

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

FORM 10-Q

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

For the quarterly period ended September 30, 2021

OR

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

Commission File Number 001-33139

HERC HOLDINGS INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

20-3530539
(I.R.S. Employer
Identification Number)

**27500 Riverview Center Blvd.
Bonita Springs, Florida 34134
(239) 301-1000**
(Address, including Zip Code, and telephone number,
including area code, of registrant's principal executive offices)

Not Applicable
(Former name, former address and former fiscal year,
if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, par value \$0.01 per share	HRI	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Smaller reporting company	☐
Accelerated filer	☐	Emerging growth company	☐
Non-accelerated filer	☐		

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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of October 15, 2021, there were 29,658,403 shares of the registrant's common stock, \$0.01 par value, outstanding.

HERC HOLDINGS INC. AND SUBSIDIARIES

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HERC HOLDINGS INC. AND SUBSIDIARIES
CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q for the period ended September 30, 2021 (this "Report") includes "forward-looking statements," as that term is defined by the federal securities laws. Forward-looking statements include statements concerning our business plans and strategy, projected profitability, performance or cash flows, future capital expenditures, our growth strategy, anticipated financing needs, business trends, the impact of and our response to COVID-19 and other information that is not historical information. Forward looking statements are generally identified by the words "estimates," "expects," "anticipates," "projects," "plans," "intends," "believes," "forecasts," "looks," and future or conditional verbs, such as "will," "should," "could" or "may," as well as variations of such words or similar expressions. All forward-looking statements are based upon our current expectations and various assumptions and apply only as of the date of this Report. Our expectations, beliefs and projections are expressed in good faith and we believe there is a reasonable basis for them. However, there can be no assurance that our expectations, beliefs and projections will be achieved.

There are a number of risks, uncertainties and other important factors that could cause our actual results to differ materially from those suggested by our forward-looking statements, including those set forth in our Annual Report on Form 10-K for the year ended December 31, 2020 under Item 1A "Risk Factors," in Part II, Item 1A of this Report, and in our other filings with the Securities and Exchange Commission. All forward-looking statements are expressly qualified in their entirety by such cautionary statements. We undertake no obligation to update or revise forward-looking statements that have been made to reflect events or circumstances that arise after the date made or to reflect the occurrence of unanticipated events.

PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

HERC HOLDINGS INC. AND SUBSIDIARIES CONDENSED CONSOLIDATED BALANCE SHEETS (In millions, except par value)

	September 30, 2021	December 31, 2020
ASSETS	(Unaudited)	
Cash and cash equivalents	\$ 35.2	\$ 33.0
Receivables, net of allowances of \$14.7 and \$15.5, respectively	373.7	301.2
Other current assets	39.5	32.9
Total current assets	448.4	367.1
Rental equipment, net	2,506.1	2,260.4
Property and equipment, net	300.4	290.4
Right-of-use lease assets	362.2	255.9
Intangible assets, net	349.2	295.9
Goodwill	150.6	100.5
Other long-term assets	15.7	18.2
Total assets	\$ 4,132.6	\$ 3,588.4
LIABILITIES AND EQUITY		
Current maturities of long-term debt and financing obligations	\$ 15.8	\$ 15.8
Current maturities of operating lease liabilities	36.3	32.1
Accounts payable	201.8	125.8
Accrued liabilities	172.8	154.3
Total current liabilities	426.7	328.0
Long-term debt, net	1,792.0	1,651.5
Financing obligations, net	111.6	114.5
Operating lease liabilities	337.9	234.1
Deferred tax liabilities	511.9	474.0
Other long term liabilities	43.3	44.3
Total liabilities	3,223.4	2,846.4
Commitments and contingencies (Note 13)		
Equity:		
Preferred stock, \$0.01 par value, 13.3 shares authorized, no shares issued and outstanding	—	—
Common stock, \$0.01 par value, 133.3 shares authorized, 32.4 and 32.1 shares issued and 29.7 and 29.4 shares outstanding	0.3	0.3
Additional paid-in capital	1,830.9	1,818.2
Accumulated deficit	(125.2)	(277.5)
Accumulated other comprehensive loss	(104.8)	(107.0)
Treasury stock, at cost, 2.7 shares and 2.7 shares	(692.0)	(692.0)
Total equity	909.2	742.0
Total liabilities and equity	\$ 4,132.6	\$ 3,588.4

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

Unaudited

(In millions, except per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Revenues:				
Equipment rental	\$ 519.6	\$ 402.3	\$ 1,368.0	\$ 1,116.4
Sales of rental equipment	16.6	45.3	91.1	116.7
Sales of new equipment, parts and supplies	8.6	6.2	22.5	20.2
Service and other revenue	5.6	2.9	13.5	7.6
Total revenues	550.4	456.7	1,495.1	1,260.9
Expenses:				
Direct operating	225.9	169.4	611.9	503.3
Depreciation of rental equipment	105.4	101.9	306.9	303.7
Cost of sales of rental equipment	13.7	46.3	76.8	118.3
Cost of sales of new equipment, parts and supplies	6.5	4.4	15.6	14.6
Selling, general and administrative	81.5	61.0	221.0	187.6
Impairment	—	—	0.4	9.5
Interest expense, net	21.4	22.4	63.8	70.1
Other (income) expense, net	(0.1)	(0.3)	(0.3)	4.7
Total expenses	454.3	405.1	1,296.1	1,211.8
Income before income taxes	96.1	51.6	199.0	49.1
Income tax provision	(23.8)	(11.7)	(46.7)	(10.9)
Net income	\$ 72.3	\$ 39.9	\$ 152.3	\$ 38.2
Weighted average shares outstanding:				
Basic	29.6	29.2	29.6	29.1
Diluted	30.5	29.5	30.4	29.3
Earnings per share:				
Basic	\$ 2.44	\$ 1.37	\$ 5.15	\$ 1.31
Diluted	\$ 2.37	\$ 1.35	\$ 5.01	\$ 1.30

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Unaudited
(In millions)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Net income	\$ 72.3	\$ 39.9	\$ 152.3	\$ 38.2
Other comprehensive income (loss):				
Foreign currency translation adjustments	(4.9)	5.2	0.6	(8.2)
Reclassification of foreign currency items to other (income) expense, net	—	—	—	2.1
Unrealized gains and losses on hedging instruments:				
Reclassification into net income	—	—	—	(1.5)
Income tax provision related to hedging instruments	—	—	—	0.3
Pension and postretirement benefit liability adjustments:				
Amortization of net losses included in net periodic pension cost	0.9	0.3	1.9	1.1
Income tax provision related to defined benefit pension plans	(0.1)	(0.1)	(0.3)	(0.3)
Total other comprehensive income (loss)	(4.1)	5.4	2.2	(6.5)
Total comprehensive income	\$ 68.2	\$ 45.3	\$ 154.5	\$ 31.7

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

Unaudited

(In millions)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Equity
	Shares	Amount					
Balance at December 31, 2020	29.4	\$ 0.3	\$ 1,818.2	\$ (277.5)	\$ (107.0)	\$ (692.0)	\$ 742.0
Net income	—	—	—	32.9	—	—	32.9
Other comprehensive income	—	—	—	—	2.8	—	2.8
Net settlement on vesting of equity awards	0.2	—	(7.1)	—	—	—	(7.1)
Stock-based compensation charges	—	—	5.3	—	—	—	5.3
Employee stock purchase plan	—	—	0.6	—	—	—	0.6
Exercise of stock options	—	—	1.5	—	—	—	1.5
Balance at March 31, 2021	29.6	0.3	1,818.5	(244.6)	(104.2)	(692.0)	778.0
Net income	—	—	—	47.1	—	—	47.1
Other comprehensive income	—	—	—	—	3.5	—	3.5
Net settlement on vesting of equity awards	—	—	(1.1)	—	—	—	(1.1)
Stock-based compensation charges	—	—	7.1	—	—	—	7.1
Employee stock purchase plan	—	—	0.6	—	—	—	0.6
Exercise of stock options	—	—	0.2	—	—	—	0.2
Balance at June 30, 2021	29.6	0.3	1,825.3	(197.5)	(100.7)	(692.0)	835.4
Net income	—	—	—	72.3	—	—	72.3
Other comprehensive loss	—	—	—	—	(4.1)	—	(4.1)
Net settlement on vesting of equity awards	—	—	(0.5)	—	—	—	(0.5)
Stock-based compensation charges	—	—	5.5	—	—	—	5.5
Employee stock purchase plan	0.1	—	0.6	—	—	—	0.6
Exercise of stock options	—	—	—	—	—	—	—
Balance at September 30, 2021	29.7	\$ 0.3	\$ 1,830.9	\$ (125.2)	\$ (104.8)	\$ (692.0)	\$ 909.2

HERC HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (Continued)
Unaudited
(In millions)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Equity
	Shares	Amount					
Balance at December 31, 2019	28.8	\$ 0.3	\$ 1,796.9	\$ (351.2)	\$ (109.7)	\$ (692.0)	\$ 644.3
Net loss	—	—	—	(3.7)	—	—	(3.7)
Other comprehensive loss	—	—	—	—	(22.0)	—	(22.0)
Net settlement on vesting of equity awards	0.3	—	(2.5)	—	—	—	(2.5)
Stock-based compensation charges	—	—	3.2	—	—	—	3.2
Employee stock purchase plan	—	—	0.6	—	—	—	0.6
Balance at March 31, 2020	29.1	0.3	1,798.2	(354.9)	(131.7)	(692.0)	619.9
Net income	—	—	—	2.0	—	—	2.0
Other comprehensive income	—	—	—	—	10.1	—	10.1
Net settlement on vesting of equity awards	—	—	(0.3)	—	—	—	(0.3)
Stock-based compensation charges	—	—	1.7	—	—	—	1.7
Employee stock purchase plan	—	—	0.6	—	—	—	0.6
Balance at June 30, 2020	29.1	0.3	1,800.2	(352.9)	(121.6)	(692.0)	634.0
Net income	—	—	—	39.9	—	—	39.9
Other comprehensive income	—	—	—	—	5.4	—	5.4
Net settlement on vesting of equity awards	—	—	(0.2)	—	—	—	(0.2)
Stock-based compensation charges	—	—	5.4	—	—	—	5.4
Employee stock purchase plan	—	—	0.5	—	—	—	0.5
Exercise of stock options	0.1	—	1.5	—	—	—	1.5
Balance at September 30, 2020	29.2	\$ 0.3	\$ 1,807.4	\$ (313.0)	\$ (116.2)	\$ (692.0)	\$ 686.5

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
Unaudited
(In millions)

	Nine Months Ended September 30,	
	2021	2020
Cash flows from operating activities:		
Net income	\$ 152.3	\$ 38.2
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation of rental equipment	306.9	303.7
Depreciation of property and equipment	40.9	41.2
Amortization of intangible assets	8.0	5.8
Amortization of deferred debt and financing obligations costs	2.4	2.6
Stock-based compensation charges	17.9	10.3
Impairment	0.4	9.5
Provision for receivables allowances	20.6	28.2
Deferred taxes	37.4	12.7
(Gain) loss on sale of rental equipment	(14.3)	1.6
Other	2.4	4.2
Changes in assets and liabilities:		
Receivables	(81.2)	(14.5)
Other assets	(5.9)	(4.4)
Accounts payable	7.7	(1.9)
Accrued liabilities and other long-term liabilities	7.7	(13.2)
Net cash provided by operating activities	503.2	424.0
Cash flows from investing activities:		
Rental equipment expenditures	(447.0)	(273.2)
Proceeds from disposal of rental equipment	86.1	114.1
Non-rental capital expenditures	(31.1)	(32.0)
Proceeds from disposal of property and equipment	3.4	4.2
Acquisitions, net of cash acquired	(225.2)	—
Proceeds from disposal of business	—	15.3
Net cash used in investing activities	(613.8)	(171.6)

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)
Unaudited
(In millions)

	Nine Months Ended September 30,	
	2021	2020
Cash flows from financing activities:		
Proceeds from revolving lines of credit and securitization	482.9	473.0
Repayments on revolving lines of credit and securitization	(355.0)	(694.7)
Principal payments under capital lease and financing obligations	(9.7)	(10.4)
Payment of debt financing costs	(0.1)	(0.2)
Proceeds from exercise of stock options	1.7	1.5
Proceeds from employee stock purchase plan	1.8	1.7
Net settlement on vesting of equity awards	(8.7)	(3.0)
Net cash provided by (used in) financing activities	112.9	(232.1)
Effect of foreign exchange rate changes on cash and cash equivalents	(0.1)	0.5
Net increase in cash and cash equivalents during the period	2.2	20.8
Cash and cash equivalents cash at beginning of period	33.0	33.0
Cash and cash equivalents at end of period	\$ 35.2	\$ 53.8
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 78.0	\$ 86.0
Cash paid for income taxes, net	\$ 13.3	\$ 4.0
Supplemental disclosure of non-cash investing activity:		
Purchases of rental equipment in accounts payable	\$ 67.2	\$ 13.0
Equipment acquired through finance leases	\$ 19.1	\$ 1.4
Note receivable on disposals	\$ —	\$ 8.9

The accompanying notes are an integral part of these financial statements.

HERC HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
Unaudited

Note 1—Background

Herc Holdings Inc. ("we," "us," "our," "Herc Holdings," or "the Company") is one of the leading equipment rental suppliers with approximately 295 locations in North America at September 30, 2021. The Company conducts substantially all of its operations through subsidiaries, including Herc Rentals Inc. ("Herc"). With over 56 years of experience, the Company is a full-line equipment rental supplier offering a broad portfolio of equipment for rent. In addition to its principal business of equipment rental, the Company sells used equipment and contractor supplies such as construction consumables, tools, small equipment and safety supplies; provides repair, maintenance, equipment management services and safety training to certain of its customers; offers equipment re-rental services and provides on-site support to its customers; and provides ancillary services such as equipment transport, rental protection, cleaning, refueling and labor.

