UNITED RENTALS INC /DE
Form 424B2
March 13, 2015

Use these links to rapidly review the document
TABLE OF CONTENTS
TABLE OF CONTENTS

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Offering Price per Unit	Maximum Aggregate Offering Price	Amount of Registration Fee[(1)]
4.625% Senior Secured Notes due 2023	$1,000,000,000	100.00%	$1,000,000,000	$116,200.00
5.500% Senior Notes due 2025	$800,000,000	100.00%	$800,000,000	$92,960.00

(1) Calculated in accordance with Rule 457(o) and (r) under the Securities Act of 1933, as amended.

Table of Contents

Filed Pursuant to Rule 424(b)(2)
Registration Statement No. 333-201927

PROSPECTUS SUPPLEMENT
(To prospectus dated March 12, 2015)

United Rentals (North America), Inc.

$1,000,000,000 4.625% Senior Secured Notes due 2023
$800,000,000 5.500% Senior Notes due 2025

We are offering $1.0 billion of 4.625% Senior Secured Notes due 2023, which we refer to as the secured notes, and $800 million of 5.500% Senior Notes due 2025, which we refer to as the senior notes (and, together with the secured notes, the notes). We will pay interest on the notes semi-annually in cash in arrears on January 15 and July 15 of each year, starting on July 15, 2015. The secured notes will mature on July 15, 2023 and the senior notes will mature on July 15, 2025.

Secured notes. We may redeem some or all of the secured notes on or after July 15, 2018, at the redemption prices set forth in this prospectus supplement, plus accrued and unpaid interest, if any, to the redemption date. We also may redeem some or all of the secured notes at any time prior to July 15, 2018, at a price equal to 100% of the aggregate principal amount of the secured notes to be redeemed, plus a make-whole premium and accrued and unpaid interest, if any, to the redemption date. In addition, at any time on or prior to July 15, 2018, we may redeem up to 40% of the aggregate principal amount of the secured notes with the net cash proceeds of certain equity offerings at the redemption price set forth in this prospectus supplement plus accrued and unpaid interest, if any, to the redemption date.

The secured notes will be our senior secured obligations and will rank equally in right of payment with all our existing and future senior indebtedness, effectively junior to all of our existing and future first-priority lien indebtedness to the extent of the value of the collateral securing such indebtedness, effectively junior to any of our other existing and future indebtedness that is secured by assets that do not constitute collateral for the secured notes to the extent of the value of such assets, and senior in right of payment to any of our existing and future subordinated indebtedness. The secured notes will be secured on a second-priority basis by liens on substantially all of our assets that secure any first-priority lien obligations, subject to permitted liens and certain exceptions. As a result, there is collateral that secures the senior secured asset-based revolving credit facility that does not secure the secured notes. Our obligations under the secured notes will be guaranteed by our parent company, United Rentals, Inc., and, subject to limited exceptions, our current and future domestic subsidiaries. The guarantees will rank equally in right of payment with all of the guarantors' existing and future senior indebtedness, effectively junior to the guarantors' existing and future first-priority lien indebtedness to the extent of the value of the collateral securing such indebtedness, effectively junior to any other existing and future indebtedness of the guarantors that is secured by assets that do not constitute collateral for the secured notes to the extent of the value of such assets, and senior in right of payment to any existing and future subordinated indebtedness of the guarantors. The guarantees will be secured on a second-priority basis by liens on substantially all of the assets of the guarantors that secure any first-priority lien obligations, subject to permitted liens and certain exceptions.

Senior notes. We may redeem some or all of the senior notes on or after July 15, 2020, at the redemption prices set forth in this prospectus supplement, plus accrued and unpaid interest, if any, to the redemption date. We also may redeem some or all of the senior notes at any time prior to July 15, 2020, at a price equal to 100% of the aggregate principal amount of the senior notes to be redeemed, plus a make-whole premium and accrued and unpaid interest, if any, to the redemption date. In addition, at any time on or prior to July 15, 2018, we may redeem up to 40% of the aggregate principal amount of the senior notes with the net cash proceeds of certain equity offerings at the redemption price set forth in this prospectus supplement plus accrued and unpaid interest, if any, to the redemption date.

The senior notes will be our senior unsecured obligations and will rank equally in right of payment with all our existing and future senior indebtedness, effectively junior to any of our existing and future secured indebtedness to the extent of the value of the collateral securing such indebtedness and senior in right of payment to any of our existing and future subordinated indebtedness. Our obligations under the senior notes will be guaranteed on a senior unsecured basis by United Rentals, Inc. and, subject to limited exceptions, our current and future domestic subsidiaries. The guarantees will rank equally in right of payment with all of the guarantors' existing and future senior indebtedness, effectively junior to any existing and future secured indebtedness of the guarantors to the extent of the value of the assets securing such indebtedness and senior in right of payment to any existing and future subordinated indebtedness of the guarantors.

Our foreign subsidiaries will not be guarantors. The notes will be issued only in registered form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. For a more detailed description of the notes, see "*Description of the Secured Notes*" and "*Description of the Senior Notes*."

The notes offered by this prospectus supplement will not be listed on any securities exchange. Currently, there is no public market for the notes.

Investing in the notes involves risks. See "Risk Factors" beginning on page S-20 of this prospectus supplement and "Item 1A Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2014, which is incorporated by reference herein.

	Public Offering Price(1)	Underwriting Discount and Commissions	Proceeds, before expenses, to us(1)
Per 4.625% Senior Secured Note due 2023	100.00%	1.00%	99.00%
Total	$ 1,000,000,000	$ 10,000,000	$ 990,000,000
Per 5.500% Senior Note due 2025	100.00%	1.00%	99.00%
Total	$ 800,000,000	$ 8,000,000	$ 792,000,000
Total	$ 1,800,000,000	$ 18,000,000	$ 1,782,000,000

(1) Plus accrued interest from March 26, 2015, if settlement occurs after that date.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The notes will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company for the accounts of its participants on or about March 26, 2015.

Joint Book-Running Managers

WELLS FARGO SECURITIES

BOFA MERRILL LYNCH

MORGAN STANLEY

CITIGROUP

BARCLAYS

DEUTSCHE BANK SECURITIES

J.P. MORGAN

Co-Managers

SCOTIABANK **MUFG** **HSBC** **SUNTRUST ROBINSON HUMPHREY**

The date of this prospectus supplement is March 12, 2015

TABLE OF CONTENTS

Prospectus Supplement

	Page
About This Prospectus Supplement	S-ii
Where You Can Find More Information	S-ii
Extended Settlement	S-iii
Incorporation of Certain Information by Reference	S-iii
Cautionary Statement Regarding Forward-Looking Statements	S-iii
Industry and Market Data	S-v
Summary	S-1
Risk Factors	S-20
Use of Proceeds	S-36
Capitalization	S-37
Description of the Secured Notes	S-39
Description of the Senior Notes	S-117
Material United States Federal Income Tax Considerations	S-170
Underwriting (Conflicts of Interest)	S-176
Validity of Securities	S-180

Prospectus

	Page
About This Prospectus	1
Where You Can Find More Information	1
Incorporation of Certain Information by Reference	1
Forward-Looking Statements	3
The Company	4
Risk Factors	5
Ratio of Earnings to Fixed Charges	6
Use of Proceeds	7
Summary Description of the Securities We May Issue	8
Description of Debt Securities	9
Description of Holdings' Common Stock	21
Description of Holdings' Preferred Stock	24
Description of Warrants	26
Plan of Distribution	30
Validity of Securities	32
Experts	32

We are responsible for the information contained and incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not authorized anyone to give you any other information, and we take no responsibility for any other information that others may give you. This prospectus supplement and the accompanying prospectus are an offer to sell only the notes offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus supplement and the accompanying prospectus is current only as of their respective dates.

Table of Contents

ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of this offering of notes and also adds to and updates information contained in the accompanying prospectus and the documents incorporated by reference into this prospectus supplement and the accompanying prospectus. The second part, the accompanying prospectus, gives more general information, some of which may not apply to this offering. If the description of the offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the information contained in this prospectus supplement.

Unless otherwise indicated or the context otherwise requires, (1) the term "URNA" refers to United Rentals (North America), Inc., the issuer of the notes, and not to its parent or any of its subsidiaries, (2) the term "Holdings" refers to United Rentals, Inc., the parent of URNA and a guarantor of the notes, and not to any of its subsidiaries, and (3) the terms "United Rentals," "we," "us," our," "our company" or "the Company" refer to Holdings and its subsidiaries.

We are responsible for the information contained and incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not authorized anyone to give you any other information, and we take no responsibility for any other information that others may give you. We are not, and the underwriters are not, making an offer to sell the notes in any jurisdiction where the offer or sale is not permitted or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation. You should not assume that the information in this prospectus supplement, the accompanying prospectus or any document incorporated by reference herein is accurate or complete as of any date other than the date of the applicable document. Our business, financial condition, results of operations and prospects may have changed since that date.

WHERE YOU CAN FIND MORE INFORMATION

We are required to file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). You may read and copy any documents filed by us with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. Our filings with the SEC are also available to the public through the SEC's Internet website at http://www.sec.gov.

We also make available on our Internet website, free of charge, our annual, quarterly and current reports, including any amendments to these reports, as well as certain other SEC filings, as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. Our website address is http://www.unitedrentals.com. The information contained on our website is not incorporated by reference into this document.

We have filed with the SEC a registration statement on Form S-3 relating to the notes offered by this prospectus supplement and the accompanying prospectus. This prospectus supplement and the accompanying prospectus are parts of the registration statement and do not contain all of the information in the registration statement. Whenever a reference is made in this prospectus supplement or the accompanying prospectus to a contract or other document of ours, please be aware that the reference is only a summary and that you should refer to the exhibits that are a part of the registration statement and the documents incorporated by reference herein for a copy of that contract or other document. You may review a copy of the registration statement at the SEC's Public Reference Room in Washington, D.C., as well as through the SEC's Internet website listed above.

Table of Contents

EXTENDED SETTLEMENT

We expect that delivery of the notes will be made against payment therefor on or about March 26, 2015, which will be the tenth business day following the date of pricing of the notes, or "T+10." Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date of pricing or the next six succeeding business days will be required, by virtue of the fact that the notes initially settle in T+10, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes prior to their date of delivery hereunder should consult their advisors

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC's rules allow us to "incorporate by reference" the documents that we file with the SEC. This means that we can disclose important information to you by referring you to those documents. Any information referred to in this way is considered part of this prospectus supplement from the date we file that document. Any reports filed by us with the SEC after the date of this prospectus supplement will automatically update and, where applicable, supersede any information contained in this prospectus supplement.

