

Register:

The term "Register" shall have the meaning specified in Section 2.05.

Tenant:

The term "Tenant" shall mean The Hertz Corporation, a Delaware corporation, and any corporation succeeding thereto by merger, consolidation or acquisition of all or substantially all of its assets as an entirety and any other person who shall become the Tenant under the Lease as provided in subarticle 13(c) thereof.

All terms used in this Indenture which are not defined above have the meanings set forth in this Indenture.

ARTICLE SECOND.**THE NOTES.**

SECTION 2.01. The Secured Notes. (a) Forthwith upon the execution and delivery of this Indenture, Secured Notes not to exceed the aggregate principal amount of \$1,898,010 may from time to time be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver said Secured Notes to or upon the written order of the Company, signed by its President or a Vice President and by its Treasurer or an Assistant Treasurer, without further action by the Company.

(b) The Secured Notes shall be dated the date of issuance thereof hereunder (except in the case of Notes issued pursuant to Section 2.06), shall bear interest on the unpaid principal amount thereof at the rate of 10 $\frac{5}{8}$ % per annum from such date, and at the rate of 12% per annum on any overdue principal thereof and on any overdue premium and (to the extent permitted by law) any overdue interest thereon (computed, in each case, as if each full calendar month consisted of 30 days and each calendar year consisted of 360 days). Interest and principal on each Secured Note shall be payable in quarter-annual instalments (herein called "Instalment Payments") on the 29th day of each March, June, September and December in each year to maturity beginning with the first of such dates from and after the date of issuance of any such Secured Note.

(c) The Secured Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially of the tenor and purport as set forth in Schedule B hereto, and the Secured Notes may have such letters, numbers or other marks of identification or designation and such legends or endorsements thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or any rule or regulation made pursuant thereto.

SECTION 2.02. The Supplementary Notes. (a) From time to time prior to December 29, 1990, the Company may, for the purpose of financing the Tenant's cost of buildings or improvements pursuant to subarticle 6(d) of the Lease, and subject to compliance with the provisions of subsection (c) below, issue Supplementary Notes in an aggregate principal amount equal to such costs, as certified by the Tenant in the certificate referred to in clause (i) of subsection (c) below. All such Notes issued by the Company on any one date shall constitute a separate series of Notes hereunder. The Company shall deliver such Notes to the Trustee for authentication, and such Notes shall be authenticated by the Trustee and delivered in accordance with the order of the Company evidenced by a writing signed by its President or a Vice President and by its Treasurer or an Assistant Treasurer.