The Company's classic fleet includes aerial, earthmoving, material handling, trucks and trailers, air compressors, compaction and lighting. The Company's equipment rental business is supported by ProSolutions®, its industry-specific solutions-based services, which includes power generation, climate control, remediation and restoration, and studio and production equipment, and its ProContractor professional grade tools.

On June 30, 2016, the Company, in its previous form as the holding company of both the existing equipment rental operations as well as the former vehicle rental operations (in its form prior to the Spin-Off, "Hertz Holdings"), completed a spin-off (the "Spin-Off") of its global vehicle rental business through a dividend to stockholders of all of the issued and outstanding common stock of Hertz Rental Car Holding Company, Inc., which was re-named Hertz Global Holdings, Inc. ("New Hertz") in connection with the Spin-Off. New Hertz is an independent public company and continues to operate its global vehicle rental business through its operating subsidiaries including The Hertz Corporation ("THC"). The Company began operating as an independent company and changed its name to Herc Holdings Inc. on June 30, 2016.

Note 2—Basis of Presentation and Recently Issued Accounting Pronouncements

Basis of Presentation

The Company prepares its condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). In the opinion of management, the condensed consolidated financial statements reflect all adjustments of a normal recurring nature that are necessary for a fair statement of the results for the interim periods presented. Interim results are not necessarily indicative of results for a full year. The year-end condensed consolidated balance sheet data was derived from audited financial statements, however, these condensed consolidated financial statements do not include all of the disclosures required for complete annual financial statements and, accordingly, certain information, footnotes and disclosures normally included in annual financial statements, prepared in accordance with U.S. GAAP, have been condensed or omitted in accordance with Securities and Exchange Commission ("SEC") rules and regulations. The Company believes that the disclosures made are adequate to make the information not misleading. Accordingly, the condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 18, 2021.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and footnotes. Actual results could differ materially from those estimates.

Significant estimates inherent in the preparation of the condensed consolidated financial statements include receivables allowances, depreciation of rental equipment, the recoverability of long-lived assets, useful lives and impairment of long-lived tangible and intangible assets including goodwill and trade name, valuation of acquired intangible assets, pension and postretirement benefits, valuation of stock-based compensation, reserves for litigation and other contingencies and accounting for income taxes, among others.

HERC HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)
Unaudited

Principles of Consolidation

The condensed consolidated financial statements include the accounts of Herc Holdings and its wholly owned subsidiaries. In the event that the Company is a primary beneficiary of a variable interest entity, the assets, liabilities and results of operations of the variable interest entity are included in the Company's condensed consolidated financial statements. The Company accounts for investments in joint ventures using the equity method when it has significant influence but not control and is not the primary beneficiary. All significant intercompany transactions have been eliminated in consolidation.

Recently Issued Accounting Pronouncements

Adopted

Facilitation of the Effects of Reference Rate Reform on Financial Reporting

In March 2020, the Financial Accounting Standards Board ("FASB") issued guidance that provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by the discontinuation of the London Interbank Offered Rate ("LIBOR") or by another reference rate expected to be discontinued. The Company adopted this guidance during the first quarter of 2021 and it did not have a material impact on its financial position, results of operations or cash flows.

Note 3—Revenue Recognition

The Company is principally engaged in the business of renting equipment. Ancillary to the Company's principal equipment rental business, the Company also sells used rental equipment, new equipment and parts and supplies and offers certain services to support its customers. The Company operates in North America with revenue from the United States representing approximately 92.5% and 92.3% of total revenue for the three and nine months ended September 30, 2021, respectively, compared to 91.6% and 91.2% for the same periods in 2020.

The Company's rental transactions are accounted for under Accounting Standards Codification ("ASC") Topic 842, *Leases* ("Topic 842"). The Company's sale of rental and new equipment, parts and supplies along with certain services provided to customers are accounted for under ASC Topic 606, *Revenue from Contracts with Customers* ("Topic 606"). The Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or service to a customer. The amount of revenue recognized reflects the consideration the Company expects to be entitled to in exchange for such products or services.

The following tables summarizes the applicable accounting guidance for the Company's revenues for the three and nine months ended September 30, 2021 and 2020 (in millions):

	Three Months Ended September 30,					
	2021			2020		
	Topic 842	Topic 606	Total	Topic 842	Topic 606	Total
Revenues:						
Equipment rental	\$ 468.0	\$ —	\$ 468.0	\$ 362.4	\$ —	\$ 362.4
Other rental revenue:						
Delivery and pick-up	—	31.4	31.4	—	23.7	23.7
Other	20.2	—	20.2	16.2	—	16.2
Total other rental revenues	20.2	31.4	51.6	16.2	23.7	39.9
Total equipment rental	488.2	31.4	519.6	378.6	23.7	402.3
Sales of rental equipment	—	16.6	16.6	—	45.3	45.3
Sales of new equipment, parts and supplies	—	8.6	8.6	—	6.2	6.2
Service and other revenues	—	5.6	5.6	—	2.9	2.9
Total revenues	\$ 488.2	\$ 62.2	\$ 550.4	\$ 378.6	\$ 78.1	\$ 456.7

HERC HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)
Unaudited

	Nine Months Ended September 30,					
	2021			2020		
	Topic 842	Topic 606	Total	Topic 842	Topic 606	Total
Revenues:						
Equipment rental	\$ 1,238.1	\$ —	\$ 1,238.1	\$ 1,013.9	\$ —	\$ 1,013.9
Other rental revenue:						
Delivery and pick-up	—	78.0	78.0	—	62.5	62.5
Other	51.9	—	51.9	40.0	—	40.0
Total other rental revenues	51.9	78.0	129.9	40.0	62.5	102.5
Total equipment rental	1,290.0	78.0	1,368.0	1,053.9	62.5	1,116.4
Sales of rental equipment	—	91.1	91.1	—	116.7	116.7
Sales of new equipment, parts and supplies	—	22.5	22.5	—	20.2	20.2
Service and other revenues	—	13.5	13.5	—	7.6	7.6
Total revenues	\$ 1,290.0	\$ 205.1	\$ 1,495.1	\$ 1,053.9	\$ 207.0	\$ 1,260.9

Topic 842 revenues

Equipment Rental Revenue

The Company offers a broad portfolio of equipment for rent on a daily, weekly or monthly basis, with substantially all rental agreements cancellable upon the return of the equipment. Virtually all customer contracts can be canceled by the customer with no penalty by returning the equipment within one day; therefore, the Company does not allocate the transaction price between the different contract elements.

Equipment rental revenue includes revenue generated from renting equipment to customers and is recognized on a straight-line basis over the length of the rental contract. As part of this straight-line methodology, when the equipment is returned, the Company recognizes as incremental revenue the excess, if any, between the amount the customer is contractually required to pay, which is based on the rental contract period applicable to the actual number of days the equipment was out on rent, over the cumulative amount of revenue recognized to date. In any given accounting period, the Company will have customers return equipment and be contractually required to pay more than the cumulative amount of revenue recognized to date under the straight-line methodology. Also included in equipment rental revenue is re-rent revenue in which the Company will rent specific pieces of equipment from vendors and then re-rent that equipment to its customers. Provisions for discounts, rebates to customers and other adjustments are provided for in the period the related revenue is recorded.

Other

Other equipment rental revenue is primarily comprised of fees for the Company's rental protection program and environmental charges. Fees paid for the rental protection program allow customers to limit the risk of financial loss in the event the Company's equipment is damaged or lost. Fees for the rental protection program and environmental recovery fees are recognized on a straight-line basis over the length of the rental contract.

Topic 606 revenues

Delivery and pick-up

Delivery and pick-up revenue associated with renting equipment is recognized when the services are performed.

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Sales of Rental Equipment, New Equipment, Parts and Supplies

The Company sells its used rental equipment, new equipment, parts and supplies. Revenues recorded for each category are as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Sales of rental equipment	\$ 16.6	\$ 45.3	\$ 91.1	\$ 116.7
Sales of new equipment	2.7	2.4	6.4	8.5
Sales of parts and supplies	5.9	3.8	16.1	11.7
Total	<u>\$ 25.2</u>	<u>\$ 51.5</u>	<u>\$ 113.6</u>	<u>\$ 136.9</u>

The Company recognizes revenue from the sale of rental equipment, new equipment, parts and supplies when control of the asset transfers to the customer, which is typically when the asset is picked up by or delivered to the customer and when significant risks and rewards of ownership have passed to the customer. Sales and other tax amounts collected from customers and remitted to government authorities are accounted for on a net basis and, therefore, excluded from revenue.

The Company routinely sells its used rental equipment in order to manage repair and maintenance costs, as well as the composition, age and size of its fleet. The Company disposes of used equipment through a variety of channels including retail sales to customers and other third parties, sales to wholesalers, brokered sales and auctions.

The Company also sells new equipment, parts and supplies. The types of new equipment that the Company sells vary by location and include a variety of ProContractor tools and supplies, small equipment (such as work lighting, generators, pumps, compaction equipment and power trowels), safety supplies and expendables.

Under Topic 606, the accounts receivable balance, prior to allowances for doubtful accounts, for the sale of rental equipment, new equipment, parts and supplies, was approximately \$12.1 million and \$13.8 million as of September 30, 2021 and December 31, 2020, respectively.

Service and other revenues

Service and other revenues primarily include revenue earned from equipment management and similar services for rental customers which includes providing customer support functions such as dedicated in-plant operations, plant management services, equipment and safety training, and repair and maintenance services particularly to industrial customers who request such services.

The Company recognizes revenue for service and other revenues as the services are provided. Service and other revenues are typically invoiced together with a customer's rental amounts and, therefore, it is not practical for the Company to separate the accounts receivable amount related to services and other revenues that are accounted for under Topic 606; however, such amount is not considered material.

Receivables and contract assets and liabilities

Most of the Company's equipment rental revenue is accounted for under Topic 842. The customers that are responsible for the remaining equipment rental revenue that is accounted for under Topic 606 are generally the same customers that rent the Company's equipment. Concentration of credit risk with respect to the Company's accounts receivable is limited because a large number of geographically diverse customers makes up its customer base. The Company manages credit risk associated with its accounts receivable at the customer level through credit approvals, credit limits and other monitoring procedures. The Company maintains allowances for doubtful accounts that reflect the Company's estimate of the amount of receivables that the Company will be unable to collect based on its historical write-off experience.

The Company does not have material contract assets or contract liabilities associated with customer contracts. The Company's contracts with customers do not generally result in material amounts billed to customers in excess of recognizable revenue. The Company did not recognize material revenue during the three and nine months ended September 30, 2021 and 2020 that was included in the contract liability balance as of the beginning of each such period.

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Performance obligations

Most of the Company's revenue recognized under Topic 606 is recognized at a point-in-time, rather than over time. Accordingly, in any particular period, the Company does not generally recognize a significant amount of revenue from performance obligations satisfied (or partially satisfied) in previous periods, and the amount of such revenue recognized during the three and nine months ended September 30, 2021 and 2020 was not material. We also do not expect to recognize material revenue in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of September 30, 2021.

Contract estimates and judgments

The Company's revenues accounted for under Topic 606 generally do not require significant estimates or judgments, primarily for the following reasons:

- The transaction price is generally fixed and stated on the Company's contracts;
- As noted above, the Company's contracts generally do not include multiple performance obligations, and accordingly do not generally require estimates of the standalone selling price for each performance obligation;
- The Company's revenues do not include material amounts of variable consideration; and
- Most of the Company's revenue is recognized as of a point-in-time and the timing of the satisfaction of the applicable performance obligations is readily determinable. As noted above, the revenue recognized under Topic 606 is generally recognized at the time of delivery to, or pick-up by, the customer.

The Company monitors and reviews its estimated standalone selling prices on a regular basis.

Note 4—Rental Equipment

Rental equipment consists of the following (in millions):

	September 30, 2021	December 31, 2020
Rental equipment	\$ 4,018.9	\$ 3,613.5
Less: Accumulated depreciation	(1,512.8)	(1,353.1)
Rental equipment, net	<u>\$ 2,506.1</u>	<u>\$ 2,260.4</u>

Note 5—Business Combinations

In August 2021, the Company completed the acquisition of substantially all of the assets of Contractors Building Supply Co. LLC ("CBS"). CBS was a full-service general equipment rental company comprising approximately 190 employees and twelve locations serving construction and industrial customers throughout Texas, as well as a location in New Mexico and Tennessee. The acquisition expands the Company's presence in Texas to 38 physical locations, which collectively provide general and specialty equipment rental solutions and related services. The aggregate consideration paid was approximately \$190.3 million and is subject to a potential working capital adjustment. The acquisition and related fees and expenses were funded through available cash and drawings on the senior secured asset-based revolving credit facility.

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The following table summarizes the purchase price allocation of the assets acquired and liabilities assumed (in millions):

Accounts receivable	\$	11.1
Other current assets		1.8
Rental equipment		99.3
Property and equipment		7.6
Intangibles ^(a)		38.2
Total identifiable assets acquired		158.0
Current liabilities		3.3
Net identifiable assets acquired		154.7
Goodwill ^(b)		35.6
Net assets acquired	\$	190.3

(a) The following table reflects the fair values and useful lives of the acquired intangible assets identified (in millions):

	Fair value	Life (years)
Customer relationships	\$ 35.0	14
Non-compete agreements	3.2	5
	\$ 38.2	

(b) The level of goodwill that resulted from the acquisition is primarily reflective of operational synergies that the Company expects to achieve that are not associated with identifiable assets, the value of CBS's assembled workforce and new customer relationships expected to arise from the acquisition. All of the goodwill is expected to be deductible for income tax purposes.