We incorporate by reference into this prospectus supplement the following documents or information filed by us with the SEC (other than, in each case, documents (or portions thereof) or information deemed to have been furnished and not filed in accordance with SEC rules and regulations):

(1) Annual report on Form 10-K for the fiscal year ended December 31, 2014, filed on January 21, 2015 (the "Annual Report");

(2) Definitive Proxy Statement on Schedule 14A for the Annual Meeting of Stockholders on May 7, 2014 and filed on March 26, 2014; and

(3) All documents subsequently filed by us pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of this prospectus supplement until we sell all of the securities that may be offered by this prospectus supplement.

We will provide, free of charge, to each person, including any beneficial owner, to whom this prospectus supplement is delivered, upon his or her written or oral request, a copy of any or all documents referred to above which have been or may be incorporated by reference into this prospectus supplement, excluding exhibits to those documents, unless such exhibits are specifically incorporated by reference into those documents. You can request those documents from United Rentals, Inc. at 100 First Stamford Place, Suite 700, Stamford, Connecticut, 06902, Attention: Corporate Secretary, telephone number (203) 622-3131.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Such statements can be identified by the use of forward-looking terminology such as "believe," "expect," "may," "will," "should," "seek," "on-track," "plan," "project," "forecast," "intend" or "anticipate," or the negative thereof or comparable terminology, or by discussions of strategy or outlook. You are cautioned that our business and operations are subject to a variety of risks and uncertainties, many of which are beyond our control, and, consequently, our actual results may differ materially from those projected.

Table of Contents

Factors that could cause our actual results to differ materially from those projected include, but are not limited to, the following:

- the possibility that RSC Holdings Inc., National Pump (as defined below) or other companies or assets that we have acquired or may acquire, in our specialty business or otherwise, could have undiscovered liabilities or involve other unexpected costs, that may strain our management capabilities or may be difficult to integrate;

- a change in the pace of the recovery in our end markets; our business is cyclical and highly sensitive to North American construction and industrial activities as well as the energy sector in general; although we have experienced an upturn in rental activity, there is no certainty that this trend will continue; if the pace of the recovery slows or construction activity declines, our revenues and, because many of our costs are fixed, our profitability may be adversely affected;

- our significant indebtedness (which totaled approximately $8.2 billion at December 31, 2014, on an as adjusted basis) requires us to use a substantial portion of our cash flow for debt service and can constrain our flexibility in responding to unanticipated or adverse business conditions;

- inability to refinance our indebtedness at terms that are favorable to us, or at all;

- incurrence of additional debt, which could exacerbate the risks associated with our current level of indebtedness;

- noncompliance with financial or other covenants in our debt agreements, which could result in our lenders terminating our credit facilities and requiring us to repay outstanding borrowings;

- restrictive covenants and amount of borrowings permitted in our debt instruments, which can limit our financial and operational flexibility;

- inability to benefit from government spending, including spending associated with infrastructure projects;

- fluctuations in the price of our common stock and inability to complete stock repurchases in the time frame and/or on the terms anticipated;

- rates we charge and time utilization we achieve being less than anticipated;

- inability to manage credit risk adequately or to collect on contracts with a large number of customers;

- inability to access the capital that our businesses or growth plans may require;

- incurrence of impairment charges;

- the fact that our holding company structure requires us to depend in part on distributions from subsidiaries and such distributions could be limited by contractual or legal restrictions;

increases in our loss reserves to address business operations or other claims and any claims that exceed our established levels of reserves;

incurrence of additional expenses (including indemnification obligations) and other costs in connection with litigation, regulatory and investigatory matters;

the outcome or other potential consequences of regulatory matters and commercial litigation;

shortfalls in our insurance coverage;

our charter provisions as well as provisions of certain debt agreements and our significant indebtedness may have the effect of making more difficult or otherwise discouraging, delaying or deterring a takeover or other change of control of us;

turnover in our management team and inability to attract and retain key personnel;

costs we incur being more than anticipated, and the inability to realize expected savings in the amounts or time frames planned;

dependence on key suppliers to obtain equipment and other supplies for our business on acceptable terms;

inability to sell our new or used fleet in the amounts, or at the prices, we expect;

competition from existing and new competitors;

risks related to security breaches, cybersecurity attacks and other significant disruptions in our information technology systems;

the costs of complying with environmental, safety and foreign law and regulations;

labor disputes, work stoppages or other labor difficulties, which may impact our productivity, and potential enactment of new legislation or other changes in law affecting our labor relations or operations generally;

increases in our maintenance and replacement costs and/or decreases in the residual value of our equipment; and

other factors discussed in the section titled "*Risk Factors*" of this prospectus supplement and the section titled "*Item 1A Risk Factors*" and elsewhere in our Annual Report.

We make no commitment to revise or update any forward-looking statement in order to reflect events or circumstances after the date any such statement is made.

INDUSTRY AND MARKET DATA

We obtained the industry, market and competitive position data used throughout this prospectus supplement and in the documents incorporated by reference herein from our own internal estimates and research, as well as from industry publications and research, surveys and studies conducted by third parties. Industry publications, studies and surveys generally state that they have been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. While we believe that each of these publications, studies and surveys is reliable, we have not independently verified industry, market and competitive position data from third-party sources. While we believe our internal business research is reliable and the market definitions are appropriate, neither such research nor these definitions have been verified by any independent source.

Table of Contents

SUMMARY

This summary highlights information contained elsewhere in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference. This summary does not contain all the information you should consider before investing in the notes. You should read this entire prospectus supplement and the accompanying prospectus, including the information incorporated by reference in this prospectus supplement and the accompanying prospectus, including the financial data and related notes, before making an investment decision.

Our Company

United Rentals is the largest equipment rental company in the world. Our customer service network consists of 881 rental locations in the United States and Canada as well as centralized call centers and online capabilities. We offer approximately 3,300 classes of equipment for rent to construction and industrial companies, manufacturers, utilities, municipalities, homeowners, government entities and other customers. In 2014, we generated total revenue of $5.7 billion, including $4.8 billion of equipment rental revenue.

As of December 31, 2014, our fleet of rental equipment included approximately 430,000 units. The total original equipment cost of our fleet ("OEC"), based on the initial consideration paid, was $8.4 billion at December 31, 2014. The fleet includes:

General construction and industrial equipment, such as backhoes, skid-steer loaders, forklifts, earthmoving equipment and materials handling equipment. In 2014, general construction and industrial equipment accounted for approximately 43 percent of our equipment rental revenue;

Aerial work platforms, such as boom lifts and scissor lifts. In 2014, aerial work platforms accounted for approximately 33 percent of our equipment rental revenue;

General tools and light equipment, such as pressure washers, water pumps and power tools. In 2014, general tools and light equipment accounted for approximately 10 percent of our equipment rental revenue;

Power and HVAC (heating, ventilating and air conditioning) equipment, such as portable diesel generators, electrical distribution equipment, and temperature control equipment. In 2014, power and HVAC equipment accounted for approximately 6 percent of our equipment rental revenue;

Trench safety equipment, such as trench shields, aluminum hydraulic shoring systems, slide rails, crossing plates, construction lasers and line testing equipment for underground work. In 2014, trench safety equipment accounted for approximately 5 percent of our equipment rental revenue; and

Pumps primarily used by energy and petrochemical customers. In 2014, pumps accounted for approximately 3 percent of our equipment rental revenue. In April 2014, we acquired certain assets of the following four entities: National Pump & Compressor, Ltd., Canadian Pump and Compressor Ltd., GulfCo Industrial Equipment, LP and LD Services, LLC (collectively "National Pump"). There was no material equipment rental revenue associated with pumps prior to the April 2014 acquisition of National Pump.

In addition to renting equipment, we sell new and used equipment as well as related parts and service, and contractor supplies.

Our principal executive offices are located at 100 First Stamford Place, Suite 700, Stamford, Connecticut, 06902, and our telephone number is (203) 622-3131.

Table of Contents

Proposed Amendment to Senior Secured Asset-Based Revolving Credit Facility

We are currently in the process of negotiating an amendment and restatement (the "Proposed Amendment to the ABL Facility") of the credit agreement governing our senior secured asset-based revolving credit facility (the "ABL Facility") with Merrill Lynch, Pierce, Fenner & Smith Incorporated as a lead arranger. Among other changes, we expect to increase the size of the ABL Facility to $2.5 billion from its current size of $2.3 billion and to extend the maturity date of the ABL Facility to five years after the closing date of the Proposed Amendment to the ABL Facility. The collateral for the ABL Facility will remain substantially the same subject to certain exceptions. The closing of the Proposed Amendment to the ABL Facility is expected to occur in the first half of 2015.

Business Strategy

For the past several years, we have executed a strategy focused on improving the profitability of our core equipment rental business through revenue growth, margin expansion and operational efficiencies. In particular, we have focused on customer segmentation, customer service differentiation, rate management, fleet management and operational efficiency.

Our strategy calls for:

- *A consistently superior standard of service to customers*, often provided through a single point of contact;

- *The further optimization of our customer mix and fleet mix,* with a dual objective: to enhance our performance in serving our current customer base, and to focus on the accounts and customer types that are best suited to our strategy for profitable growth. We believe these efforts will lead to even better service of our target accounts, primarily large construction and industrial customers, as well as select local contractors. Our fleet team's analyses are aligned with these objectives to identify trends in equipment categories and define action plans that can generate improved returns;

- *The implementation of "Lean" management techniques, including kaizen processes focused on continuous improvement, through a program we call Operation United 2*. As of December 31, 2014, we have trained over 2,100 employees, including 100 percent of our district managers and 30 percent of our branch managers, on the Lean kaizen process. In 2015, we will continue to implement this program across our branch network, with the objectives of: reducing the cycle time associated with renting our equipment to customers; improving invoice accuracy and service quality; reducing the elapsed time for equipment pickup and delivery; and improving the effectiveness and efficiency of our repair and maintenance operations; and

- *The continued expansion of our trench safety, power and HVAC, and pump solutions footprint, as well as our tools offering, and the cross-selling of these services throughout our network.* We plan to open at least 16 specialty rental branches/tool hubs in 2015 and continue to invest in fleet to further position United Rentals as a single source provider of total jobsite solutions through our extensive product and service resources and technology offerings.

Competitive Advantages

We believe that we benefit from the following competitive advantages:

Large and Diverse Rental Fleet. Our large and diverse fleet allows us to serve large customers that require substantial quantities and/or wide varieties of equipment. We believe our ability to serve such customers should allow us to improve our performance and enhance our market leadership position.

We manage our rental fleet, which is the largest and most comprehensive in the industry, utilizing a life-cycle approach that focuses on satisfying customer demand and optimizing utilization levels. As

part of this life-cycle approach, we closely monitor repair and maintenance expense and can anticipate, based on our extensive experience with a large and diverse fleet, the optimum time to dispose of an asset. Our fleet age, which is calculated on an OEC-weighted basis, was 43.0 months at December 31, 2014. At December 31, 2014, 93 percent of our fleet was current on its manufacturer's recommended maintenance.

Significant Purchasing Power. We purchase large amounts of equipment, contractor supplies and other items, which enables us to negotiate favorable pricing, warranty and other terms with our vendors.

National Account Program. Our National Account sales force is dedicated to establishing and expanding relationships with large companies, particularly those with a national or multi-regional presence. We offer our National Account customers the benefits of a consistent level of service across North America, a wide selection of equipment and a single point of contact for all their equipment needs. Establishing a single point of contact for our key accounts helps us to provide customer service management that is more consistent and satisfactory.

National Accounts, a subset of key accounts, are generally defined as customers with potential annual equipment rental spend of at least $500,000 or customers doing business in multiple states. During the year ended December 31, 2014, 43 percent of equipment rental revenue was derived from National Accounts, and 64 percent of our equipment rental revenues was derived from accounts, including National Accounts and other key accounts, that are managed by a single point of contact.

Operating Efficiencies. We benefit from the following operating efficiencies:

Equipment Sharing Among Branches. We generally group our branches into districts of five to 10 locations that are in the same geographic area. Our districts are generally grouped into regions of four to seven districts. Each branch within a region can access equipment located elsewhere in the region. This fleet sharing increases equipment utilization because equipment that is idle at one branch can be marketed and rented through other branches. Additionally, fleet sharing allows us to be more disciplined with our capital spend.

Customer Care Center. We have a Customer Care Center ("CCC") with locations in Tampa, Florida and Charlotte, North Carolina that handles all telephone calls to our customer service telephone line, 1-800-UR-RENTS. The CCC handles many of the 1- 800-UR-RENTS telephone calls without having to route them to individual branches, and allows us to provide a more uniform quality experience to customers, manage fleet sharing more effectively and free up branch employee time.

Consolidation of Common Functions. We reduce costs through the consolidation of functions that are common to our branches, such as accounts payable, payroll, benefits and risk management, information technology and credit and collection.

Information Technology Systems. We have a wide variety of information technology systems, some proprietary and some licensed, that support our operations. This information technology infrastructure facilitates our ability to make rapid and informed decisions, respond quickly to changing market conditions and share rental equipment among branches. We have an in-house team of information technology specialists that supports our systems.

Strong Brand Recognition. As the largest equipment rental company in the world, we have strong brand recognition, which helps us to attract new customers and build customer loyalty.

Geographic and Customer Diversity. We have 881 rental locations in 49 U.S. states and 10 Canadian provinces and serve customers that range from Fortune 500 companies to small businesses

and homeowners. We believe that our geographic and customer diversity provides us with many advantages including:

- enabling us to better serve National Account customers with multiple locations;
- helping us achieve favorable resale prices by allowing us to access used equipment resale markets across North America; and
- reducing our dependence on any particular customer.

Strong and Motivated Branch Management. Each of our full-service branches has a branch manager who is supervised by a district manager. We believe that our managers are among the most knowledgeable and experienced in the industry, and we empower them, within budgetary guidelines, to make day-to-day decisions concerning branch matters. Each regional office has a management team that monitors branch, district and regional performance with extensive systems and controls, including performance benchmarks and detailed monthly operating reviews.

Employee Training Programs. We are dedicated to providing training and development opportunities to our employees. In 2014, our employees enhanced their skills through over 460,000 hours of training, including safety training, sales and leadership training, equipment-related training from our suppliers and online courses covering a variety of relevant subjects.

Risk Management and Safety Programs. Our risk management department is staffed by experienced professionals directing the procurement of insurance, managing claims made against the Company, and developing loss prevention programs to address workplace safety, driver safety and customer safety. The department's primary focus is on the protection of our employees and assets, as well as protecting the Company from liability for accidental loss.

Table of Contents

The Offering of the Secured Notes

Issuer	United Rentals (North America), Inc.
Secured Notes Offered	$1.0 billion aggregate principal amount of 4.625% Senior Secured Notes due 2023.
Maturity	July 15, 2023.
Interest	4.625% per annum, payable semi-annually in cash in arrears on January 15 and July 15, starting on July 15, 2015. Interest will accrue from March 26, 2015.
Ranking	The secured notes will be senior secured obligations of URNA and will rank equally in right of payment with all of URNA's existing and future senior indebtedness, including the senior notes, and senior in right of payment to any of URNA's existing and future subordinated indebtedness. The secured notes will be effectively senior to all of URNA's existing and future unsecured senior indebtedness to the extent of the value of the collateral securing the secured notes, effectively junior to all of URNA's existing and future first-priority lien indebtedness (including indebtedness under the ABL Facility) to the extent of the value of the collateral securing such indebtedness and effectively junior to any of URNA's other existing and future indebtedness that is secured by assets that do not constitute collateral for the secured notes to the extent of the value of such assets. As of December 31, 2014, on an as adjusted basis, after giving effect to (A) the issuance of the senior notes and guarantees and (B) the issuance of the secured notes and the secured guarantees, and the assumed application of the net proceeds therefrom as described under "*Use of Proceeds*," the secured notes would have ranked (1) effectively junior to approximately $1.2 billion of URNA's secured obligations, comprised of (i) $993 million of URNA's outstanding borrowings under the ABL Facility (excluding $1,138 million of additional borrowing capacity), (ii) URNA's guarantee obligations in respect of $119 million of the outstanding borrowings of the subsidiary guarantors under the ABL Facility, (iii) $88 million in capital leases and (iv) URNA's guarantee obligations in respect of $11 million of capital leases of the subsidiary guarantors; (2) equally in right of payment with $5.3 billion principal amount of URNA's senior unsecured obligations, comprised of $800 million principal amount of the senior notes, $925 million principal amount of $6^{1}/_{8}$% Senior Notes due 2023, $650 million principal amount of $8^{1}/_{4}$% Senior Notes due 2021, $1,325 million principal amount of $7^{5}/_{8}$% Senior Notes due 2022, $750 million principal amount of $7^{3}/_{8}$% Senior Notes due 2020 and $850 million principal amount of $5^{3}/_{4}$% Senior Notes due 2024; and (3) effectively junior to (i) $548 million of indebtedness of URNA's special purpose vehicle in connection with the accounts receivable securitization facility and (ii) $6 million of

Table of Contents

capital leases of URNA's subsidiaries that are not guarantors. Most of URNA's U.S. receivable assets have been sold to a special purpose vehicle in connection with the accounts receivable securitization facility (the accounts receivable in the collateral pool being the lenders' only source of payment under that facility). See "*Capitalization*."

Guarantees

The secured notes will be guaranteed on a senior secured basis by Holdings and, subject to limited exceptions, URNA's current and future domestic subsidiaries. The secured guarantees will be senior secured obligations of the guarantors and will rank equally in right of payment with all existing and future senior indebtedness of the guarantors and senior in right of payment to any existing and future subordinated indebtedness of the guarantors. The secured guarantees will be effectively senior to all existing and future unsecured senior indebtedness of the guarantors to the extent of the value of the collateral securing the secured notes, effectively junior to all existing and future first-priority lien indebtedness of the guarantors (including guarantees under the ABL Facility) to the extent of the value of the collateral securing such indebtedness, and effectively junior to any other existing and future indebtedness of the guarantors that is secured by assets that do not constitute collateral for the secured notes to the extent of the value of such assets. The secured guarantees will be secured on a second-priority basis by liens on substantially all of the assets of the guarantors that secure any first-priority lien obligations, subject to permitted liens and certain exceptions. The secured notes will not be guaranteed by URNA's foreign or unrestricted subsidiaries or any foreign subsidiary holding company or subsidiary of a foreign subsidiary, unless URNA determines otherwise. During any period when the secured notes are rated investment grade by both Standard & Poor's Ratings Services ("S&P") and Moody's Investors Service, Inc. ("Moody's") or, in certain circumstances, another nationally recognized statistical rating agency selected by URNA, provided at such time no default under the indenture has occurred and is continuing, URNA may request to release the guarantee of any subsidiary guarantor.

As of December 31, 2014, on an as adjusted basis, after giving effect to (A) the issuance of the senior notes and related guarantees and (B) the issuance of the secured notes and the secured guarantees, and the assumed application of the net proceeds therefrom as described under "*Use of Proceeds*," the secured guarantees would have ranked (1) effectively junior to approximately $1.2 billion of the guarantors' secured obligations, comprised of (i) the guarantors' guarantee obligations in respect of $993 million of URNA's outstanding borrowings under the ABL Facility, (ii) $119 million of the outstanding borrowings of the subsidiary guarantors under the ABL Facility, (iii) the guarantors' guarantee obligations in respect of $88 million in capital leases of URNA and

Table of Contents

(iv) $11 million of capital leases of the subsidiary guarantors; (2) equally in right of payment with the guarantors' senior unsecured obligations, comprised of (i) in the case of Holdings, $34 million principal amount of 4% Convertible Senior Notes due 2015, (ii) the subsidiary guarantors' guarantee obligations in respect of $650 million principal amount of $8^{1}/_{4}$% Senior Notes due 2021 and (iii) the guarantors' guarantee obligations in respect of (a) $800 million principal amount of the senior notes, (b) $925 million principal amount of $6^{1}/_{8}$% Senior Notes due 2023, (c) $1,325 million principal amount of $7^{5}/_{8}$% Senior Notes due 2022, (d) $750 million principal amount of $7^{3}/_{8}$% Senior Notes due 2020 and (e) $850 million principal amount of $5^{3}/_{4}$% Senior Notes due 2024; and (3) effectively junior to (i) $548 million of indebtedness of URNA's special purpose vehicle in connection with the accounts receivable securitization facility and (ii) $6 million of capital leases of URNA's subsidiaries that are not guarantors. With the exception of $34 million principal amount of senior unsecured indebtedness of Holdings, all of the senior unsecured and senior secured obligations of the guarantors are also obligations of URNA.

The non-guarantor subsidiaries of URNA accounted for approximately $386 million, or 14%, and $723 million, or 13%, of our adjusted EBITDA and total revenues, respectively, for the year ended December 31, 2014. The non-guarantor subsidiaries of URNA accounted for approximately $1,979 million, or 16%, and approximately $728 million, or 7%, of our total assets and total liabilities, respectively, at December 31, 2014.

Collateral

The secured notes and secured guarantees will be secured on a second-priority basis by liens on substantially all of our assets that secure any first-priority lien obligations, subject to permitted liens and certain exceptions, including exceptions for assets and equity held by foreign subsidiaries and stock of any subsidiaries to the extent the equity of such subsidiaries shall have a value in excess of 20 percent of the aggregate principal amount of the secured notes (the "Notes Collateral"). As a result, there is collateral that secures the ABL Facility that does not secure the secured notes. There are certain situations where all or a portion of the Notes Collateral may be automatically released. See the sections titled "*Description of the Secured Notes Security*" and "*Risk Factors Risks Relating to the Secured Notes*."