The assets and liabilities were recorded as of August 30, 2021 and the results of operations are included in the Company's consolidated results of operations as of that date. Pro-forma operating results, as if the Company had completed the acquisition at the beginning of the periods presented, are not significant to the Company's consolidated statements of operations and are not presented.

In addition to the acquisition of CBS, the Company completed the acquisitions of San Mateo Rentals ("San Mateo") and Jim-N-I Rentals, Inc. ("Jim-N-I") in April 2021; each with one location in California. In September 2021, the Company completed the acquisition of Dwight Crane Ltd. ("Dwight Crane") with one location in Ajax, Ontario, Canada along with its U.S. based affiliate, LRX LLC.

Note 6—Goodwill and Intangible Assets

Goodwill

The following summarizes the Company's goodwill (in millions):

	September 30, 2021	December 31, 2020
Balance at the beginning of the period:		
Goodwill	\$ 775.4	\$ 768.5
Accumulated impairment losses	(674.9)	(674.9)
	100.5	93.6
Additions	50.1	6.9
Balance at the end of the period:		
Goodwill	825.5	775.4
Accumulated impairment losses	(674.9)	(674.9)
	\$ 150.6	\$ 100.5

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Intangible Assets

Intangible assets, net, consisted of the following major classes (in millions):

	September 30, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Finite-lived intangible assets:			
Customer-related and non-compete agreements ^(a)	\$ 72.7	\$ (12.4)	\$ 60.3
Internally developed software ^(b)	47.2	(28.9)	18.3
Total	119.9	(41.3)	78.6
Indefinite-lived intangible assets:			
Trade name	270.6	—	270.6
Total intangible assets, net	\$ 390.5	\$ (41.3)	\$ 349.2

(a) Includes intangible assets with a preliminary value of approximately \$8.0 million. The amount is subject to change as the valuation has not been finalized due to the proximity of the acquisition to the balance sheet date of September 30, 2021.

(b) Includes capitalized costs of \$5.6 million yet to be placed into service.

	December 31, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Finite-lived intangible assets:			
Customer-related and non-compete agreements	\$ 18.7	\$ (10.0)	\$ 8.7
Internally developed software ^(a)	39.9	(23.3)	16.6
Total	58.6	(33.3)	25.3
Indefinite-lived intangible assets:			
Trade name	270.6	—	270.6
Total intangible assets, net	\$ 329.2	\$ (33.3)	\$ 295.9

(a) Includes capitalized costs of \$1.2 million yet to be placed into service.

Amortization of intangible assets was \$3.1 million and \$8.0 million for the three and nine months ended September 30, 2021, respectively, and \$2.0 million and \$5.8 million for the three and nine months ended September 30, 2020, respectively.

Note 7—Impairment

During the second quarter of 2021, an impairment charge of \$0.4 million was recorded related to a right-of-use ("ROU") asset for a leased location closed in the second quarter of 2019.

During the second quarter of 2020, the Company recorded an ROU asset impairment charge of \$1.7 million related to two leased locations that were closed during the second quarter of 2019 and a \$1.5 million charge in connection with assets classified as held for sale at June 30, 2020.

During the first quarter of 2020, the Company recorded an impairment charge of \$6.3 million on a long-term receivable related to a previous joint venture sale, the remaining balances of \$3.5 million and \$8.2 million are included in "Other current assets" and "Other long-term assets," respectively, in the condensed consolidated balance sheets.

Note 8—Leases

The Company leases real estate, office equipment and service vehicles. The Company's leases have remaining lease terms of up to 18 years, some of which include options to extend the leases for up to 20 years. The Company has included the initial lease term and, in the case where there are options to extend, will include the option to extend if it has determined that it is reasonably certain that the Company would exercise those options.

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The Company also leases certain equipment that it rents to its customers where the payments vary based upon the amount of time the equipment is on rent. There are no fixed payments on these leases and, therefore, no lease liability or ROU assets have been recorded. Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense for these leases is recognized on a straight-line basis over the lease term.

The components of lease expense consist of the following (in millions):

	Classification	Three Months Ended September 30,		Nine Months Ended September 30,	
		2021	2020	2021	2020
Operating lease cost ^(a)	Direct operating	\$ 30.6	\$ 17.7	\$ 82.0	\$ 59.4
Finance lease cost:					
Amortization of ROU assets	Depreciation and amortization ^(b)	4.5	2.6	9.8	8.5
Interest on lease liabilities	Interest expense, net	0.3	0.4	0.9	1.2
Sublease income	Equipment rental revenue	(19.7)	(9.1)	(51.7)	(32.2)
Net lease cost		\$ 15.7	\$ 11.6	\$ 41.0	\$ 36.9

(a) Includes short-term leases of \$16.2 million and \$38.7 million for the three and nine months ended September 30, 2021, respectively, and \$4.6 million and \$21.8 million for the three and nine months ended September 30, 2020, respectively, and variable lease costs of \$1.5 million and \$4.0 million for the three and nine months ended September 30, 2021 and \$1.4 million and \$2.9 million for the three and nine months ended September 30, 2020, respectively.

(b) Depreciation and amortization are included with selling, general and administrative expense.

Note 9—Debt

The Company's debt consists of the following (in millions):

	Weighted Average Effective Interest Rate at September 30, 2021	Weighted Average Stated Interest Rate at September 30, 2021	Fixed or Floating Interest Rate	Maturity	September 30, 2021	December 31, 2020
<i>Senior Notes</i>						
2027 Notes	5.61%	5.50%	Fixed	2027	\$ 1,200.0	\$ 1,200.0
<i>Other Debt</i>						
ABL Credit Facility	N/A	1.34%	Floating	2024	357.9	255.0
AR Facility	N/A	0.84%	Floating	2022	200.0	175.0
Finance lease liabilities	2.83%	N/A	Fixed	2021-2027	52.6	40.8
<i>Unamortized Debt Issuance Costs^(a)</i>					(6.4)	(7.1)
Total debt					1,804.1	1,663.7
Less: Current maturities of long-term debt					(12.1)	(12.2)
Long-term debt, net					\$ 1,792.0	\$ 1,651.5

(a) Unamortized debt issuance costs totaling \$5.6 million and \$7.1 million related to the ABL Credit Facility and AR Facility (as each is defined below) as of September 30, 2021 and December 31, 2020, respectively, and are included in "Other long-term assets" in the condensed consolidated balance sheets.

The effective interest rate for the fixed rate 2027 Notes (as defined below) includes the stated interest on the notes and the amortization of any debt issuance costs.

Senior Notes

On July 9, 2019, the Company issued \$1.2 billion aggregate principal amount of its 5.50% Senior Notes due 2027 (the "2027 Notes"). Interest on the 2027 Notes accrues at the rate of 5.50% per annum and is payable semi-annually in arrears on January 15 and July 15. The 2027 Notes will mature on July 15, 2027. Additional information about the 2027 Notes is included in Note

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11, "Debt" to the Company's financial statements included in its Annual Report on Form 10-K for the year ended December 31, 2020.

ABL Credit Facility

On July 31, 2019, Herc Holdings, Herc and certain other subsidiaries of Herc Holdings entered into a credit agreement with respect to a senior secured asset-based revolving credit facility (the "ABL Credit Facility"). The ABL Credit Facility provides (subject to availability under a borrowing base) for aggregate maximum borrowings of up to \$1,750 million under a revolving loan facility. Up to \$250 million of the revolving loan facility is available for the issuance of letters of credit, subject to certain conditions including issuing lender participation. Subject to the satisfaction of certain conditions and limitations, the ABL Credit Facility allows for the addition of incremental revolving commitments and/or incremental term loans. The ABL Credit Facility matures on July 31, 2024. Additional information about the ABL Credit Facility is included in Note 11, "Debt" to the Company's financial statements included in its Annual Report on Form 10-K for the year ended December 31, 2020.

Accounts Receivable Securitization Facility

In September 2018, the Company entered into an accounts receivable securitization facility (the "AR Facility"). The AR Facility was amended in August 2021 to extend the maturity date to August 31, 2022 and increase the aggregate commitments from \$175 million to \$200 million. In connection with the AR Facility, Herc and one of its wholly-owned subsidiaries sell their accounts receivables on an ongoing basis to Herc Receivables U.S. LLC, a wholly-owned special-purpose entity (the "SPE"). The SPE's sole business consists of the purchase by the SPE of accounts receivable from Herc and the Herc subsidiary seller and borrowing by the SPE against the eligible accounts receivable from the lenders under the facility. The borrowings are secured by liens on the accounts receivable and other assets of the SPE. Collections on the accounts receivable are used to service the borrowings. The SPE is a separate legal entity that is consolidated in the Company's financial statements. The SPE assets are owned by the SPE and are not available to settle the obligations of the Company or any of its other subsidiaries. Herc is the servicer of the accounts receivable under the AR Facility. All of the obligations of the Herc subsidiary seller and the servicer and certain indemnification obligations of the SPE under the agreements governing the AR Facility are guaranteed by Herc pursuant to a performance guarantee. The AR Facility is excluded from current maturities of long-term debt as the Company has the intent and ability to consummate refinancing and extend the term of the agreement.

Borrowing Capacity and Availability

After outstanding borrowings, the following was available to the Company under the ABL Credit Facility and AR Facility as of September 30, 2021 (in millions):

	Remaining Capacity	Availability Under Borrowing Base Limitation
ABL Credit Facility	\$ 1,367.3	\$ 1,367.3
AR Facility	—	—
Total	\$ 1,367.3	\$ 1,367.3

Letters of Credit

As of September 30, 2021, \$24.8 million of standby letters of credit were issued and outstanding, none of which have been drawn upon. The ABL Credit Facility had \$225.2 million available under the letter of credit facility sublimit, subject to borrowing base restrictions.

Note 10—Financing Obligations

In October 2017, Herc consummated a sale-leaseback transaction pursuant to which it sold 42 of its properties located in the U.S. for gross proceeds of approximately \$119.5 million, and during the fourth quarter of 2018, entered into sale-leaseback transactions with respect to two additional properties for gross proceeds of \$6.4 million. The sale of the properties did not qualify for sale-leaseback accounting due to continuing involvement with the properties. Therefore, the book value of the buildings and land remains on the Company's consolidated balance sheet.

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During March 2019, Herc entered into a sale-leaseback transaction for certain service vehicles that did not qualify for sale-leaseback accounting, therefore the book value of the vehicles remains on the Company's consolidated balance sheet. Gross proceeds from the sale-leaseback transaction were \$4.7 million.

The Company's financing obligations consist of the following (in millions):

	Weighted Average Effective Interest Rate at September 30, 2021	Maturities	September 30, 2021	December 31, 2020
Financing obligations	5.11%	2026-2038	\$ 117.5	\$ 120.5
Unamortized financing issuance costs			(2.2)	(2.4)
Total financing obligations			115.3	118.1
Less: Current maturities of financing obligations			(3.7)	(3.6)
Financing obligations, net			\$ 111.6	\$ 114.5

Note 11—Income Taxes

Income tax provision was \$23.8 million and \$46.7 million for the three and nine months ended September 30, 2021, respectively, compared to \$11.7 million and \$10.9 million for the three and nine months ended September 30, 2020. The provision in 2021 was primarily driven by the level of pre-tax income, offset by non-deductible expenses and stock-based compensation.

Note 12—Accumulated Other Comprehensive Income (Loss)

The changes in the accumulated other comprehensive income (loss) balance by component (net of tax) for the nine months ended September 30, 2021 are presented in the table below (in millions).

	Pension and Other Post-Employment Benefits	Foreign Currency Items	Accumulated Other Comprehensive Income (Loss)
Balance at December 31, 2020	\$ (17.9)	\$ (89.1)	\$ (107.0)
Other comprehensive income before reclassification	—	0.6	0.6
Amounts reclassified from accumulated other comprehensive income	1.6	—	1.6
Net current period other comprehensive income	1.6	0.6	2.2
Balance at September 30, 2021	\$ (16.3)	\$ (88.5)	\$ (104.8)

Note 13—Commitments and Contingencies

Legal Proceedings

In re Hertz Global Holdings, Inc. Securities Litigation - In November 2013, a putative shareholder class action, Pedro Ramirez, Jr. v. Hertz Global Holdings, Inc., et al., was commenced in the U.S. District Court for the District of New Jersey naming Hertz Holdings and certain of its officers as defendants and alleging violations of the federal securities laws. On March 31, 2021, the plaintiffs filed with the U.S. District Court for the District of New Jersey a notice of voluntary dismissal with prejudice, and an order dismissing the case with prejudice was entered on April 1, 2021.

In addition, the Company is subject to a number of claims and proceedings that generally arise in the ordinary conduct of its business. These matters include, but are not limited to, claims arising from the operation of rented equipment and workers' compensation claims. The Company does not believe that the liabilities arising from such ordinary course claims and proceedings will have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

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The Company has established reserves for matters where the Company believes the losses are probable and can be reasonably estimated. For matters where a reserve has not been established, the ultimate outcome or resolution cannot be predicted at this time, or the amount of ultimate loss, if any, cannot be reasonably estimated. Litigation is subject to many uncertainties and there can be no assurance as to the outcome of the individual litigated matters. It is possible that certain of the actions, claims, inquiries or proceedings could be decided unfavorably to the Company or any of its subsidiaries involved. Accordingly, it is possible that an adverse outcome from such a proceeding could exceed the amount accrued in an amount that could be material to the Company's consolidated financial condition, results of operations or cash flows in any particular reporting period.