The stock, other capital stock and other securities of a subsidiary of URNA otherwise constituting Notes Collateral will constitute Notes Collateral for the benefit of the holders of the secured notes only to the extent that such stock, capital stock and other securities can secure the secured notes without Rule 3-16 of Regulation S-X under the Securities Act (or any other governmental law, rule or regulation) requiring separate financial statements of such subsidiary to be filed with the

Table of Contents

	SEC (or any other governmental agency). In the event that Rule 3-16 of Regulation S-X under the Securities Act (or any such other governmental law, rule or regulation) requires or is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other governmental agency) of separate financial statements of any subsidiary due to the fact that such subsidiary's stock, capital stock or other securities secure the secured notes, then the stock, capital stock and other securities of such subsidiary shall automatically be deemed not to be part of the Notes Collateral for the benefit of the holders of the secured notes (but only to the extent necessary to not be subject to such requirement). See the section titled "*Description of the Secured Notes Security Limitation on Collateral Consisting of Subsidiary Securities*."
Intercreditor Agreement	The Trustee (as defined below), the collateral agent under the indenture governing the secured notes and the administrative agent under the ABL Facility will be parties to an intercreditor agreement, which sets forth the rights and obligations of each of the secured parties. See the section titled "*Description of the Secured Notes Intercreditor Agreement*."
Optional Redemption	URNA may, at its option, redeem some or all of the secured notes at any time on or after July 15, 2018 at the redemption prices listed under "*Description of the Secured Notes Optional Redemption*," plus accrued and unpaid interest, if any, to the redemption date. At any time prior to July 15, 2018, URNA may redeem some or all of the secured notes at a price equal to 100% of the aggregate principal amount of the secured notes to be redeemed, plus a "make-whole" premium and accrued and unpaid interest, if any, to the redemption date. In addition, at any time on or prior to July 15, 2018, URNA may, at its option, on one or more occasions, redeem up to 40% of the aggregate principal amount of the secured notes with the net cash proceeds of certain equity offerings, at a price equal to 104.625% of the aggregate principal amount of the secured notes redeemed plus accrued and unpaid interest, if any, to the redemption date. See "*Description of the Secured Notes Optional Redemption*."
Change of Control	If we experience specific kinds of change of control events, we must offer to repurchase the secured notes at a price of 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the purchase date. See "*Description of the Secured Notes Change of Control*."
Certain Covenants	The indenture governing the secured notes will contain certain covenants applicable to URNA and its restricted subsidiaries, including limitations on: (1) liens; (2) indebtedness; (3) mergers, consolidations and acquisitions; (4) sales, transfers

Table of Contents

	and other dispositions of assets; (5) loans and other investments; (6) dividends and other distributions, stock repurchases and redemptions and other restricted payments; (7) restrictions affecting subsidiaries; (8) transactions with affiliates; and (9) designations of unrestricted subsidiaries. Each of these covenants is subject to important exceptions and qualifications. In addition, many of the restrictive covenants will not apply to us during any period when the secured notes are rated investment grade by both S&P and Moody's or, in certain circumstances, another rating agency selected by us, provided at such time no default under the indenture has occurred and is continuing. See "*Description of the Secured Notes Certain Covenants*" and "*Description of the Secured Notes Consolidation, Merger, Sale of Assets, etc.*"
Use of Proceeds	We anticipate that we will receive approximately $988 million in net proceeds from the sale of the secured notes, after underwriting discounts and commissions and payment of estimated fees and expenses. We expect to use these net proceeds, along with those received from the sale of the senior notes, to redeem (1) all $750 million aggregate principal amount of the 8$^{3}/_{8}$% Senior Subordinated Notes due 2020 at a make-whole redemption price and (2) all $750 million aggregate principal amount of the 5$^{3}/_{4}$% Senior Secured Notes due 2018 at a make-whole redemption price. The remaining $192 million of estimated net proceeds from this offering is expected to be applied to repay borrowings under the ABL Facility and to pay related expenses. See "*Use of Proceeds*." For information regarding our outstanding senior indebtedness, including maturity and applicable interest rates, see "*Capitalization*" and note 12 to our consolidated financial statements for the year ended December 31, 2014, which are incorporated by reference herein.
Book-Entry Form	The secured notes will be issued in book-entry form and will be represented by one or more global securities registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Beneficial interests in the secured notes will be evidenced by, and transfers will be effected only through, records maintained by participants in DTC.
No Public Trading Market Listing	The secured notes are a new issue of securities for which there is no established market. Accordingly, there can be no assurance that a market for the secured notes will develop or as to the liquidity of any market that may develop. The underwriters have advised us that they currently intend to make a market in the secured notes. However, they are not obligated to do so and any market making with respect to the secured notes may be discontinued without notice. We do not intend to apply for listing of the secured notes on any securities exchange.
Trustee	Wells Fargo Bank, National Association.

Table of Contents

Governing Law	The secured notes and the indenture under which they will be issued will be governed by the laws of the State of New York.
Risk Factors	Investing in the secured notes involves risks. You should carefully consider the information under the section titled "*Risk Factors*" beginning on page S-20 and all other information contained or incorporated by reference in this prospectus supplement prior to investing in the secured notes. In particular, we urge you to carefully consider the information set forth in the section titled "*Risk Factors*" and in "*Item 1A Risk Factors*" of our Annual Report for a description of certain risks you should consider before investing in the secured notes.

Conflicts of Interest

Because, pending the payment of the redemption prices for the $8^{3}/_{8}$% Senior Subordinated Notes due 2020 and $5^{3}/_{4}$% Senior Secured Notes due 2018, we intend to use the net proceeds from this offering to temporarily repay indebtedness owed to the underwriters and certain affiliates of the underwriters who are lenders under the ABL Facility and our accounts receivable securitization facility as described under "*Use of Proceeds*", there is a "conflict of interest" as that term is defined in the rules of the Financial Industry Regulatory Authority, Inc. ("FINRA"). Accordingly, this offering is being made in compliance with FINRA Rule 5121. J.P. Morgan Securities LLC is, therefore, assuming the responsibility of acting as the qualified independent underwriter in preparing this prospectus supplement, in pricing the offering and conducting due diligence. No underwriter having a conflict of interest under FINRA Rule 5121 will sell to a discretionary account any security with respect to which the conflict exists, unless the member has received specific written approval of the transaction from the account holder and retains documentation of the approval in its records.

Table of Contents

The Offering of the Senior Notes

Issuer	United Rentals (North America), Inc.
Senior Notes Offered	$800 million aggregate principal amount of 5.500% Senior Notes due 2025.
Maturity	July 15, 2025.
Interest	5.500% per annum, payable semi-annually in cash in arrears on January 15 and July 15, starting on July 15, 2015. Interest will accrue from March 26, 2015.
Ranking	The senior notes will be senior unsecured obligations of URNA and will rank equally in right of payment with all of URNA's existing and future senior indebtedness, including the secured notes, effectively junior to any of URNA's existing and future secured indebtedness to the extent of the value of the collateral securing such indebtedness and senior in right of payment to any of URNA's existing and future subordinated indebtedness. As of December 31, 2014, on an as adjusted basis, after giving effect to (A) the issuance of the senior notes and guarantees and (B) the issuance of the secured notes and the secured guarantees, and the assumed application of the net proceeds therefrom as described under "*Use of Proceeds*," the senior notes would have ranked (1) equally in right of payment with $4.5 billion principal amount of URNA's other senior unsecured obligations, comprised of $750 million principal amount of $7^3/_8$% Senior Notes due 2020, $650 million principal amount of $8^1/_4$% Senior Notes due 2021, $1,325 million principal amount of $7^5/_8$% Senior Notes due 2022, $925 million principal amount of the $6^1/_8$ Senior Notes due 2023 and $850 million principal amount of $5^3/_4$% Senior Notes due 2024; (2) effectively junior to approximately $2.2 billion of URNA's secured obligations, comprised of (i) $993 million of URNA's outstanding borrowings under the ABL Facility (excluding $1,138 million of additional borrowing capacity), (ii) $1.0 billion principal amount of the secured notes, (iii) URNA's guarantee obligations in respect of $119 million of the outstanding borrowings of the subsidiary guarantors under the ABL Facility, (iv) $88 million in capital leases and (v) URNA's guarantee obligations in respect of $11 million of capital leases of the subsidiary guarantors; and (3) effectively junior to (i) $548 million of indebtedness of URNA's special purpose vehicle in connection with the accounts receivable securitization facility and (ii) $6 million of capital leases of URNA's subsidiaries that are not guarantors. Most of URNA's U.S. receivable assets have been sold to a special purpose vehicle in connection with the accounts receivable securitization facility (the accounts receivable in the collateral pool being the lenders' only source of payment under that facility). See "*Capitalization*."

Table of Contents

Guarantees

The senior notes will be guaranteed on a senior unsecured basis by Holdings and, subject to limited exceptions, URNA's current and future domestic subsidiaries. The guarantees will be senior unsecured obligations of the guarantors and rank equally in right of payment with all of the existing and future senior unsecured indebtedness of the guarantors, effectively junior to any existing and future secured indebtedness of the guarantors to the extent of the value of the assets securing such indebtedness and senior in right of payment to all existing and future subordinated indebtedness of the guarantors. The senior notes will not be guaranteed by URNA's foreign or unrestricted subsidiaries or any foreign subsidiary holding company or any subsidiary of a foreign subsidiary, unless URNA determines otherwise. During any period when the senior notes are rated investment grade by both S&P and Moody's or, in certain circumstances, another nationally recognized statistical rating agency selected by URNA, provided at such time no default under the indenture has occurred and is continuing, URNA may request to release the guarantee of any subsidiary guarantor.

As of December 31, 2014, on an as adjusted basis after giving effect to (A) the issuance of the senior notes and the guarantees and (B) the issuance of the secured notes and secured guarantees, and the assumed application of the net proceeds therefrom as described under "*Use of Proceeds*," the guarantees would have ranked (1) equally in right of payment with approximately $4.5 billion of the guarantors' other senior unsecured obligations, comprised of (i) in the case of Holdings, $34 million principal amount of 4% Convertible Senior Notes due 2015 (ii) the subsidiary guarantors' guarantee obligations in respect of the $650 million principal amount of $8^1/_4$% Senior Notes due 2021 and (iii) the guarantors' guarantee obligations in respect of (a) $750 million principal amount of $7^3/_8$% Senior Notes due 2020, (b) $1,325 million principal amount of $7^5/_8$% Senior Notes due 2022, (c) $925 million principal amount of the $6^1/_8$ Senior Notes due 2023, and (d) $850 million principal amount of $5^3/_4$% Senior Notes due 2024; (2) effectively junior to approximately $2.2 billion of the guarantors' secured obligations, comprised of (i) the guarantors' guarantee obligations in respect of $993 million of URNA's outstanding borrowings under the ABL Facility, (ii) $119 million of the outstanding borrowings of the subsidiary guarantors under the ABL Facility, (iii) the guarantors' guarantee obligations in respect of $1.0 billion principal amount of the secured notes, (iv) the guarantors' guarantee obligations in respect of $88 million in capital; and (v) $11 million of capital leases of the subsidiary guarantors; and (3) effectively junior to (i) $548 million of indebtedness of URNA's special purpose vehicle in connection with the accounts receivable securitization facility and (ii) $6 million of capital leases of URNA's subsidiaries that are not guarantors. With the

Table of Contents

	exception of $34 million principal amount of senior unsecured indebtedness of Holdings, all of the senior unsecured and senior secured obligations of the guarantors are also obligations of URNA. The non-guarantor subsidiaries of URNA accounted for approximately $386 million, or 14%, and $723 million, or 13%, of our adjusted EBITDA and total revenues, respectively, for the year ended December 31, 2014. The non-guarantor subsidiaries of URNA accounted for approximately $1,979 million, or 16%, and approximately $728 million, or 7%, of our total assets and total liabilities, respectively, at December 31, 2014.
Optional Redemption	URNA may, at its option, redeem some or all of the senior notes at any time on or after July 15, 2020 at the redemption prices listed under "*Description of the Senior Notes Optional Redemption*," plus accrued and unpaid interest, if any, to the redemption date. At any time prior to July 15, 2020, URNA may redeem some or all of the senior notes at a price equal to 100% of the aggregate principal amount of the senior notes to be redeemed, plus a "make-whole" premium and accrued and unpaid interest, if any, to the redemption date. In addition, at any time on or prior to July 15, 2018, URNA may, at its option, on one or more occasions, redeem up to 40% of the aggregate principal amount of the senior notes with the net cash proceeds of certain equity offerings, at a price equal to 105.500% of the aggregate principal amount of the senior notes redeemed plus accrued and unpaid interest, if any, to the redemption date. See "*Description of the Senior Notes Optional Redemption*."
Change of Control	If we experience specific kinds of change of control events, we must offer to repurchase the senior notes at a price of 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the purchase date. See "*Description of the Senior Notes Change of Control*."
Certain Covenants	The indenture governing the senior notes will contain certain covenants applicable to URNA and its restricted subsidiaries, including limitations on: (1) liens; (2) indebtedness; (3) mergers, consolidations and acquisitions; (4) sales, transfers and other dispositions of assets; (5) loans and other investments; (6) dividends and other distributions, stock repurchases and redemptions and other restricted payments; (7) restrictions affecting subsidiaries; (8) transactions with affiliates; and (9) designations of unrestricted subsidiaries. Each of these covenants is subject to important exceptions and qualifications. In addition, many of the restrictive covenants will not apply to us during any period when the senior notes are rated investment grade by both S&P and Moody's or, in certain circumstances, another rating agency selected by us, provided at such time no default under the indenture has

occurred and is continuing. See "*Description of the Senior Notes Certain Covenants*" and "*Description of the Senior Notes Consolidation, Merger, Sale of Assets, etc.*"

Use of Proceeds

We anticipate that we will receive approximately $791 million in net proceeds from the sale of the senior notes, after underwriting discounts and commissions and payment of estimated fees and expenses. We expect to use these net proceeds, along with those received from the sale of the secured notes, to redeem (1) all $750 million aggregate principal amount of the $8\frac{3}{8}\%$ Senior Subordinated Notes due 2020 at a make-whole redemption price and (2) all $750 million aggregate principal amount of the $5\frac{3}{4}\%$ Senior Secured Notes due 2018 at a make-whole redemption price. The remaining $192 million of estimated net proceeds from this offering is expected to be applied to repay borrowings under the ABL Facility and to pay related expenses. See "*Use of Proceeds*."

For information regarding our outstanding senior indebtedness, including maturity and applicable interest rates, see "*Capitalization*" and note 12 to our consolidated financial statements for the year ended December 31, 2014, which are incorporated by reference herein.

Book-Entry Form

The senior notes will be issued in book-entry form and will be represented by one or more global securities registered in the name of Cede & Co., as nominee for DTC. Beneficial interests in the senior notes will be evidenced by, and transfers will be effected only through, records maintained by participants in DTC.

No Public Trading Market Listing

The senior notes are a new issue of securities for which there is no established market. Accordingly, there can be no assurance that a market for the senior notes will develop or as to the liquidity of any market that may develop. The underwriters have advised us that they currently intend to make a market in the senior notes. However, they are not obligated to do so and any market making with respect to the senior notes may be discontinued without notice. We do not intend to apply for listing of the senior notes on any securities exchange.

Trustee

Wells Fargo Bank, National Association.

Governing Law

The senior notes and the indenture under which they will be issued will be governed by the laws of the State of New York.

Risk Factors

Investing in the senior notes involves risks. You should carefully consider the information under the section titled "*Risk Factors*" beginning on page S-20 and all other information contained or incorporated by reference in this prospectus supplement prior to investing in the senior notes. In particular, we urge you to carefully consider the information set forth in the section titled "*Risk Factors*" and in "*Item 1A Risk Factors*" of our Annual Report for a description of certain risks you should consider before investing in the senior notes.

Table of Contents

Conflicts of Interest

Because, pending the payment of the redemption prices for the 8 3/8% Senior Subordinated Notes due 2020 and 5 3/4% Senior Secured Notes due 2018, we intend to use the net proceeds from this offering to temporarily repay indebtedness owed to the underwriters and certain affiliates of the underwriters who are lenders under the ABL Facility and our accounts receivable securitization facility as described under *"Use of Proceeds,"* there is a "conflict of interest" as that term is defined in the rules of FINRA. Accordingly, this offering is being made in compliance with FINRA Rule 5121. J.P. Morgan Securities LLC is assuming the responsibility of acting as the qualified independent underwriter in preparing this prospectus supplement, in pricing the offering and conducting due diligence. No underwriter having a conflict of interest under FINRA Rule 5121 will sell to a discretionary account any security with respect to which the conflict exists, unless the member has received specific written approval of the transaction from the account holder and retains documentation of the approval in its records.

Table of Contents

Summary Historical Financial Information of United Rentals

The following table sets forth our summary historical financial data for the years, and as of the dates, indicated. The summary consolidated financial information for the years ended December 31, 2014, 2013 and 2012 and as of December 31, 2014 and 2013 has been derived from our audited consolidated financial statements and the notes to those statements and other information included in our Annual Report for the year ended December 31, 2014, which is incorporated by reference herein. The summary consolidated financial information as of December 31, 2012 has been derived from our audited consolidated financial statements and the notes to those statements and other information included in our Annual Report for the year ended December 31, 2013, which is not incorporated by reference herein. Our consolidated financial statements included in our Annual Report for the year ended December 31, 2014 have been audited by Ernst & Young LLP, our independent registered public accounting firm, as set forth in their report thereon, which is incorporated by reference herein.

In April 2012, we acquired 100 percent of the outstanding common shares and voting interests of RSC Holdings Inc. ("RSC"). The results of RSC's operations have been included in our condensed consolidated financial statements since the acquisition date. In April 2014, we acquired certain assets of the following four entities: National Pump & Compressor, Ltd., Canadian Pump and Compressor Ltd., GulfCo Industrial Equipment, LP and LD Services, LLC (collectively "National Pump"). The results of National Pump's operations have been included in our consolidated financial statements since the acquisition date.

Our historical financial data is not necessarily indicative of our future performance. Because the data in this table is only a summary and does not provide all of the data contained in our financial statements, the information should be read in conjunction with the sections titled "*Use of Proceeds*" and "*Capitalization*" in this prospectus supplement and "*Item 7 Management's Discussion and Analysis of Financial Condition and Results of Operations*" and the financial statements and related notes thereto in our Annual Report. For more information about how to obtain copies of our Annual Report for the year

Table of Contents

ended December 31, 2014, see "*Where You Can Find More Information*" in the forepart of this prospectus supplement.

	Year Ended December 31,		
	2014	2013	2012
	(in millions, except ratios)		
Income statement data:			
Total revenues	$ 5,685	$ 4,955	$ 4,117
Total cost of revenues	3,253	2,968	2,530
Gross profit	2,432	1,987	1,587
Selling, general and administrative expenses	758	642	588
Merger related costs	11	9	111
Restructuring charge	(1)	12	99
Non-rental depreciation and amortization	273	246	198
Operating income	1,391	1,078	591
Interest expense, net	555	475	512
Interest expense subordinated convertible debenture		3	4
Other income, net	(14)	(5)	(13)
Income before provision for income taxes	850	605	88
Provision for income taxes	310	218	13
Net income	$ 540	$ 387	$ 75
Balance sheet data (as of December 31):			
Total assets	$ 12,467	$ 11,231	$ 11,026
Total debt	8,052	7,173	7,309
Subordinated convertible debentures			55
Total stockholders' equity	1,796	1,828	1,543
Other financial data:			
Adjusted EBITDA(1)	$ 2,718	$ 2,293	$ 1,772
Ratio of earnings to fixed charges	2.6x	2.2x	1.2x

(1) EBITDA represents the sum of net income, provision for income taxes, interest expense, net, interest expense subordinated convertible debentures, depreciation of rental equipment and non-rental depreciation and amortization. Adjusted EBITDA represents EBITDA plus the sum of the merger related costs, restructuring charge, stock compensation expense, net, the impact of the fair value mark-up of the acquired RSC fleet, and the gain on sale of software subsidiary. These items are excluded from adjusted EBITDA internally when evaluating our operating performance and allow investors to make a more meaningful comparison between our core business operating results over different periods of time, as well as with those of other similar companies. Management believes that EBITDA and adjusted EBITDA, when viewed with the Company's results under U.S. generally accepted accounting principles ("GAAP") and the accompanying reconciliations, provide useful information about operating performance and period-over-period growth, and provide additional information that is useful for evaluating the operating performance of our core business without regard to potential distortions. Additionally, management believes that EBITDA and adjusted EBITDA help investors gain an understanding of the factors and trends affecting our ongoing cash earnings, from which capital investments are made and debt is serviced. However, EBITDA and adjusted EBITDA are not measures of financial performance or liquidity under GAAP and, accordingly, should not be considered as alternatives to net income or cash flow from operating activities as indicators of operating performance or liquidity.