Off-Balance Sheet Commitments

Indemnification Obligations

In the ordinary course of business, the Company executes contracts involving indemnification obligations customary in the relevant industry and indemnifications specific to a transaction such as the sale of a business or assets or a financial transaction. These indemnification obligations might include claims relating to the following: accuracy of representations; compliance with covenants and agreements by the Company or third parties; environmental matters; intellectual property rights; governmental regulations; employment-related matters; customer, supplier and other commercial contractual relationships; condition of assets; and financial or other matters. Performance under these indemnification obligations would generally be triggered by a breach of terms of the contract or by a third-party claim. The Company regularly evaluates the probability of having to incur costs associated with these indemnification obligations and has accrued for expected losses that are probable and estimable. The types of indemnification obligations for which payments are possible include the following:

The Spin-Off

In connection with the Spin-Off, pursuant to the separation and distribution agreement, the Company has assumed the liability for, and control of, all pending and threatened legal matters related to its equipment rental business and related assets, as well as assumed or retained liabilities, and will indemnify New Hertz for any liability arising out of or resulting from such assumed legal matters. The separation and distribution agreement also provides for certain liabilities to be shared by the parties. The Company is responsible for a portion of these shared liabilities (typically 15%), as set forth in that agreement. New Hertz is responsible for managing the settlement or other disposition of such shared liabilities. Pursuant to the tax matters agreement, the Company has agreed to indemnify New Hertz for any resulting taxes and related losses if the Company takes or fails to take any action (or permits any of its affiliates to take or fail to take any action) that causes the Spin-Off and related transactions to be taxable, or if there is an acquisition of the equity securities or assets of the Company or of any member of the Company's group that causes the Spin-Off and related transactions to be taxable.

Guarantee

The Company has guaranteed an outstanding bank loan in connection with a previous joint venture. The Company has determined the maximum potential payment amount under the guarantee is approximately \$3.6 million; however, the probability of any payment is remote and therefore the Company has not recorded a liability on its balance sheet as of September 30, 2021. The bank loan is collateralized by the rental equipment and other assets of the joint venture entity and has maturities through 2023.

Note 14—Fair Value Measurements

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The fair value of accounts receivable, accounts payable and accrued liabilities, to the extent the underlying liability will be settled in cash, approximates the carrying values because of the short-term nature of these instruments.

Cash Equivalents

Cash equivalents, when held, primarily consist of money market accounts which are classified as Level 1 assets which the Company measures at fair value on a recurring basis. The Company determines the fair value of cash equivalents using a

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market approach based on quoted prices in active markets. The Company had no cash equivalents at September 30, 2021 or December 31, 2020.

Debt Obligations

The fair values of the Company's ABL Credit Facility, AR Facility and finance lease liabilities approximated their book values as of September 30, 2021 and December 31, 2020. The fair value of the Company's 2027 Notes are estimated based on quoted market rates as well as borrowing rates currently available to the Company for loans with similar terms and average maturities (Level 2 inputs) (in millions).

	September 30, 2021		December 31, 2020	
	Nominal Unpaid Principal Balance	Aggregate Fair Value	Nominal Unpaid Principal Balance	Aggregate Fair Value
2027 Notes	\$ 1,200.0	\$ 1,257.0	\$ 1,200.0	\$ 1,276.4

Note 15—Earnings Per Share

Basic earnings per share has been computed based upon the weighted average number of common shares outstanding. Diluted earnings per share has been computed based upon the weighted average number of common shares outstanding plus the effect of all potentially dilutive common stock equivalents, except when the effect would be anti-dilutive.

The following table sets forth the computation of basic and diluted earnings per share (in millions, except per share data).

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Basic and diluted earnings per share:				
Numerator:				
Net income, basic and diluted	\$ 72.3	\$ 39.9	\$ 152.3	\$ 38.2
Denominator:				
Basic weighted average common shares	29.6	29.2	29.6	29.1
Stock options, RSUs and PSUs	0.9	0.3	0.8	0.2
Weighted average shares used to calculate diluted earnings per share	30.5	29.5	30.4	29.3
Earnings per share:				
Basic	\$ 2.44	\$ 1.37	\$ 5.15	\$ 1.31
Diluted	\$ 2.37	\$ 1.35	\$ 5.01	\$ 1.30
Antidilutive stock options, RSUs and PSUs	—	0.3	—	0.5

Note 16—Related Party Transactions

Agreements with Carl C. Icahn

The Company is subject to the Nomination and Standstill Agreement, dated September 15, 2014 (the "Nomination and Standstill Agreement"), with Carl C. Icahn and certain related entities and individuals. In connection with their appointments or nomination, as applicable, to the Company's board of directors (the "Board"), each of Jonathan Frates, Andrew N. Langham and Andrew J. Teno (collectively, the "Icahn Designees," and, together with Carl C. Icahn and the other parties to the Nomination and Standstill Agreements, the "Icahn Group") executed a Joinder Agreement agreeing to become bound as a party to the terms and conditions of the Nomination and Standstill Agreement (such Joinder Agreements, together with the Nomination and Standstill Agreement, are collectively referred to herein as the "Icahn Agreements").

Pursuant to the Icahn Agreements, the Icahn Designees were appointed or nominated to the Company's Board. Pursuant to the Icahn Agreements, so long as an Icahn Designee is a member of the Board, the Board will not be expanded beyond its current

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size without approval from the Icahn Designees then on the Board. In addition, pursuant to the Icahn Agreements, subject to certain restrictions and requirements, the Icahn Group will have certain replacement rights in the event an Icahn Designee resigns or is otherwise unable to serve as a director (other than as a result of not being nominated by the Company for an annual meeting).

In addition, until the date that no Icahn Designee is a member of the Board (or otherwise deemed to be on the Board pursuant to the terms of the Icahn Agreements), the Icahn Group agrees to vote all of its shares of the Company's common stock in favor of the election of all of the Company's director nominees at each annual or special meeting of the Company's stockholders, and, subject to limited exceptions, the Icahn Group further agrees to (i) adhere to certain standstill obligations, including the obligation to not solicit proxies or consents or influence others with respect to the same, and (ii) not acquire or otherwise beneficially own more than 20% of the Company's outstanding voting securities.

Pursuant to the Icahn Agreements, the Company will not create a separate executive committee of the Board so as long as an Icahn Designee is a member of the Board. Under the Icahn Agreements, if the Icahn Group ceases to hold a "net long position," as defined in the Nomination and Standstill Agreement, in at least 1,900,000 shares of the Company's common stock, the Icahn Group will cause one Icahn Designee to resign from the Board; if the Icahn Group's holdings are further reduced to specified levels, additional Icahn Designees are required to resign.

In addition, pursuant to the Icahn Agreements, the Company entered into a registration rights agreement, effective June 30, 2016 (the "Registration Rights Agreement"), with certain entities related to Carl C. Icahn on behalf of any person who is a member of the "Icahn group" (as such term is defined therein) who owns applicable securities at the relevant time and is or has become a party to the Registration Rights Agreement. The Registration Rights Agreement provides for customary demand and piggyback registration rights and obligations.

Note 17—Arrangements with New Hertz

In connection with the Spin-Off, the Company entered into a separation and distribution agreement (the "Separation Agreement") with New Hertz. In connection therewith, the Company also entered into various other ancillary agreements with New Hertz to effect the Spin-Off and provide a framework for its relationship with New Hertz. The following summarizes some of the most significant agreements and relationships that Herc Holdings continues to have with New Hertz.

Separation and Distribution Agreement

The Separation Agreement sets forth the Company's agreements with New Hertz regarding the principal actions taken in connection with the Spin-Off. It also sets forth other agreements that govern aspects of the Company's relationship with New Hertz following the Spin-Off including (i) the manner in which legal matters and claims are allocated and certain liabilities are shared between the Company and New Hertz; (ii) other matters including transfers of assets and liabilities, treatment or termination of intercompany arrangements and releases of certain claims between the parties and their affiliates; (iii) mutual indemnification clauses; and (iv) allocation of Spin-Off expenses between the parties.

Tax Matters Agreement

The Company entered into a tax matters agreement with New Hertz that governs the parties' rights, responsibilities and obligations after the Spin-Off with respect to tax liabilities and benefits, tax attributes, tax contests and other tax matters regarding income taxes, other taxes and related tax returns.

Employee Matters Agreement

The Company and New Hertz entered into an employee matters agreement to allocate liabilities and responsibilities relating to employment matters, employee compensation, benefit plans and programs and other related matters for current and former employees of the vehicle rental business and the equipment rental business.

HERC HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)
Unaudited

Intellectual Property Agreement

The Company and New Hertz entered into an intellectual property agreement (the “Intellectual Property Agreement”) that provides for ownership, licensing and other arrangements regarding the trademarks and related intellectual property that New Hertz and the Company use in conducting their businesses. The Intellectual Property Agreement allocates ownership between New Hertz and the Company of all trademarks, domain names and certain copyrights that Hertz Holdings or its subsidiaries owned immediately prior to the Spin-Off.

Note 18—Subsequent Event

In October 2021, the Company entered into a purchase agreement to acquire Toronto-based Rapid Equipment Rental Limited ("Rapid Equipment") for approximately \$80 million. The transaction is subject to customary closing conditions with a plan to close in the fourth quarter of 2021. Rapid Equipment, a full-service general equipment rental company founded in 2013, comprises approximately 110 employees and seven locations serving construction and industrial customers throughout the Greater Toronto Area.

HERC HOLDINGS INC. AND SUBSIDIARIES**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

Management's discussion and analysis of financial condition and results of operations ("MD&A") should be read in conjunction with the unaudited condensed consolidated financial statements and accompanying notes included in Part I, Item 1 of this Report, which include additional information about our accounting policies, practices and the transactions underlying our financial results. The preparation of our unaudited condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires us to make estimates and assumptions that affect the reported amounts in our unaudited condensed consolidated financial statements and the accompanying notes including receivables allowances, depreciation of rental equipment, the recoverability of long-lived assets, useful lives and impairment of long-lived tangible and intangible assets including goodwill and trade name, pension and postretirement benefits, valuation of stock-based compensation, reserves for litigation and other contingencies, accounting for income taxes and other matters arising during the normal course of business. We apply our best judgment, our knowledge of existing facts and circumstances and our knowledge of actions that we may undertake in the future in determining the estimates that will affect our condensed consolidated financial statements. We evaluate our estimates on an ongoing basis using our historical experience, as well as other factors we believe appropriate under the circumstances, such as current economic conditions, and adjust or revise our estimates as circumstances change. As future events and their effects cannot be determined with precision, actual results may differ from these estimates.

OVERVIEW OF OUR BUSINESS AND OPERATING ENVIRONMENT

We are engaged principally in the business of renting equipment. Ancillary to our principal business of equipment rental, we also sell used rental equipment, sell new equipment and consumables and offer certain services and support to our customers. Our profitability is dependent upon a number of factors including the volume, mix and pricing of rental transactions and the utilization of equipment. Significant changes in the purchase price or residual values of equipment or interest rates can have a significant effect on our profitability depending on our ability to adjust pricing for these changes. Our business requires significant expenditures for equipment, and consequently we require substantial liquidity to finance such expenditures. See "Liquidity and Capital Resources" below.

Our revenues primarily are derived from rental and related charges and consist of:

- Equipment rental (includes all revenue associated with the rental of equipment including ancillary revenue from delivery, rental protection programs and fueling charges);
- Sales of rental equipment and sales of new equipment, parts and supplies; and
- Service and other revenue (primarily relating to training and labor provided to customers).

Our expenses primarily consist of:

- Direct operating expenses (primarily wages and related benefits, facility costs and other costs relating to the operation and rental of rental equipment, such as delivery, maintenance and fuel costs);
- Cost of sales of rental equipment, new equipment, parts and supplies;
- Depreciation expense relating to rental equipment;
- Selling, general and administrative expenses; and
- Interest expense.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)**COVID-19 Update**

In December 2019, a novel strain of coronavirus ("COVID-19") was identified and has spread globally. In March 2020, the World Health Organization characterized COVID-19 as a pandemic. Since March 2020, federal, state, provincial and local governments have implemented various measures in an effort to contain the virus, including physical distancing, travel restrictions, border closures, limitations on public gatherings, work from home, supply chain logistical changes and closure of non-essential businesses.

We remain focused on the safety and well-being of our employees, customers and communities as we maintain a high-level of service to our customers. We continue to communicate frequently throughout the organization to reinforce our health and safety guidelines, based on the Center for Disease Control recommendations. As the administration of vaccine programs continues we continue to evaluate our plans regarding the remote work environment and resumption of business travel for our employees.

We have seen economic recovery within our industry and our business since the second quarter of 2020 and we have positioned ourselves for growth by opening greenfield locations and returning to more normalized rental equipment capital expenditures by adding fleet in high growth markets. Despite the recovery we are seeing, the impact of the COVID-19 pandemic continues to evolve and the economic recovery could be slowed or reversed by a number of factors, including a widespread resurgence in COVID-19 infections, whether due to the spread of variants of the virus or otherwise, the rate of vaccinations, labor constraints, the strength of the global supply chain, and the rate in which governments are re-opening businesses or, in certain jurisdictions, reversing re-opening decisions. We cannot predict the extent to which our financial condition, results of operations or cash flows will ultimately be impacted, however, we believe we are well-positioned to operate effectively through the present environment.

Seasonality

Our business is usually seasonal, with demand for our rental equipment tending to be lower in the winter months, particularly in the northern United States and Canada. Our equipment rental business, especially in the construction industry, has historically experienced decreased levels of business from December until late spring and heightened activity during our third and fourth quarters until December. We have the ability to manage certain costs to meet market demand, such as fleet capacity, the most significant portion of our cost structure. For instance, to accommodate increased demand, we increase our available fleet and staff during the second and third quarters of the year. A number of our other major operating costs vary directly with revenues or transaction volumes; however, certain operating expenses, including rent, insurance and administrative overhead, remain fixed and cannot be adjusted for seasonal demand, typically resulting in higher profitability in periods when our revenues are higher, and lower profitability in periods when our revenues are lower. To reduce the impact of seasonality, we are focused on expanding our customer base through products that serve different industries with less seasonality and different business cycles.