Table of Contents

The table below provides a reconciliation between net income and EBITDA and adjusted EBITDA:

	Year Ended December 31,		
	2014	2013	2012
	(in millions)		
Net income	$ 540	$ 387	$ 75
Provision for income taxes	310	218	13
Interest expense, net	555	475	512
Interest expense subordinated convertible debentures		3	4
Depreciation of rental equipment	921	852	699
Non-rental depreciation and amortization	273	246	198
EBITDA	**2,599**	**2,181**	**1,501**
Merger related costs(1)	11	9	111
Restructuring charge(2)	(1)	12	99
Stock compensation expense, net(3)	74	46	32
Impact of the fair value mark-up of acquired RSC fleet(4)	35	44	37
Gain on sale of software subsidiary(5)		1	(8)
Adjusted EBITDA	**$ 2,718**	**$ 2,293**	**$ 1,772**

Table of Contents

The table below provides a reconciliation between net cash provided by operating activities and EBITDA and adjusted EBITDA:

	Year Ended December 31,		
	2014	2013	2012
	(in millions)		
Net cash provided by operating activities	$ 1,801	$ 1,551	$ 721
Adjustments for items included in net cash provided by operating activities but excluded from the calculation of EBITDA:			
Amortization of deferred financing costs and original issue discounts	(17)	(21)	(23)
Gain on sales of rental equipment	229	176	125
Gain on sales of non-rental equipment	11	6	2
Gain on sale of software subsidiary(5)		(1)	8
Merger related costs(1)	(11)	(9)	(111)
Restructuring charge(2)	1	(12)	(99)
Stock compensation expense, net(3)	(74)	(46)	(32)
Loss on extinguishment of debt securities	(80)	(1)	(72)
Loss on retirement of subordinated convertible debentures		(2)	
Changes in assets and liabilities	182	31	571
Cash paid for interest, including subordinated convertible debentures	457	461	371
Cash paid for income taxes, net	100	48	40
EBITDA	**2,599**	**2,181**	**1,501**
Add back:			
Merger related costs(1)	11	9	111
Restructuring charge(2)	(1)	12	99
Stock compensation expense, net(3)	74	46	32
Impact of the fair value mark-up of acquired RSC fleet(4)	35	44	37
Gain on sale of software subsidiary(5)		1	(8)
Adjusted EBITDA	**$ 2,718**	**$ 2,293**	**$ 1,772**

(1) This reflects transaction costs associated with the acquisitions of RSC and National Pump.

(2) This primarily reflects severance costs and branch closure charges associated with the RSC acquisition and the Company's closed restructuring program.

(3) Represents non-cash, share-based payments associated with the granting of equity instruments.

(4) This reflects additional costs recorded in cost of rental equipment sales associated with the fair value mark-up of rental equipment acquired in the RSC acquisition and subsequently sold.

(5) This reflects a gain recognized upon the sale of a former subsidiary that developed and marketed software.

Table of Contents

RISK FACTORS

Investing in the notes involves risks. You should carefully consider the risks described below and the risk factors incorporated by reference herein, as well as the other information included or incorporated by reference in this prospectus supplement and the accompanying prospectus, before you invest in the notes. Certain risks related to us and our business are contained in the section titled "*Item 1A Risk Factors*" and elsewhere in our Annual Report, which is incorporated by reference in this prospectus supplement and the accompanying prospectus (and in any of our Annual or Quarterly Reports for a subsequent year or quarter that we file with the SEC and that are so incorporated). See "*Where You Can Find More Information*" on page S-ii of this prospectus supplement and in the accompanying prospectus for information about how to obtain a copy of these documents. The risks and uncertainties described below and incorporated by reference into this prospectus supplement and the accompanying prospectus are not the only ones facing our company. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of these risks actually occurs, our business, financial condition and results of operations could be materially affected. In that case, the value of the notes could decline substantially.

Risks Relating to Our Indebtedness

Our substantial indebtedness exposes us to various risks.

At December 31, 2014, on an as adjusted basis after giving effect to (i) the issuance of the senior notes and guarantees and (ii) the issuance of the secured notes and secured guarantees, and the assumed application of the net proceeds therefrom as described under "*Use of Proceeds*," our total indebtedness was approximately $8.2 billion (excluding approximately $1.1 billion of additional borrowing capacity under the ABL Facility). Our substantial indebtedness could adversely affect our business, results of operations and financial condition in a number of ways by, among other things:

- increasing our vulnerability to, and limiting our flexibility to plan for, or react to, adverse economic, industry or competitive developments;
- making it more difficult to pay or refinance our debts as they become due during periods of adverse economic, financial market or industry conditions;
- requiring us to devote a substantial portion of our cash flow to debt service, reducing the funds available for other purposes, including funding working capital, capital expenditures, acquisitions, execution of our growth strategy and other general corporate purposes, or otherwise constraining our financial flexibility;
- restricting our ability to move operating cash flows to Holdings. URNA's payment capacity is restricted under the covenants in the indentures governing its outstanding indebtedness;
- affecting our ability to obtain additional financing for working capital, acquisitions or other purposes, particularly since substantially all of our tangible assets are subject to security interests relating to existing indebtedness;
- decreasing our profitability or cash flow;
- causing us to be less able to take advantage of significant business opportunities, such as acquisition opportunities, and to react to changes in market or industry conditions;
- causing us to be disadvantaged compared to competitors with less debt and lower debt service requirements;

resulting in a downgrade in our credit rating or the credit ratings of any of the indebtedness of our subsidiaries which could increase the cost of further borrowings;

requiring our debt to become due and payable upon a change in control; and

- limiting our ability to borrow additional monies in the future to fund working capital, capital expenditures and other general corporate purposes.

A portion of our indebtedness bears interest at variable rates that are linked to changing market interest rates. As a result, an increase in market interest rates would increase our interest expense and our debt service obligations. At December 31, 2014, on an as adjusted basis, as described above, our total indebtedness was approximately $8.2 billion and our variable rate indebtedness was approximately $1.7 billion, which represented approximately 20% of our total indebtedness. See "*Item 7A Quantitative and Qualitative Disclosures About Market Risk*" in our Annual Report for additional information related to interest rate risk.

To service our indebtedness, we will require a significant amount of cash and our ability to generate cash depends on many factors beyond our control.

We depend on cash on hand and cash flows from operations to make scheduled debt payments. To a significant extent, our ability to do so is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. We may not be able to generate sufficient cash flow from operations to repay our indebtedness when it becomes due and to meet our other cash needs. If we are unable to service our indebtedness and fund our operations, we will have to adopt an alternative strategy that may include:

- reducing or delaying capital expenditures;
- limiting our growth;
- seeking additional capital;
- selling assets; or
- restructuring or refinancing our indebtedness.

Even if we adopt an alternative strategy, the strategy may not be successful and we may continue to be unable to service our indebtedness and fund our operations.

We may not be able to refinance our indebtedness on favorable terms, if at all. Our inability to refinance our indebtedness could materially and adversely affect our liquidity and our ongoing results of operations.

Our ability to refinance indebtedness will depend in part on our operating and financial performance, which, in turn, is subject to prevailing economic conditions and to financial, business, legislative, regulatory and other factors beyond our control. In addition, prevailing interest rates or other factors at the time of refinancing could increase our interest expense. A refinancing of our indebtedness could also require us to comply with more onerous covenants and further restrict our business operations. Our inability to refinance our indebtedness or to do so upon attractive terms could materially and adversely affect our business, prospects, results of operations, financial condition, cash flows and make us vulnerable to adverse industry and general economic conditions.

We may be able to incur substantially more debt and take other actions that could diminish our ability to make payments on our indebtedness, including the notes, when due, which could further exacerbate the risks associated with our current level of indebtedness.

Despite our indebtedness level, we may be able to incur substantially more indebtedness in the future, including under our ABL Facility. We are not fully restricted under the terms of the indentures or agreements governing our indebtedness from incurring additional debt, securing existing or future debt, recapitalizing our debt or taking a number of other actions, any of which could diminish our ability to make payments on our indebtedness when due and further exacerbate the risks associated with our

current level of indebtedness. If new debt is added to our or any of our existing and future subsidiaries' current debt, the related risks that we now face could intensify.

If we are unable to satisfy the financial and other covenants in certain of our debt agreements, our lenders could elect to terminate the agreements and require us to repay the outstanding borrowings, or we could face other substantial costs.

Under the ABL Facility, we are required, among other things, to satisfy certain financial tests relating to: (1) the fixed charge coverage ratio; and (2) the ratio of senior secured debt to adjusted EBITDA (as such ratios are described in the agreement governing our ABL Facility). In October 2011, we amended the ABL Facility. Subject to certain limited exceptions specified in the ABL Facility, these covenants will only apply in the future if availability under the ABL Facility falls below the greater of 10% of the maximum revolver amount under the ABL Facility and $150 million. Since the October 2011 amendment of our ABL Facility and through December 31, 2014, availability under the ABL Facility has exceeded the required threshold and, as a result, these maintenance covenants have been inapplicable. Under our accounts receivable securitization facility, we are required, among other things, to maintain certain financial tests relating to: (1) the default ratio; (2) the delinquency ratio; (3) the dilution ratio; and (4) days sales outstanding (as such ratios and tests are described in the agreement governing our accounts receivable securitization facility). If we are unable to satisfy these or any other of the relevant covenants under the applicable agreements, the lenders under such agreements could elect to terminate the ABL Facility, the accounts receivable securitization facility and/or other agreements governing our debt and require us to repay outstanding borrowings. In such event, unless we are able to refinance the indebtedness coming due and replace the ABL Facility, the accounts receivable securitization facility and/or the other agreements governing our debt, we would likely not have sufficient liquidity for our business needs and would be forced to adopt an alternative strategy as described above. Even if we adopt an alternative strategy, the strategy may not be successful and we may not have sufficient liquidity to service our debt and fund our operations. Future debt agreements we enter into may contain similar provisions.

Restrictive covenants in certain of the agreements and instruments governing our indebtedness may adversely affect our financial and operational flexibility.

In addition to financial covenants, various other covenants in the ABL Facility, accounts receivable securitization facility and the other agreements governing our debt impose significant operating and financial restrictions on us and our restricted subsidiaries. Such covenants include, among other things, limitations on: (1) liens; (2) sale-leaseback transactions; (3) indebtedness; (4) mergers, consolidations and acquisitions; (5) sales, transfers and other dispositions of assets; (6) loans and other investments; (7) dividends and other distributions, stock repurchases and redemptions and other restricted payments; (8) dividends, other payments and other matters affecting subsidiaries; (9) transactions with affiliates; and (10) issuances of disqualified capital stock. Future debt agreements we enter into may include similar provisions.

These restrictions may also make more difficult or discourage a takeover of us, whether favored or opposed by our management and/or our Board of Directors.

Our ability to comply with these covenants may be affected by events beyond our control, and any material deviations from our forecasts could require us to seek waivers or amendments of covenants or alternative sources of financing, or to reduce expenditures. We cannot assure you that such waivers, amendments or alternative financing could be obtained or, if obtained, would be on terms acceptable to us.

A breach of any of the covenants or restrictions contained in these agreements could result in an event of default. Such a default could allow our debt holders to accelerate repayment of the related debt, as well as any other debt to which a cross-acceleration or cross-default provision applies, and/or to

Table of Contents

declare all borrowings outstanding thereunder to be due and payable. If our debt is accelerated, our assets may not be sufficient to repay such debt, including the notes.

The amount of borrowings permitted under our ABL Facility may fluctuate significantly, which may adversely affect our liquidity, results of operations and financial position.

The amount of borrowings permitted at any time under our ABL Facility is limited to a periodic borrowing base valuation of the collateral thereunder. As a result, our access to credit under our ABL Facility is potentially subject to significant fluctuations depending on the value of the borrowing base of eligible assets as of any measurement date, as well as certain discretionary rights of the agents in respect of the calculation of such borrowing base value. The inability to borrow under our ABL Facility may adversely affect our liquidity, results of operations and financial position.

We rely on available borrowings under the ABL Facility and the accounts receivable securitization facility for cash to operate our business, which subjects us to market and counterparty risk, some of which is beyond our control.

In addition to cash we generate from our business, our principal existing sources of cash are borrowings available under the ABL Facility and the accounts receivable securitization facility. If our access to such financing was unavailable or reduced, or if such financing were to become significantly more expensive for any reason, we may not be able to fund daily operations, which would cause material harm to our business or could affect our ability to operate our business as a going concern. In addition, if certain of our lenders experience difficulties that render them unable to fund future draws on the facilities, we may not be able to access all or a portion of these funds, which could have similar adverse consequences.

Risks Relating to the Notes

None of URNA's foreign subsidiaries or any unrestricted subsidiaries or foreign subsidiary holding companies will be guarantors with respect to the notes, unless URNA determines otherwise, therefore, any claims you may have in respect of the notes will be structurally subordinated to the liabilities of those subsidiaries.

None of URNA's foreign subsidiaries or any unrestricted subsidiaries or foreign subsidiary holding companies will guarantee the notes, unless URNA determines otherwise. If any of URNA's foreign subsidiaries or unrestricted subsidiaries becomes insolvent, liquidates, reorganizes, dissolves or otherwise winds up, holders of its indebtedness and its trade creditors generally will be entitled to payment on their claims from the assets of such subsidiary before any of those assets would be made available to us. Consequently, your claims in respect of the notes will be structurally subordinated to all of the existing and future liabilities, including trade payables, of URNA's foreign subsidiaries and any unrestricted subsidiaries. In addition, because the liens on the collateral securing the secured notes include pledges of a portion of the stock (or equivalent equity interest) of our foreign subsidiaries which are directly owned by our U.S. restricted subsidiaries, the validity of those pledges under local law, if applicable, and the ability of the holders of the notes to proceed against that collateral under local law, to the extent applicable, may be limited by such local law, which limitations may or may not affect such liens. The indentures governing the notes will not prohibit URNA from having subsidiaries that are not guarantors in the future.

The non-guarantor subsidiaries accounted for approximately 13% of our total revenues for the year ended December 31, 2014. As of December 31, 2014, the non-guarantor subsidiaries accounted for approximately 10% of our rental equipment.

Although the indentures will limit the incurrence of indebtedness and issuance of preferred stock of or by certain of our subsidiaries, such limitation is subject to a number of significant qualifications.

Table of Contents

Moreover, the indenture will not impose any limitation on the incurrence by such subsidiaries of liabilities that are not considered indebtedness under the indentures. See the section titled "*Description of the Secured Notes Certain Covenants Limitation on Indebtedness*" and "*Description of the Senior Notes Certain Covenants Limitation on Indebtedness*."

A portion of our operations is currently conducted through URNA's subsidiaries and URNA will depend in part on distributions from these subsidiaries in order to pay amounts due on the notes. Certain provisions of law or contractual restrictions could limit distributions from URNA's subsidiaries.

A portion of our operations is conducted through URNA's subsidiaries. The effect of this structure is that URNA will depend in part on the earnings of its subsidiaries, and the payment or other distribution to it of these earnings, in order to meet its obligations under the notes and its other debt. Provisions of law, such as those requiring that dividends be paid only from surplus, could limit the ability of URNA's subsidiaries to make payments or other distributions to it. Furthermore, these subsidiaries could in certain circumstances agree to contractual restrictions on their ability to make distributions. These restrictions could also render the subsidiary guarantors financially or contractually unable to make payments under their guarantees of the notes.

Holdings' primary asset is its equity interest in URNA.

The notes will be guaranteed by Holdings. However, substantially all of Holdings' net worth is attributable to the stock of URNA owned by Holdings and all of its operations are conducted through URNA. Consequently, the Holdings guarantee will not give holders of the notes a claim to significant assets other than those to which they already have a claim as URNA's direct creditors. Furthermore, substantially all of Holdings' assets are subject to a security interest in favor of the lenders under the ABL Facility, which gives these lenders a first-priority claim to such assets.

A guarantee by a subsidiary guarantor could be voided if the subsidiary guarantor fraudulently transferred the guarantee at the time it incurred the indebtedness, which could result in the holders of the notes being able to rely only on URNA and Holdings to satisfy claims.

A guarantee by one of our subsidiary guarantors that is found to be a fraudulent transfer may be voided under the fraudulent transfer laws described below. The application of these laws requires the making of complex factual determinations and estimates as to which there may be different opinions and views.

In general, federal and state fraudulent transfer laws provide that a guarantee by a subsidiary guarantor can be voided, or claims under a guarantee by a subsidiary guarantor may be subordinated to all other debts of that subsidiary guarantor if, among other things, at the time it incurred the indebtedness evidenced by its guarantee:

- the subsidiary guarantor intended to hinder, delay or defraud any present or future creditor; or
- the subsidiary guarantor received less than reasonably equivalent value or fair consideration for the incurrence of the guarantee; and
- was insolvent or rendered insolvent by reason of such incurrence;
- was engaged in a business or transaction for which the subsidiary guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they mature.

Table of Contents

In addition, any payment by that subsidiary guarantor under a guarantee could be voided and required to be returned to the subsidiary guarantor or to a fund for the benefit of the creditors of the subsidiary guarantor.

The measures of insolvency for purposes of fraudulent transfer laws vary depending upon the governing law. Generally, a subsidiary guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

We cannot predict:

- what standard a court would apply in order to determine whether a subsidiary guarantor was insolvent as of the date it issued the guarantee or whether, regardless of the method of valuation, a court would determine that the subsidiary guarantor was insolvent on that date; or
- whether a court would determine that the payments under the guarantee constituted fraudulent transfers or conveyances on other grounds.

In the event that the guarantee of the notes by a subsidiary guarantor is voided as a fraudulent conveyance, holders of the notes would effectively be subordinated to all indebtedness and other liabilities of that subsidiary guarantor.

If we experience a change of control, URNA will be required to make an offer to repurchase the notes. However, URNA may be unable to do so due to lack of funds or covenant restrictions.

If we experience a change of control (as defined in the indentures governing the notes), URNA will be required to make an offer to repurchase all outstanding notes at the applicable percentage of their principal amount, plus accrued but unpaid interest, if any, to the date of repurchase or redemption. However, URNA may be unable to do so because:

- URNA might not have enough available funds, particularly since a change of control could cause part or all of our other indebtedness to become due; and
- the agreements governing the ABL Facility would, and other indebtedness may, prohibit URNA from repurchasing the notes, unless we were able to obtain a waiver or refinance such indebtedness.

A failure to make an offer to repurchase the notes upon a change of control would give rise to an event of default under the indentures governing the notes and could result in an acceleration of amounts due thereunder. Any such default and acceleration under one indenture could trigger a cross-default under our and URNA's other indebtedness. In addition, any such default under one indenture would trigger a default under our ABL Facility (which could result in the acceleration of all indebtedness thereunder) and a termination event under our accounts receivable securitization facility. A change of control (as defined in the agreement governing our ABL Facility), in and of itself, is also an event of default under our ABL Facility, which would entitle our lenders to accelerate all amounts owing thereunder. In the event of any such acceleration, there can be no assurance that we will have enough cash to repay our outstanding indebtedness, including the notes. In addition, such acceleration could cause a default under the notes.

Table of Contents

A downgrade, suspension or withdrawal of the rating assigned by a rating agency to our debt securities could cause the liquidity or market value of the notes to decline significantly and increase our cost of borrowing.

Our credit ratings are an assessment by rating agencies of our ability to pay our debts when due. In general, rating agencies base their ratings on many quantitative and qualitative factors, including, but not limited to, capital adequacy, liquidity, asset quality, business mix and quality of earnings, and, as a result, we may not be able to maintain our current credit ratings.

Credit rating agencies continually review their ratings for the companies that they follow, including us. Borrowing under our ABL Facility, as well as the future incurrence of additional secured or additional unsecured indebtedness, may cause the rating agencies to reassess the ratings assigned to our debt securities. Any such action may lead to a downgrade of any rating assigned to the notes or in the assignment of a rating for the notes that is lower than might otherwise be the case. Real or anticipated changes in our credit ratings could cause the liquidity or market value of the notes to decline significantly.

There can be no assurance that the ratings assigned by S&P and Moody's to the notes will remain for any given period of time or that these ratings will not be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, future circumstances relating to the basis of the rating, such as adverse changes in our company, so warrant. Credit ratings are not a recommendation to buy, sell or hold any security, and may be revised or withdrawn at any time by the issuing organization in its sole discretion. Neither we nor any underwriter undertakes any obligation to maintain the ratings or to advise holders of the notes of any changes in ratings. Each agency's rating should be evaluated independently of any other agency's rating.

There may be no public market for the notes.

We do not intend to apply for listing of the notes on any securities exchange or any automated dealer quotation system. The underwriters have advised us that they presently intend to continue to make a market in the notes. The underwriters are not obligated, however, to make a market in the notes, and may discontinue any such market-making at any time at their sole discretion. In addition, any market-making activity will be subject to the limits imposed by securities laws. Accordingly, we cannot assure you as to:

- the liquidity or sustainability of any market for the notes;
- your ability to sell the notes; or
- the price at which you would be able to sell your notes.