HERC HOLDINGS INC. AND SUBSIDIARIES
ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)
RESULTS OF OPERATIONS

(\$ in millions)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2021	2020	\$ Change	% Change	2021	2020	\$ Change	% Change
Equipment rental	\$ 519.6	\$ 402.3	\$ 117.3	29.2 %	\$ 1,368.0	\$ 1,116.4	\$ 251.6	22.5 %
Sales of rental equipment	16.6	45.3	(28.7)	(63.4)	91.1	116.7	(25.6)	(21.9)
Sales of new equipment, parts and supplies	8.6	6.2	2.4	38.7	22.5	20.2	2.3	11.4
Service and other revenue	5.6	2.9	2.7	93.1	13.5	7.6	5.9	77.6
Total revenues	550.4	456.7	93.7	20.5	1,495.1	1,260.9	234.2	18.6
Direct operating	225.9	169.4	56.5	33.4	611.9	503.3	108.6	21.6
Depreciation of rental equipment	105.4	101.9	3.5	3.4	306.9	303.7	3.2	1.1
Cost of sales of rental equipment	13.7	46.3	(32.6)	(70.4)	76.8	118.3	(41.5)	(35.1)
Cost of sales of new equipment, parts and supplies	6.5	4.4	2.1	47.7	15.6	14.6	1.0	6.8
Selling, general and administrative	81.5	61.0	20.5	33.6	221.0	187.6	33.4	17.8
Impairment	—	—	—	—	0.4	9.5	(9.1)	(95.8)
Interest expense, net	21.4	22.4	(1.0)	(4.5)	63.8	70.1	(6.3)	(9.0)
Other expense (income), net	(0.1)	(0.3)	0.2	(66.7)	(0.3)	4.7	(5.0)	(106.4)
Income before income taxes	96.1	51.6	44.5	86.2	199.0	49.1	149.9	NM
Income tax provision	(23.8)	(11.7)	(12.1)	103.4	(46.7)	(10.9)	(35.8)	NM
Net income	\$ 72.3	\$ 39.9	\$ 32.4	81.2 %	\$ 152.3	\$ 38.2	\$ 114.1	NM

NM - not meaningful

Three Months Ended September 30, 2021 Compared with Three Months Ended September 30, 2020

Equipment rental revenue increased \$117.3 million, or 29.2%, during the third quarter of 2021 when compared to the third quarter of 2020 primarily due to higher volume of equipment on rent of 16.0% and positive pricing of 2.8% during the third quarter of 2021 over the same period in the prior year.

Sales of rental equipment decreased \$28.7 million, or 63.4%, during the third quarter of 2021 when compared to the third quarter of 2020. During the third quarter of 2021, the decline in volume of sales was related to the increase in utilization of rental equipment and management of the mix of rental equipment as part of our long-term strategy. The corresponding cost of sales of rental equipment as a percentage of the related revenue was 82.5% in the third quarter of 2021 compared to 102.2% in the third quarter of 2020. The increase in margin on sale of rental equipment in the third quarter of 2021 was due to a larger proportion of overall volume of sales through higher margin sales channels.

Direct operating expenses in the third quarter of 2021 increased \$56.5 million, or 33.4%, when compared to the third quarter of 2020 primarily related to increases in (i) personnel-related expenses of \$22.1 million resulting from merit increases and bonus incentives; additionally, there were limitations on overtime and furloughs in place during the third quarter of 2020, (ii) delivery and freight expenses of \$8.8 million due to an increased volume of transactions in the third quarter of 2021, (iii) maintenance expense of \$6.4 million related to initiatives to service more equipment with in-house resources and (iv) re-rent expense of \$11.5 million due to the corresponding increase in re-rent revenue.

Selling, general and administrative expenses increased \$20.5 million, or 33.6%, in the third quarter of 2021 when compared to the third quarter of 2020. The increase was primarily due to selling expense, including commissions and bonus incentives, of \$8.5 million, general payroll and benefits increases of \$3.7 million and travel expense of \$2.6 million as business travel resumes.

Interest expense, net decreased \$1.0 million, or 4.5%, during the third quarter of 2021 when compared with the same period in 2020 due to lower average outstanding balances and lower weighted average interest rates on the ABL Credit Facility.

HERC HOLDINGS INC. AND SUBSIDIARIES**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)**

Income tax provision was \$23.8 million during the third quarter of 2021 compared to \$11.7 million in 2020. The provision in the third quarter of 2021 was primarily driven by the level of pre-tax income, offset by non-deductible expenses and stock-based compensation.

Nine Months Ended September 30, 2021 Compared with Nine Months Ended September 30, 2020

Equipment rental revenue increased \$251.6 million, or 22.5%, during the nine months ended September 30, 2021 when compared to the prior-year period primarily due to higher volume of equipment on rent of 11.3% and positive pricing of 1.6% over the same period in the prior year.

Sales of rental equipment decreased \$25.6 million, or 21.9%, during the nine months ended September 30, 2021 when compared to the prior-year period. During the nine months ended September 30, 2021, the volume of sales was driven by the increase in utilization of rental equipment and selling certain classes of equipment to continue to improve our equipment mix. The corresponding cost of sales of rental equipment as a percentage of the related revenue was 84.3% in the nine months ended September 30, 2021 compared to 101.4% in the prior-year period. The increase in margin on sale of rental equipment in the nine months ended September 30, 2021 was due to a larger proportion of overall volume of sales through higher margin sales channels.

Direct operating expenses in the nine months ended September 30, 2021 increased \$108.6 million, or 21.6%, when compared to the prior-year period primarily related to (i) personnel-related expenses of \$36.9 million resulting from merit increases and bonus incentives; additionally, there were limitations on overtime and furloughs in place during the second and third quarters of 2020, (ii) delivery and freight expenses of \$23.2 million due to an increased volume of transactions in the nine months ended September 30, 2021 compared to the prior-year period, (iii) maintenance expense of \$13.7 million related to initiatives to service more equipment with in-house resources and (iv) re-rent expense of \$16.9 million due to the corresponding increase in re-rent revenue.

Selling, general and administrative expenses increased \$33.4 million, or 17.8%, in the nine months ended September 30, 2021 when compared to the prior-year period. The increase was primarily due to selling expense, including commissions and bonus incentives, of \$15.9 million, general payroll and benefits increases of \$14.9 million, which includes an increase in stock compensation expense of \$7.5 million, partially offset by a decrease in bad debt expense of \$5.4 million due to the continued improvements in collections.

Impairment expense during the nine months ended September 30, 2021 was \$0.4 million related to a ROU asset impairment charge for a previously closed location. Impairment expense was \$9.5 million during the nine months ended September 30, 2020 and consisted of \$6.3 million related to the partial impairment of a long-term receivable related to the sale of our former joint venture, \$1.7 million related to an ROU asset impairment charge for two previously closed locations and \$1.5 million related to certain assets that were deemed held for sale at June 30, 2020.

Interest expense, net decreased \$6.3 million, or 9.0%, during the nine months ended September 30, 2021 when compared to the prior-year period due to lower average outstanding balances and lower weighted average interest rates on the ABL Credit Facility.

Income tax provision was \$46.7 million during the nine months ended September 30, 2021 compared to \$10.9 million during the same period in 2020. The provision in the nine months ended 2021 was primarily driven by the level of pre-tax income, offset by non-deductible expenses and stock-based compensation.

LIQUIDITY AND CAPITAL RESOURCES

Our primary liquidity needs include the payment of operating expenses, purchases of rental equipment to be used in our operations, servicing of debt, funding acquisitions and payment of dividends. Our primary sources of funding are operating cash flows, cash received from the disposal of equipment and borrowings under our debt arrangements. As of September 30, 2021, we had approximately \$1.8 billion of total nominal indebtedness outstanding. A substantial portion of our liquidity needs arise from debt service on our indebtedness and from the funding of our costs of operations, capital expenditures, acquisitions and payment of dividends.

HERC HOLDINGS INC. AND SUBSIDIARIES

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

Our liquidity as of September 30, 2021 consisted of cash and cash equivalents of \$35.2 million and unused commitments of approximately \$1.4 billion under our ABL Credit Facility. See "Borrowing Capacity and Availability" below for further discussion. Our practice is to maintain sufficient liquidity through cash from operations, our ABL Credit Facility and our AR Facility to mitigate the impacts of any adverse financial market conditions on our operations. We believe that cash generated from operations and cash received from the disposal of equipment, together with amounts available under the ABL Credit Facility and the AR Facility or other financing arrangements will be sufficient to meet working capital requirements and anticipated capital expenditures, and other strategic uses of cash, if any, and debt payments, if any, over the next twelve months.

Cash Flows

Significant factors driving our liquidity position include cash flows generated from operating activities and capital expenditures. Historically, we have generated and expect to continue to generate positive cash flow from operations. Our ability to fund our capital needs will be affected by our ongoing ability to generate cash from operations and access to capital markets.

The following table summarizes the change in cash and cash equivalents for the periods shown (in millions):

	Nine Months Ended September 30,		
	2021	2020	\$ Change
Cash provided by (used in):			
Operating activities	\$ 503.2	\$ 424.0	\$ 79.2
Investing activities	(613.8)	(171.6)	(442.2)
Financing activities	112.9	(232.1)	345.0
Effect of exchange rate changes	(0.1)	0.5	(0.6)
Net change in cash and cash equivalents	<u>\$ 2.2</u>	<u>\$ 20.8</u>	<u>\$ (18.6)</u>

Operating Activities

During the nine months ended September 30, 2021, we generated \$79.2 million more cash from operating activities compared with the same period in 2020. The increase was related to improved operating results primarily resulting from higher revenues coupled with continued cost control measures. Additionally, the improvement in operating activities was related to timing of payments on accounts payable and other liabilities during the nine months ended September 30, 2021 as compared to the same period in 2020.

Investing Activities

Cash used in investing activities increased \$442.2 million during the nine months ended September 30, 2021 when compared with the prior-year period. Our primary use of cash in investing activities is for the acquisition of rental equipment, non-rental capital expenditures and acquisitions. Generally, we rotate our equipment and manage our fleet of rental equipment in line with customer demand and continue to invest in our information technology, service vehicles and facilities. Changes in our net capital expenditures are described in more detail in the "Capital Expenditures" section below. Additionally, we closed on four acquisitions during the nine months ended September 30, 2021 and finalized the working capital adjustment for a prior acquisition for a net cash outflow of \$225.2 million.

Financing Activities

Cash provided by financing activities was \$112.9 million during the nine months ended September 30, 2021 compared with cash used of \$232.1 million in the prior-year period. Financing activities primarily represents our changes in debt, which included net borrowings of \$127.9 million on our revolving lines of credit and securitization during the nine months ended of 2021, which were used primarily to fund acquisitions during the period. Net repayments in the prior year period were \$221.7 million.

In order to reduce future cash interest payments, as well as future amounts due at maturity or upon redemption, we may from time to time repurchase our debt, including our notes, bonds, loans or other indebtedness, in privately negotiated, open market

HERC HOLDINGS INC. AND SUBSIDIARIES

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)

or other transactions and upon such terms and at such prices as we may determine. We will evaluate any such transactions in light of then-existing market conditions, taking into account our current liquidity and prospects for future access to capital. The repurchases may be material and could relate to a substantial proportion of a particular class or series, which could reduce the trading liquidity of such class or series.

Capital Expenditures

Our capital expenditures relate largely to purchases of rental equipment, with the remaining portion representing purchases of property, equipment and information technology. The table below sets forth the capital expenditures related to our rental equipment and related disposals for the periods noted (in millions).

	Nine Months Ended September 30,	
	2021	2020
Rental equipment expenditures	\$ 447.0	\$ 273.2
Disposals of rental equipment	(86.1)	(114.1)
Net rental equipment expenditures	<u>\$ 360.9</u>	<u>\$ 159.1</u>

Net capital expenditures for rental equipment increased \$201.8 million during the nine months ended September 30, 2021 compared to the same period in 2020. During the nine months ended September 30, 2021, we increased rental equipment expenditures back to pre-pandemic levels to add select fleet in high growth markets as part of our long-term capital expenditure plans and managed disposals to respond to a tightening market to effectively manage our fleet.

Borrowing Capacity and Availability

Our ABL Credit Facility and AR Facility (together, the "Facilities") provide our borrowing capacity and availability. Creditors under the Facilities have a claim on specific pools of assets as collateral as identified in each credit agreement. Our ability to borrow under the Facilities is a function of, among other things, the value of the assets in the relevant collateral pool. We refer to the amount of debt we can borrow given a certain pool of assets as the "Borrowing Base."

The accounts receivable and other assets of the SPE are encumbered in favor of the lenders under our AR Facility. The SPE assets are owned by the SPE and are not available to settle the obligations of the Company or any of its other subsidiaries. Substantially all of the remaining assets of Herc and certain of its U.S. and Canadian subsidiaries are encumbered in favor of our lenders under our ABL Credit Facility. None of such assets are available to satisfy the claims of our general creditors. See Note 11, "Debt" to the notes to our consolidated financial statements included in Part II, Item 8 "Financial Statements" included in our Annual Report on Form 10-K for the year ended December 31, 2020, and Note 9, "Debt" included in Part I, Item 1 "Financial Statements" of this Report for more information.

With respect to the Facilities, we refer to "Remaining Capacity" as the maximum principal amount of debt permitted to be outstanding under the Facilities (i.e., the amount of debt we could borrow assuming we possessed sufficient assets as collateral) less the principal amount of debt then-outstanding under the Facility. We refer to "Availability Under Borrowing Base Limitation" as the lower of Remaining Capacity or the Borrowing Base less the principal amount of debt then-outstanding under the Facility (i.e., the amount of debt we could borrow given the collateral we possess at such time).

As of September 30, 2021, the following was available to us (in millions):

	Remaining Capacity	Availability Under Borrowing Base Limitation
ABL Credit Facility	\$ 1,367.3	\$ 1,367.3
AR Facility	—	—
Total	<u>\$ 1,367.3</u>	<u>\$ 1,367.3</u>

As of September 30, 2021, \$24.8 million of standby letters of credit were issued and outstanding under the ABL Credit Facility, none of which have been drawn upon. The ABL Credit Facility had \$225.2 million available under the letter of credit facility sublimit, subject to borrowing base restrictions.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (CONTINUED)**Covenants**

Our ABL Credit Facility, our AR Facility and our 2027 Notes contain a number of covenants that, among other things, limit or restrict our ability to dispose of assets, incur additional indebtedness, incur guarantee obligations, prepay certain indebtedness, make certain restricted payments (including paying dividends, redeeming stock or making other distributions), create liens, make investments, make acquisitions, engage in mergers, fundamentally change the nature of our business, make capital expenditures, or engage in certain transactions with certain affiliates.

Under the terms of our ABL Credit Facility, our AR Facility and our 2027 Notes, we are not subject to ongoing financial maintenance covenants; however, under the ABL Credit Facility, failure to maintain certain levels of liquidity will subject us to a contractually specified fixed charge coverage ratio of not less than 1:1 for the four quarters most recently ended. As of September 30, 2021, the appropriate levels of liquidity have been maintained, therefore this financial maintenance covenant is not applicable.

Additional information on the terms of our 2027 Notes, ABL Credit Facility and AR Facility is included in Note 11, "Debt" to the notes to our consolidated financial statements included in Part II, Item 8 "Financial Statements" included in our Annual Report on Form 10-K for the year ended December 31, 2020. For a discussion of the risks associated with our indebtedness, see Part I, Item 1A "Risk Factors" contained in our Annual Report on Form 10-K for the year ended December 31, 2020.

Dividends

On September 20, 2021, the Company declared a quarterly dividend of \$0.50 per share to record holders as of October 20, 2021, with payment date of November 4, 2021. The declaration of dividends on our common stock is discretionary and will be determined by our board of directors in its sole discretion and will depend on our business conditions, financial condition, earnings, liquidity and capital requirements, contractual restrictions and other factors. The amounts available to pay cash dividends are restricted by our debt agreements.

CONTRACTUAL OBLIGATIONS

As of September 30, 2021, there have been no material changes outside the ordinary course of business to our known contractual obligations as set forth in the Contractual Obligations table included in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report on Form 10-K for the year ended December 31, 2020.

OFF-BALANCE SHEET COMMITMENTS AND ARRANGEMENTS

As of September 30, 2021, there have been no material changes to our indemnification obligations as disclosed in Note 17, "Commitments and Contingencies" in our Annual Report on Form 10-K for the year ended December 31, 2020. For further information, see the discussion on indemnification obligations included in Note 13, "Commitments and Contingencies" in Part I, Item 1 "Financial Statements" of this Report.

For information concerning the securities litigation and other contingencies, see Note 13, "Commitments and Contingencies" in Part I, Item 1 "Financial Statements" of this Report.

RECENT ACCOUNTING PRONOUNCEMENTS

For a discussion of recent accounting pronouncements, see Note 2, "Basis of Presentation and Recently Issued Accounting Pronouncements" in Part I, Item 1 "Financial Statements" of this Report.

HERC HOLDINGS INC. AND SUBSIDIARIES

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to a variety of market risks, including the effects of changes in interest rates (including credit spreads), foreign currency exchange rates and fluctuations in fuel prices. We manage our exposure to these market risks through our regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. Derivative financial instruments are viewed as risk management tools and have not been used for speculative or trading purposes. In addition, derivative financial instruments are entered into with a diversified group of major financial institutions in order to manage our exposure to counterparty nonperformance on such instruments.

As of September 30, 2021, there has been no material change in the information reported under Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk," in our Annual Report on Form 10-K for the year ended December 31, 2020.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our senior management has evaluated the effectiveness of the design and operation of our disclosure controls and procedures, as defined under Exchange Act Rules 13a-15(e) and 15d-15(e), as of the end of the period covered by this report. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of September 30, 2021, our disclosure controls and procedures were effective to provide reasonable assurance that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended September 30, 2021, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

HERC HOLDINGS INC. AND SUBSIDIARIES

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

For a description of certain pending legal proceedings see Note 13, "Commitments and Contingencies" to the notes to our condensed consolidated financial statements in Part I, Item 1 "Financial Statements" of this Report.

ITEM 1A. RISK FACTORS

There have been no material changes to our risk factors from those previously disclosed under Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2020.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Share Repurchase Program

In March 2014, Hertz Holdings announced a \$1.0 billion share repurchase program (the "Share Repurchase Program"), which replaced an earlier program. The Share Repurchase Program permits us, as the successor to Hertz Holdings, to purchase shares through a variety of methods, including in the open market or through privately negotiated transactions, in accordance with applicable securities laws. We are not obligated to make any repurchases at any specific time or in any specific amount. The timing and extent to which we repurchase shares will depend upon, among other things, market conditions, share price, liquidity targets, contractual restrictions and other factors. Share repurchases may be commenced or suspended at any time or from time to time, subject to legal and contractual requirements, without prior notice. There were no share repurchases during the nine months ended September 30, 2021. As of September 30, 2021, the approximate dollar value that remains available for share purchases under the Share Repurchase Program is \$395.9 million.

ITEM 5. OTHER INFORMATION

None.

HERC HOLDINGS INC. AND SUBSIDIARIES

ITEM 6. EXHIBITS

Exhibit Number	Description
3.1.1	Amended and Restated Certificate of Incorporation of Herc Holdings (Incorporated by reference to Exhibit 3.1 to the Annual Report on Form 10-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on March 30, 2007).
3.1.2	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Herc Holdings, effective as of May 14, 2014 (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of Hertz Global Holdings, Inc. (File No. 001-33139), as filed on May 14, 2014).
3.1.3	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Herc Holdings, dated June 30, 2016 (reflecting the registrant's name change to "Herc Holdings Inc.") (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of Herc Holdings (File No. 001-33139), as filed on July 6, 2016).
3.1.4	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Herc Holdings, dated June 30, 2016 (Incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K of Herc Holdings (File No. 001-33139), as filed on July 6, 2016).
3.2	Amended and Restated By-Laws of Herc Holdings Inc., effective May 17, 2018 (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of Herc Holdings Inc. (File No. 001-33139), as filed on May 23, 2018).
10.1	Amendment No. 2 to Receivables Financing Agreement, among Herc Receivables U.S. LLC, The Additional Canadian Borrower to the Extent Added as a Party Thereto, Herc Rentals Inc., the Lenders and Managing Agents from time to time party thereto, and Credit Agricole Corporate and Investment Bank, as Administrative Agent (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Herc Holdings (File No. 001-33139) as filed on August 31, 2021).
10.2*	Form of Amended Director Restricted Stock Unit Agreement.
10.3*	Form of Amended Executive Officer Performance Stock Unit Agreement.
10.4*	Form of Amended Executive Officer Restricted Stock Unit Agreement.
31.1*	Certification of the Principal Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to §302 of the Sarbanes-Oxley Act of 2002 of 2002
31.2*	Certification of the Principal Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) under the Securities and Exchange Act of 1934, as adopted pursuant to §302 of the Sarbanes-Oxley Act of 2002
32.1**	18 U.S.C. Section 1350 Certifications of Principal Executive Officer and the Principal Financial Officer
101.INS*	XBRL Instance Document - the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

*Filed herewith

**Furnished herewith

HERC HOLDINGS INC. AND SUBSIDIARIES

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 thereunto duly authorized.

Date: October 21, 2021

HERC HOLDINGS INC.
(Registrant)

By: /s/ MARK IRION

Mark Irion
Senior Vice President and Chief Financial Officer

HERC HOLDINGS INC.

DIRECTOR RESTRICTED STOCK UNIT AGREEMENT

Award Date: [●]

Director: [●]

Number of Restricted Stock Units Granted: [●]

THIS DIRECTOR RESTRICTED STOCK UNIT Agreement (this “Agreement”) is entered into effective as of the date set forth above (the “Award Date”) between Herc Holdings Inc., a Delaware corporation (the “Company”), and the director identified above (the “Director”), pursuant to the Company’s 2018 Omnibus Incentive Plan (as amended from time to time, the “Plan”). The electronic acceptance of this Agreement is incorporated herein by reference.

1. Grant and Acceptance of Restricted Stock Units. The Company hereby evidences and confirms its grant to the Director, effective as of the Award Date, of the number of restricted stock units (the “Restricted Stock Units”) set forth above, which shall be subject to the terms and conditions of the Plan and this Agreement. The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Restricted Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Restricted Stock Units; Dividend Equivalents.

(a) Vesting. Except as otherwise provided in this Section 2, the Restriction Period applicable to the Restricted Stock Units shall lapse, if at all, on the date of the Company’s annual shareholder meeting in 2022 (the “Vesting Date”), subject to the Director’s continued services on the Board of the Company until such Vesting Date. This Restriction Period is intended to satisfy the one-year minimum vesting period set forth in the Plan by requiring the Director to remain in service from the date of the Company’s annual shareholder meeting in 2021 until the date of the Company’s annual shareholder meeting in 2022. Such Restricted Stock Units shall be settled as provided in Section 3.

(b) Termination of Services.

(i) Death or Disability. If the Director ceases to serve on the Board of the Company due to death or Disability prior to the Vesting Date, the Restriction Period shall lapse immediately upon such cessation with respect to all Restricted Stock Units. Such Restricted Stock Units shall be settled as provided in Section 3.

(ii) Any Other Reason. If the Director ceases to serve on the Board of the Company (whether by the Director or the Company) for any reason other than death or

Disability prior to the Vesting Date, all outstanding Restricted Stock Units shall immediately be forfeited and canceled effective as of the date of the Director's cessation.

(c) Change in Control.

(i) Subject to Section 2(c)(ii), in the event of a Change in Control prior to the Vesting Date, the Restriction Period applicable to all outstanding Restricted Stock Units shall lapse immediately prior to such Change in Control, and all such Restricted Stock Units shall be settled as set forth in Section 3, subject to the Director's continued services on the Board of the Company until the date of such Change in Control.

(ii) Notwithstanding Section 2(c)(i), no cancellation, termination, lapse of Restriction Period or settlement or other payment shall occur with respect to the Restricted Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Restricted Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, and subject to Section 7(g) of this Agreement and Section 11.7 of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

(e) Dividend Equivalents. Participant shall be entitled to receive an amount equal to any cash dividend paid by the Company upon one share of Common Stock for each Restricted Stock Unit held by Participant for any dividends whose record date falls in the period commencing on the Award Date and ending immediately prior to the issuance of the underlying shares of Common Stock ("Dividend Equivalent"), provided that, (i) Participant shall have no right to receive the Dividend Equivalents unless and until the associated Restricted Stock Units vest, (ii) Dividend Equivalents shall not accrue interest and (iii) Dividend Equivalents shall be accumulated and paid in cash at the same time that the associated Restricted Stock Units are settled.

3. Settlement of Restricted Stock Units. Subject to other applicable provisions of this Agreement, not later than 30 days after the lapse of the Restriction Period with respect to any Restricted Stock Units, the Company shall issue to the Director one share of Common Stock underlying each Restricted Stock Unit as to which the Restriction Period has lapsed. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Director's settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Restriction Period, the Director engages in Wrongful Conduct (as defined herein), then any Restricted Stock Units for which the Restriction Period has not then lapsed (or for which settlement has not yet occurred) shall automatically terminate and be forfeited and canceled effective as of the date on which the Director first engaged in such Wrongful Conduct. If the Director engages in Wrongful Conduct during the Restriction Period, the Director also shall pay to the Company in cash any Restriction-Based Financial Gain the Director realized from the lapse of the Restriction Period applicable to all or a portion of the Restricted Stock Units with respect to which

the Restriction Period lapsed within the Wrongful Conduct Period (as defined herein). By entering into this Agreement, the Director hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Director any amounts the Director owes to the Company under this Section 4 to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Director for the Director's Wrongful Conduct. The Director's obligations under this Section 4 shall be cumulative (but not duplicative) of any similar obligations the Director has under the Plan, this Agreement, any Company policy, standard or code, or any other agreement with the Company or any Subsidiary.

For purposes of this Agreement, and notwithstanding anything in the Plan to the contrary, "Wrongful Conduct" means the breach or violation by the Director of the Company's Standards of Business Conduct, Corporate Governance Guidelines or Directors' Code of Business Conduct and Ethics (each as amended from time to time, and including any successor or replacement policy or standard).

For purposes of this Agreement, and notwithstanding anything in the Plan to the contrary, "Wrongful Conduct Period" means the twelve-month period ending on the date of the Director's Wrongful Conduct (or such other period as determined by the Committee).

5. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Director may not sell or transfer the shares of Common Stock acquired upon settlement of the Restricted Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Restricted Stock Units shall be registered in the Director's name, or, if applicable, in the names of the Director's heirs or estate (or in the name of such other persons or entities provided by the Director and approved by the Committee or Board). Such shares shall be issued in uncertificated, book entry form. The book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require.

(c) To the extent permitted by Section 409A of the Code, the grant of the Restricted Stock Units and issuance of shares of Common Stock upon settlement of the Restricted Stock Units will be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Restricted Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Restricted Stock Units, the Company may require the Director to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Restricted Stock Units. All fractional shares of Common Stock shall be rounded to the nearest whole share.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Director's behalf upon the Director's Disability (if necessary), or upon the Director's estate's behalf after the death of the Director, is appropriately authorized.

6. Director's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to a beneficiary designated in accordance with procedures established by the Company or to the estate of the Director upon the Director's death (or to such other persons or entities as provided under Section 11.1 of the Plan and approved by the Committee or Board); provided that any such permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if the Director continued to hold the Restricted Stock Units (except that such permitted transferee may only transfer the Restricted Stock Units by will or by the laws of descent and distribution upon the transferee's death). Any attempt by the Director, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Restricted Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this Agreement, including this Section 6(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. Except as set forth in Section 2(e) above, the Director shall not have any rights as a stockholder of the Company with respect to any shares of Common Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Common Stock are issued to the Director in respect thereof.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Director without the prior written consent of the other party, and, for the avoidance of doubt, in the case of the Company, subject to Section 7.3 and Article IX of the Plan.

(c) No Right to Continued Service on the Board. Nothing in the Plan or this Agreement shall confer upon the Director any right to continue serving on the Board of the Company (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). This Agreement is not to be construed as a contract of service relationship between the Company and Director. Nothing in the Plan or this Agreement shall confer on the Director the right to receive any future Awards under the Plan.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Director, as the case may be, at the following addresses or to such other address as the Company or the Director, as the case may be, shall specify by notice to the other:

If to the Company, to it at:

Herc Holdings Inc.
27500 Riverview Center Blvd.
Bonita Springs, Florida 34134
Attention: Chief Legal Officer
Fax: (239) 301-1109

If to the Director, to the Director at his or her most recent address as shown on the books and records of the Company.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Restricted Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Director. This Agreement may not be amended, modified or supplemented orally.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Taxation. It is intended that the provisions of this Agreement comply with Section 409A of the Code to the extent applicable, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code and any similar state or local law.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Director acknowledges: (a) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (b) that the Award does not create any contractual or other right to receive future grants of Awards; (c) that participation in the Plan is voluntary; and (d) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Data Privacy. The Director authorizes the Company or any Affiliate of the Company that has or lawfully obtains personal data relating to the Director to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Director hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Director pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement, and to the extent applicable, the Restricted Stock Units granted hereunder shall be subject to any claw back policy or compensation recovery policy or such other similar policy of the Company as are in effect from time to time with respect to the Director.

(m) Company Rights. The existence of the Restricted Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(o) Further Assurances. The Director agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Director's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

HERC HOLDINGS INC.
EXECUTIVE OFFICER PERFORMANCE STOCK UNIT AGREEMENT

Grant Date: [●]

Participant: [●]

Grant Target Number of Performance Stock Units: [●]

THIS EXECUTIVE OFFICER PERFORMANCE STOCK UNIT AGREEMENT (the “Agreement”) is entered into as of the date set forth above (the “Grant Date”) by and between Herc Holdings Inc., a Delaware corporation (the “Company”), and the participant identified above (the “Participant”), pursuant to the Herc Holdings Inc. 2018 Omnibus Incentive Plan (as amended from time to time, the “Plan”). The electronic acceptance of this Agreement is incorporated herein by reference.

1. Grant and Acceptance of Performance Stock Units. The Company hereby evidences and confirms its grant to the Participant, effective as of the Grant Date, of the target number of performance stock units (the “Performance Stock Units”) set forth above (the “Grant Target Number”), which shall be subject to the terms and conditions of the Plan and this Agreement, including the adjustments as provided in this Agreement (including, without limitation, Section 2(c)(ii)). The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Performance Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Performance Stock Units; Dividend Equivalents.

(a) Generally. Except as otherwise provided in this Section 2, that number of Performance Stock Units equal to the Grant Target Number of Performance Stock Units (as may have been modified by this Agreement (including, without limitation, Section 2(c))) multiplied by the Target Adjustment Percentage (as defined in Exhibit A) attained for the Performance Period shall become vested as of the last day of the Performance Period (as defined in Exhibit A) (such date, the “Vesting Date”), subject to (i) the achievement of the performance criteria established by the Committee for the Performance Period (the “Performance Criteria”), and (ii) the continued employment of the Participant by the Company or any Subsidiary thereof from the Grant Date through the Vesting Date (except as otherwise provided under Section (2)(c) and (d)).

Performance Stock Units that become vested in accordance with the prior paragraph shall be settled as provided in Section 3. To the extent that any Performance Stock Units do

not become vested as of the Vesting Date as provided above, such Performance Stock Units shall immediately be forfeited and canceled.

(b) Forfeiture Due to Performance Criteria Non-Achievement. If the Committee determines on the Determination Date (as defined in Section 3(a)) that the Performance Criteria have not been achieved for the Performance Period and/or the Target Adjustment Percentage is 0% for the Performance Period, all Performance Stock Units shall immediately be forfeited and canceled.

(c) Termination of Employment.

(i) Death or Disability. If the Participant's employment is terminated prior to the Vesting Date due to death or Disability, that number of Performance Stock Units equal to the Grant Target Number of Performance Stock Units shall become vested as of such termination. Such vested Performance Stock Units shall be settled as provided in Section 3.

(ii) Retirement or Involuntary Termination by the Company, Not for Cause. If the Participant's employment is terminated prior to the Vesting Date due to Retirement or, after the first anniversary of the commencement of the Performance Period, due to an involuntary termination by the Company or any Subsidiary, without Cause, that number of Performance Stock Units equal to the Grant Target Number of Performance Stock Units multiplied by a fraction, the numerator of which is the number of full completed months elapsed since the commencement of the Performance Period, and the denominator of which is 36, shall become vested as of such termination. Such vested Performance Stock Units shall be settled as provided in Section 3, subject to Section 7(g). Any Performance Stock Units that remain unvested after giving effect to the preceding sentences shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(iii) Any Other Reason. If the Participant's employment terminates (whether by the Participant or by the Company or a Subsidiary) for any reason other than death or Disability prior to the Vesting Date, and subject to acceleration of vesting pursuant to Section 2(c)(ii) and Section 2(d), any outstanding Performance Stock Units that are not vested as of such time shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(d) Change in Control.

(i) Except to the extent that the Participant holds an Alternative Award following a Change in Control prior to the Vesting Date in accordance with Section 2(d)(ii) of this Agreement and Section 9.2 of the Plan, that number of Performance Stock Units equal to the Grant Target Number of Performance Stock Units shall become fully vested immediately prior to such Change in Control, and such Performance Stock Units shall be settled as set forth in Section 3, subject to the continued employment of the Participant by the Company or any Subsidiary thereof until the date of the Change in Control.

(ii) Notwithstanding Section 2(d)(i), no cancellation, termination, vesting or settlement or other payment shall occur with respect to the Performance Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Performance Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan. If the Committee makes such a determination, then the Award shall continue to vest in accordance with Section 2 of this Agreement with respect to that number of Performance Stock Units equal to the Grant Target Number of Performance Stock Units based solely on the vesting requirements relating to the Participant's continued employment (disregarding whether or not the Performance Criteria is achieved), and such Performance Stock Units also shall become fully vested if the Participant's employment is terminated involuntarily by the Company or its successor without Cause within two years after the date of the Change in Control, to the extent not vested previously.

(e) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, and subject to Section 7(g) of this Agreement and Section 11.7 of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Performance Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

(f) Dividend Equivalents. Participant shall be entitled to receive an amount equal to any cash dividend paid by the Company upon one share of Common Stock for each Performance Stock Unit held by Participant for any such dividend whose record date falls in the period commencing on the Grant Date and ending immediately prior to the issuance of the underlying shares of Common Stock ("Dividend Equivalent"), provided that, (i) Participant shall have no right to receive the Dividend Equivalents unless and until the associated Performance Stock Units vest, (ii) Dividend Equivalents shall not accrue interest and (iii) Dividend Equivalents shall be accumulated and paid in cash at the same time that the associated Performance Stock Units are settled.

3. Determination of Performance and Settlement of Performance Stock Units.

(a) Determination of Performance. As soon as administratively feasible after the end of the Performance Period (as defined in Exhibit A), unless the Performance Stock Units vested previously under Section 2(c) or (d), the Committee shall determine whether or not, and to what extent, the Performance Criteria have been achieved and the Target Adjustment Percentage for the Performance Period. The date on which the Committee makes such determination is referred to herein as the "Determination Date" for the Performance Period.

(b) Settlement. Subject to the following sentence, within 30 days after any Performance Stock Units have become vested, the Company shall issue to the Participant one share of Common Stock underlying each such vested Performance Stock Unit. Notwithstanding the preceding sentence, if Restricted Stock Units held by a Participant who could become Retirement-eligible prior to the Vesting Date become vested as a result of a Change in Control and the Change in Control does not qualify as a "change in the ownership or effective control" of the Company or "in the ownership of a substantial portion of the assets" of

the Company within the meaning of Section 409A of the Code, then the Company shall not settle such Performance Stock Units until the earlier of (A) the Participant's termination of employment and (B) the Vesting Date, to the extent required to comply with Section 409A of the Code. For the avoidance of doubt, the preceding two sentences are subject to Section 7(g) of this Agreement and Section 11.7 of the Plan. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Participant's settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Covered Period, as defined in Section 4.6 of the Plan, the Participant engages in Wrongful Conduct, then any outstanding Performance Stock Units for which the Restriction Period has not then lapsed (or for which settlement has not yet occurred) shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct. If the Participant engages in Wrongful Conduct during the Covered Period or if the Participant's employment is terminated for Cause, the Participant shall pay to the Company in cash any Performance-Based Financial Gain the Participant realized from the vesting of any Performance Stock Units having a Vesting Date within the Wrongful Conduct Period. By entering into this Agreement, the Participant hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Participant any amounts the Participant owes to the Company under this Section 4 to the extent permitted by law. This right of setoff is in addition to any other remedies the Company may have against the Participant for the Participant's breach of this Section 4. The Participant's obligations under this Section 4 shall be cumulative of any similar obligations the Participant has under the Plan, this Agreement, any Company policy, standard or code (including, without limitation, the Company's Code of Ethics), or any other agreement with the Company or any Subsidiary.

5. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Participant may not sell or transfer the shares of Common Stock acquired upon settlement of the Performance Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Performance Stock Units shall be registered in the Participant's name, or, if applicable, in the names of the Participant's beneficiary, heirs or estate. Such shares shall be issued in uncertificated, book entry form. The book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require.

(c) To the extent permitted by Section 409A of the Code, the grant of the Performance Stock Units and issuance of shares of Common Stock upon settlement of the Performance Stock Units shall be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the

requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Performance Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Performance Stock Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Performance Stock Units. All fractional shares of Common Stock shall be rounded to the nearest whole share.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Participant's behalf upon the Participant's Disability (if necessary), or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized.

6. Participant's Rights with Respect to the Performance Stock Units.

(a) Restrictions on Transferability. The Performance Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to a beneficiary designated in accordance with procedures established by the Company or to the estate of the Participant upon the Participant's death (or to such other persons or entities as provided under Section 11.1 of the Plan and approved by the Committee or Board); provided that any permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if the Participant continued to hold the Performance Stock Units (except that such permitted transferee may only transfer the Performance Stock Units by will or by the laws of descent and distribution upon the transferee's death). Any attempt by the Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Performance Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this Agreement, including this Section 6(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. Except as set forth in Section 2(f) above, the Participant shall not have any rights as a stockholder of the Company with respect to any

shares of Common Stock corresponding to the Performance Stock Units granted hereby unless and until shares of Common Stock are issued to the Participant in respect thereof.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party, and, for the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(c) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). This Agreement is not to be construed as a contract of employment between the Company and the Participant. Nothing in the Plan or this Agreement shall confer on the Participant the right to receive any future Awards under the Plan.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Participant, as the case may be, at the following addresses or to such other address as the Company or the Participant, as the case may be, shall specify by notice to the other (provided, however, that such notices and communications may, in the alternative, be sent to the Company by electronic mail to the address listed below):

If to the Company, to it at:

Herc Holdings Inc.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134
Attention: Chief Legal Officer
Email: wade.sheek@hercrentals.com

If to the Participant, to the Participant at his or her most recent address as shown on the books and records of the Company or Subsidiary employing the Participant.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended in writing from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Performance Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Participant.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Tax Withholding: Section 409A.

(i) The Company shall have the right and power to deduct from all amounts paid to the Participant in cash or shares (whether under the Plan or otherwise) or to require the Participant to remit to the Company promptly upon notification of the amount due, an amount (which may include shares of Common Stock) to satisfy federal, state or local or foreign taxes or other obligations required by law to be withheld with respect to the Performance Stock Units. No shares of Common Stock shall be issued unless and until arrangements satisfactory to the Committee shall have been made to satisfy the withholding tax obligations applicable with respect to such Performance Stock Units. To the extent permitted by Section 409A of the Code, the Company may defer payments of cash or issuance or delivery of Common Stock until such requirements are satisfied. Without limiting the generality of the foregoing, the Participant may elect to tender shares of Common Stock (including shares of Common Stock issuable in respect of the Performance Stock Units) to satisfy, in whole or in part, the amount required to be withheld.

(ii) It is intended that the provisions of this Agreement comply with Section 409A of the Code, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A and any similar state or local law. Notwithstanding any other provision in this Agreement, if the Participant is a "specified employee," as defined in Section 409A of the Code, as of the date of Participant's separation from service, then to the extent any amount payable to the Participant (A) constitutes the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, (B) is payable upon the Participant's separation from service and (C) under the terms of this Agreement would be payable prior to the six-month anniversary of the Participant's separation from service, such payment shall be delayed until the earlier to occur of (x) the first business day following the six-month anniversary of the separation from service and (y) the date of the Participant's death. For purposes of this Agreement, termination of employment shall be construed consistent with a "separation from service" under Section 409A of the Code, and all payments under this Agreement will

be construed as a series of separate payments to the maximum extent permitted by Section 409A of the Code.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Performance Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Employee Data Privacy. The Participant authorizes any Affiliate of the Company that employs the Participant or that otherwise has or lawfully obtains personal data relating to the Participant to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Performance Stock Units evidenced hereby, the Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Performance Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement or the Plan, the Performance Stock Units shall be subject to the Company's Amended and Restated Compensation Recovery Policy (as amended from time to time, and including any successor or replacement policy or standard).

(m) Company Rights. The existence of the Performance Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this

Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

(o) Further Assurances. The Participant agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Participant's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

HERC HOLDINGS INC.
EXECUTIVE OFFICER RESTRICTED STOCK UNIT AGREEMENT

Grant Date: [●]

Participant: [●]

Number of Restricted Stock Units Granted: [●]

THIS EXECUTIVE OFFICER RESTRICTED STOCK UNIT AGREEMENT (the “Agreement”) is entered into effective as of the date set forth above (the “Grant Date”) by and between Herc Holdings Inc., a Delaware corporation (the “Company”), and the participant identified above (the “Participant”), pursuant to the Company’s 2018 Omnibus Incentive Plan (as amended from time to time, the “Plan”). The electronic acceptance of this Agreement is incorporated herein by reference.

1. Grant and Acceptance of Restricted Stock Units. The Company hereby evidences and confirms its grant to the Participant, effective as of the Grant Date, of the number of restricted stock units (the “Restricted Stock Units”) set forth above and which shall be subject to the terms and conditions of the Plan and this Agreement. The Participant must accept this Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award may be rescinded upon the action of the Company, in its sole discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Participant indicating availability for acceptance.

This Agreement is subordinate to, and the terms and conditions of the Restricted Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting of Restricted Stock Units; Dividend Equivalents.

(a) Generally. Except as otherwise provided in this Section 2, one-third of the Restricted Stock Units shall become vested on each of the first, second and third anniversaries of the Grant Date (each, a “Vesting Date”), subject to the continued employment of the Participant by the Company or any Subsidiary thereof through the applicable Vesting Date. Such Restricted Stock Units shall be settled as provided in Section 3.

(b) Termination of Employment.

(i) Death or Disability. If the Participant’s employment is terminated due to death or Disability prior to any Vesting Date, all outstanding Restricted Stock Units shall become immediately vested upon such termination, to the extent not vested previously. Such Restricted Stock Units shall be settled as provided in Section 3.

(ii) Retirement or Involuntary Termination by the Company, not for Cause. If the Participant’s employment is terminated prior to the third anniversary of the Grant Date due to Retirement or involuntary termination by the Company, not for Cause, the Restricted Stock Units shall become vested with respect to an additional one-third of the number of Restricted Stock Units granted multiplied by a fraction, the numerator of

which is the number of full completed months elapsed since either (A) the Grant Date, or (B) if the first anniversary of the Grant Date has occurred, then the Vesting Date immediately preceding such termination, and the denominator of which is 12. Such Restricted Stock Units shall be settled as provided in Section 3, subject to Section 7(g). Any Restricted Stock Units that remain unvested after giving effect to the preceding sentences shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(iii) Any Other Reason. If the Participant's employment terminates (whether by the Participant or by the Company or a Subsidiary) for any reason other than death or Disability, and subject to acceleration of vesting pursuant to Section 2(b)(ii) and Section 2(c), any outstanding Restricted Stock Units shall immediately be forfeited and canceled effective as of the date of the Participant's termination.

(c) Change in Control.

(i) Except to the extent that the Participant holds an Alternative Award following a Change in Control prior to the third anniversary of the Grant Date in accordance with Section 2(c)(ii) of this Agreement and Section 9.2 of the Plan, any outstanding Restricted Stock Units shall become fully vested immediately prior to such Change in Control, to the extent not vested previously, and the Restricted Stock Units shall be settled as set forth in Section 3, subject to the continued employment of the Participant by the Company or any Subsidiary thereof until the date of the Change in Control.

(ii) Notwithstanding Section 2(c)(i), no cancellation, termination, vesting or settlement or other payment shall occur with respect to the Restricted Stock Units if the Committee (as constituted immediately prior to the Change in Control) reasonably determines, in good faith, prior to the Change in Control that the Restricted Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 9.2 of the Plan, including the requirement therein that the Restricted Stock Units shall become fully vested if the Participant's employment is terminated involuntarily by the Company or its successor without Cause within two years following the Change in Control.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, and subject to Section 7(g) of this Agreement and Section 11.7 of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

(e) Dividend Equivalents. Participant shall be entitled to receive an amount equal to any cash dividend paid by the Company upon one share of Common Stock for each Restricted Stock Unit held by Participant for any such dividend whose record date falls in the period commencing on the Grant Date and ending immediately prior to the issuance of the underlying shares of Common Stock ("Dividend Equivalent"), provided that, (i) Participant shall have no right to receive the Dividend Equivalents unless and until the associated Restricted Stock Units vest, (ii) Dividend Equivalents shall not accrue interest and (iii) Dividend Equivalents shall be

accumulated and paid in cash at the same time that the associated Restricted Stock Units are settled.

3. Settlement. Subject to the following sentence, within 30 days after any Restricted Stock Units become vested, the Company shall issue to the Participant one share of Common Stock underlying each such vested Restricted Stock Unit. Notwithstanding the preceding sentence, if Restricted Stock Units held by a Participant who could become Retirement-eligible prior to the third anniversary of the Grant Date become vested as a result of a Change in Control and the Change in Control does not qualify as a “change in the ownership or effective control” of the Company or “in the ownership of a substantial portion of the assets” of the Company within the meaning of Section 409A of the Code, then the Company shall not settle such Restricted Stock Units until the earlier of (A) the Participant’s termination of employment and (B) the originally scheduled Vesting Date of such Restricted Stock Units, to the extent required to comply with Section 409A of the Code. For the avoidance of doubt, the preceding two sentences are subject to Section 7(g) of this Agreement and Section 11.7 of the Plan. Upon issuance, such shares of Common Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated in compliance with all applicable law, this Agreement and any other agreement to which such shares are subject. The Participant’s settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

4. Forfeiture. Notwithstanding anything in the Plan or this Agreement to the contrary, if, during the Covered Period, as defined in Section 4.6 of the Plan, the Participant engages in Wrongful Conduct, then any outstanding Restricted Stock Units for which the Restriction Period has not then lapsed (or for which settlement has not yet occurred) shall automatically terminate and be canceled effective as of the date on which the Participant first engaged in such Wrongful Conduct. If the Participant engages in Wrongful Conduct during the Covered Period or if the Participant’s employment is terminated for Cause, the Participant shall pay to the Company in cash any Restriction-Based Financial Gain the Participant realized from the vesting of any Restricted Stock Units having a Vesting Date within the Wrongful Conduct Period. By entering into this Agreement, the Participant hereby consents to and authorizes the Company and the Subsidiaries to deduct from any amounts payable by such entities to the Participant any amounts the Participant owes to the Company under this Section 4 to the extent permitted by law. This right of set-off is in addition to any other remedies the Company may have against the Participant for the Participant’s Wrongful Conduct. The Participant’s obligations under this Section 4 shall be cumulative of any similar obligations the Participant has under the Plan, this Agreement, any Company policy, standard or code (including, without limitation, the Company’s Code of Ethics or any successor code of ethics or conduct), or any other agreement with the Company or any Subsidiary.

5. Issuance of Shares.

(a) Notwithstanding any other provision of this Agreement, the Participant may not sell or transfer the shares of Common Stock acquired upon settlement of the Restricted Stock Units except in compliance with all applicable laws and regulations.

(b) The shares of Common Stock issued in settlement of the Restricted Stock Units shall be registered in the Participant’s name, or, if applicable, in the names of the Participant’s beneficiary, heirs or estate. Such shares shall be issued in uncertificated, book entry form. The

book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require.

(c) To the extent permitted by Section 409A of the Code, the grant of the Restricted Stock Units and issuance of shares of Common Stock upon settlement of the Restricted Stock Units shall be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Restricted Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. To the extent permitted by Section 409A of the Code, as a condition to the settlement of the Restricted Stock Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

(d) The Company shall not be required to issue fractional shares of Common Stock upon settlement of the Restricted Stock Units. All fractional shares of Common Stock shall be rounded to the nearest whole share.

(e) To the extent permitted by Section 409A of the Code, the Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the Participant's behalf upon the Participant's Disability (if necessary), or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized.

6. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than with the consent of the Company or by will or by the laws of descent and distribution to a beneficiary designated in accordance with procedures established by the Company or to the estate of the Participant upon the Participant's death; provided that any permitted transferee shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if the Participant continued to hold the Restricted Stock Units (except that such permitted transferee may only transfer the Restricted Stock Units by will or by the laws of descent and distribution upon the transferee's death). Any attempt by the Participant, directly or indirectly, to offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Restricted Stock Units or any interest therein or any rights relating thereto without complying with the provisions of the Plan and this Agreement, including this

Section 6(a), shall be void and of no effect. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

(b) No Rights as Stockholder. Except as set forth in Section 2(e) above, the Participant shall not have any rights as a stockholder of the Company with respect to any shares of Common Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Common Stock are issued to the Participant in respect thereof.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party, and, for the avoidance of doubt, in the case of the Company, subject to Section 4.4 and Article IX of the Plan.

(c) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries (regardless of whether such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan). This Agreement is not to be construed as a contract of employment between the Company and the Participant. Nothing in the Plan or this Agreement shall confer on the Participant the right to receive any future Awards under the Plan.

(d) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Participant, as the case may be, at the following addresses or to such other address as the Company or the Participant, as the case may be, shall specify by notice to the other (provided, however, that such notices and communications may, in the alternative, be sent to the Company by electronic mail to the address listed below):

If to the Company, to it at:

Herc Holdings Inc.
27500 Riverview Center Blvd.
Bonita Springs, Florida 34134
Attention: Chief Legal Officer

Email: wade.sheek@hercrentals.com

If to the Participant, to the Participant at his or her most recent address as shown on the books and records of the Company or Subsidiary employing the Participant.

All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof.

(e) Amendment. This Agreement may be amended in writing from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a material adverse effect on the Restricted Stock Units as determined in the discretion of the Committee, except as provided in the Plan, or with the consent of the Participant.

(f) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(g) Tax Withholding; Section 409A.

(i) The Company shall have the right and power to deduct from all amounts paid to the Participant in cash or shares (whether under the Plan or otherwise) or to require the Participant to remit to the Company promptly upon notification of the amount due, an amount (which may include shares of Common Stock) to satisfy federal, state or local or foreign taxes or other obligations required by law to be withheld with respect to the Restricted Stock Units. No shares of Common Stock shall be issued unless and until arrangements satisfactory to the Committee shall have been made to satisfy the statutory withholding tax obligations applicable with respect to such Restricted Stock Units. To the extent permitted by Section 409A of the Code, the Company may defer payments of cash or issuance or delivery of Common Stock until such requirements are satisfied. Without limiting the generality of the foregoing, the Participant may elect to tender shares of Common Stock (including shares of Common Stock issuable in respect of the Restricted Stock Units) to satisfy, in whole or in part, the amount required to be withheld.

(ii) It is intended that the provisions of this Agreement comply with Section 409A of the Code, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A and any similar state or local law. Notwithstanding any other provision in this Agreement, if the Participant is a "specified employee," as defined in Section 409A of the Code, as of the date of Participant's separation from service, then to the extent any amount payable to the Participant (A) constitutes the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, (B) is payable upon the Participant's separation from service and (C) under the terms of this Agreement would be payable prior to the six-month anniversary of the Participant's separation from service, such payment shall be delayed until the earlier to occur of (x) the first business day following the six-month anniversary of the separation from service and (y) the date of the Participant's death. For purposes of this Agreement, termination of employment shall be construed consistent with a "separation from service" under Section 409A of the Code,

and all payments under this Agreement will be construed as a series of separate payments to the maximum extent permitted by Section 409A of the Code.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(i) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Common Stock is unknown and cannot be predicted with certainty.

(j) Employee Data Privacy. The Participant authorizes any Affiliate of the Company that employs the Participant or that otherwise has or lawfully obtains personal data relating to the Participant to divulge or transfer such personal data to the Company or to a third party, in each case in any jurisdiction, if and to the extent appropriate in connection with this Agreement or the administration of the Plan.

(k) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company web site or other electronic delivery.

(l) Claw Back or Compensation Recovery Policy. Without limiting any other provision of this Agreement or the Plan, the Restricted Stock Units shall be subject to the Company's Amended and Restated Compensation Recovery Policy (as amended from time to time, and including any successor or replacement policy or standard).

(m) Company Rights. The existence of the Restricted Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(n) Severability. If a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this

Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

(o) Further Assurances. The Participant agrees to use his or her reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Participant's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(p) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

CERTIFICATIONS

CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER

I, Lawrence H. Silber, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarterly period ended September 30, 2021 (this "report") of Herc Holdings Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 21, 2021

By: /s/ LAWRENCE H. SILBER

Lawrence H. Silber
Chief Executive Officer, President and Director (Principal Executive Officer)

CERTIFICATIONS

CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER

I, Mark Irion, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarterly period ended September 30, 2021 (this "report") of Herc Holdings Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 21, 2021

By: /s/ MARK IRION

Mark Irion
Senior Vice President and Chief Financial Officer (Principal
Financial Officer)

18 U.S.C. SECTION 1350 CERTIFICATIONS OF PRINCIPAL EXECUTIVE AND THE PRINCIPAL FINANCIAL OFFICER

In connection with the filing of this quarterly report on Form 10-Q of Herc Holdings Inc. (the "Company") for the quarterly period ended September 30, 2021 with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 21, 2021

By: /s/ LAWRENCE H. SILBER

Lawrence H. Silber
Chief Executive Officer, President and Director (Principal Executive Officer)

Date: October 21, 2021

By: /s/ MARK IRION

Mark Irion
Senior Vice President and Chief Financial Officer (Principal Financial Officer)