If a market for the notes does exist, it is possible that you will not be able to sell your notes at a particular time or that the prices that you receive when you sell will be favorable. It is also possible that any trading market that does exist for the notes will not be liquid. Future trading prices of the notes will depend on many factors, including:

- our operating performance, financial condition and prospects, or the operating performance, financial condition and prospects of companies in the equipment rental industry generally;
- the interest of securities dealers in making a market for the notes;
- prevailing interest rates; and
- the market for similar securities.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused volatility in prices. If a market for the notes exists, it is possible that the market for the notes will be subject to disruptions and price volatility. Any disruptions may have a negative effect on holders of the notes, regardless of our operating performance, financial condition and prospects.

Table of Contents

Many of the covenants contained in the indentures and, if requested by us, the subsidiary guarantees, will not be applicable during any period when the notes are rated investment grade by Standard & Poor's Ratings Services and Moody's Investors Service, Inc. or, in certain circumstances, another rating agency selected by us.

Many of the covenants in the indentures governing the notes will not apply to us during any period when the notes are rated investment grade by both S&P and Moody's or, in certain circumstances, another nationally recognized statistical rating agency selected by us, provided that at such time no default under the indenture has occurred and is continuing. These covenants restrict, among other things, our ability to pay dividends, to incur debt and to enter into certain other transactions. There can be no assurance that the notes will ever be rated investment grade, or that if they are rated investment grade, the notes will maintain such ratings. However, suspension of these covenants would allow us to engage in certain transactions that would not be permitted while these covenants were in force, and the effects of any such actions will be permitted to remain in place even if the notes are subsequently downgraded below investment grade and the covenants are reinstated. Please see "*Description of the Secured Notes Certain Covenants Covenant Suspension*" and "*Description of the Senior Notes Certain Covenants Covenant Suspension*."

During any period when the notes are rated investment grade by both S&P and Moody's or, in certain circumstances, another nationally recognized statistical rating agency selected by us, provided that at such time no default under the indenture has occurred and is continuing, we may request to release the guarantee of any subsidiary guarantor. In the event that the guarantee of the notes by a subsidiary guarantor is released, holders of the notes would effectively be subordinated to all indebtedness and other liabilities of that subsidiary guarantor. Please see "*Description of the Secured Notes Guarantees*" and "*Description of the Senior Notes Guarantees*."

Risks Relating to the Senior Notes

The senior notes will be effectively subordinated to URNA's and each guarantor's secured indebtedness, in each case to the extent of the value of the assets securing such indebtedness.

The senior notes will be URNA's senior unsecured obligations and will be effectively subordinated to all of URNA's and each guarantor's secured indebtedness, to the extent of the value of the collateral. Our U.S. dollar borrowings under our ABL Facility and our senior secured notes are secured by substantially all of our and the guarantors' assets. Most of our U.S. receivable assets have been sold to a bankruptcy remote special purpose entity in connection with our accounts receivable securitization facility (the accounts receivable in the collateral pool being the lenders' only source of payment under that facility). The lenders under the ABL Facility, the holders of the secured notes or the holders of other secured indebtedness will be entitled to exercise the remedies available to a secured lender under applicable law (in addition to any remedies that may be available under documents pertaining to the ABL Facility, the senior secured notes or our other secured indebtedness). The exercise of such remedies may adversely affect our ability to meet our financial obligations under the notes.

As of December 31, 2014, on an as adjusted basis after giving effect to (i) the issuance of the senior notes and guarantees and (ii) the issuance of the secured notes and secured guarantees, and the assumed application of the net proceeds therefrom as described under "*Use of Proceeds*," our total indebtedness was approximately $8.2 billion, and:

- URNA and the guarantors of the notes had outstanding an aggregate of $1,112 million of indebtedness secured by a first-priority lien outstanding and $1,138 million of borrowing capacity under the ABL Facility, subject to, among other things, their maintenance of a sufficient borrowing base under such facility;

URNA and the guarantors of the notes had outstanding an aggregate principal amount of $1.0 billion of indebtedness secured on a second-priority lien basis under the secured notes issued as part of this offering; and

URNA and the guarantors of the notes had outstanding an aggregate of $99 million of indebtedness under capital leases secured by assets that do not constitute collateral under the ABL Facility and the secured notes.

Under the terms of the agreements governing our debt, we may incur significant amounts of additional secured indebtedness.

Risks Relating to the Secured Notes

The secured notes will be effectively subordinated to URNA's and each guarantor's indebtedness under the ABL Facility and such other indebtedness secured by a first lien on the collateral, in each case to the extent of the value of the assets securing such indebtedness.

Our ABL Facility is secured by a first-priority lien on certain of our assets. The secured notes and secured guarantees will be secured on a second priority basis by liens on substantially all of our assets that secure any first-priority lien obligations, subject to permitted liens and certain exceptions, including exceptions for assets and equity held by foreign subsidiaries and stock of any subsidiaries to the extent the equity of such subsidiaries shall have a value in excess of 20 percent of the aggregate principal amount of the secured notes. As a result, there is collateral that secures the ABL Facility that does not secure the secured notes. In addition, the secured notes will be effectively junior to indebtedness secured by liens on assets that do not constitute collateral securing the secured notes, to the extent of the value of such assets. Our first lien creditors will be entitled to receive proceeds from the realization of value of the assets securing such indebtedness to repay such indebtedness in full before the holders of the secured notes will be entitled to any recovery from such assets. As a result, the secured notes will be effectively subordinated to our indebtedness under the ABL Facility and our other first lien indebtedness to the extent of the value of the collateral. The indenture governing the secured notes will permit URNA and the guarantors to incur additional first lien indebtedness in the future. Holders or lenders of additional first lien indebtedness, or an agent or representative acting on their behalf, may accede to, and benefit from, the intercreditor agreement without the consent of the holders of the secured notes or the trustee or the collateral agent for the secured notes. See the section titled "*Description of the Secured Notes Security*." In addition, the ABL Facility or other first lien indebtedness may be refinanced or replaced and the lenders or holders of the refinancing or replacement indebtedness will benefit from the intercreditor agreement, provided that the accession of the representative for the lenders or holders of such refinancing or replacement indebtedness complies with the applicable provisions of the intercreditor agreement in connection with such accession. In addition, we expect the Proposed Amendment to the ABL Facility to allow us to exclude certain assets in the future that we cannot now exclude, including assets in connection with equipment securitization. Those assets that we expect to be excluded will not secure the secured notes. Therefore, if we do not enter into the Proposed Amendment to the ABL Facility, the ABL Facility will not be subject to this additional flexibility with respect to excluding additional assets. As a result, the secured notes may be secured by less collateral than the ABL Facility.

Further, certain other secured creditors may also have permitted liens on the collateral which rank senior to the liens thereon that will secure our obligations under the secured notes and the secured guarantees. Consequently, the secured notes will also be effectively subordinated to such indebtedness to the extent of the value of the assets securing such indebtedness. The effect of this effective subordination is that, in the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding involving us or a subsidiary, the assets of the affected entity could not be used to pay you until after all secured first-priority claims against the affected entity have been fully paid.

Table of Contents

As of December 31, 2014, on an as adjusted basis after giving effect to (i) the issuance of the senior notes and guarantees and (ii) the issuance of the secured notes and secured guarantees, and the assumed application of the net proceeds therefrom as described under "*Use of Proceeds*," our total indebtedness was approximately $8.2 billion, and:

- URNA and the guarantors of the secured notes had outstanding an aggregate of $1,112 million of indebtedness secured by a first-priority lien outstanding and $1,138 million of borrowing capacity under the ABL Facility, subject to, among other things, their maintenance of a sufficient borrowing base under such facility; and

- URNA and the guarantors of the secured notes had outstanding an aggregate of $99 million of indebtedness under capital leases secured by assets that do not constitute collateral securing the ABL Facility;

Under the terms of the agreements governing URNA's debt, URNA may incur additional secured indebtedness on a basis prior to the secured notes. In addition, after the date of this offering, the secured notes will temporarily share the same collateral with the $750 million aggregate principal amount of our 5$^{3}/_{4}$% Senior Secured Notes due 2018 prior to their redemption date.

The value of the Notes Collateral may not be sufficient to satisfy our obligations under the secured notes.

No appraisal of the value of the Notes Collateral has been made in connection with this offering, and the fair market value of the Notes Collateral will be subject to fluctuations based on factors that include, among others, general economic conditions and similar factors. The amount to be received upon a sale of the Notes Collateral would be dependent on numerous factors including, but not limited to, the actual fair market value of the Notes Collateral at such time, the timing and the manner of the sale and the availability of buyers. By its nature, portions of the Notes Collateral may be illiquid and may have no readily ascertainable market value. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, the Notes Collateral may not be sold in a timely or orderly manner and the proceeds from any sale or liquidation of this Notes Collateral may not be sufficient to pay our obligations under the secured notes.

To the extent that liens, security interests and other rights granted to other parties (including the lenders under our ABL Facility) encumber assets owned by us, those parties have or may exercise rights and remedies with respect to the property subject to their liens that could adversely affect the value of the Notes Collateral and the ability of the trustee under the secured notes indenture, the collateral agent or the holders of the secured notes to realize or foreclose on the Notes Collateral. Consequently, we cannot assure investors in the secured notes that liquidating the Notes Collateral would produce proceeds in an amount sufficient to pay any amounts due under the secured notes after also satisfying the obligations to pay any creditors with prior claims on the Notes Collateral. In addition, under the intercreditor agreement between the collateral agent and the lenders under our ABL Facility, the right of the lenders to exercise remedies with respect to the Notes Collateral could delay liquidation of the Notes Collateral. Bankruptcy laws and other laws relating to foreclosure and sale also could substantially delay or prevent the ability of the trustee, the collateral agent or any holder of the secured notes to obtain the benefit of any Notes Collateral. Such delays could have a material adverse effect on the value of the Notes Collateral.

As described under "*Description of the Secured Notes Certain Covenants Disposition of Proceeds of Asset Sales,*" the proceeds of sales of Notes Collateral are not required to be reinvested in assets constituting Notes Collateral. Therefore, our sales of Notes Collateral may reduce the amount assets available to repay amounts due under the secured notes.

Table of Contents

As described under "*Description of the Secured Notes Security Generally*," certain categories of our assets are excluded from the Notes Collateral. Excluded assets include certain items of our property, including:

- any rights, titles or interests of a grantor in any contract if, under the terms of such contract or any requirement of law with respect thereto, the valid grant of a security interest to the notes collateral agent is prohibited;
- certain voting ownership or equity interests of our domestic and foreign subsidiaries, joint ventures and non-wholly owned subsidiaries;
- certain "intent-to-use" trademark or service mark applications;
- certain property that is subject to a lien securing purchase money or sale/leaseback Indebtedness; and
- any fee interest or leasehold interest in real property.

If the proceeds of any sale of Notes Collateral are not sufficient to repay all amounts due on the secured notes, the holders of the secured notes (to the extent not repaid from the proceeds of the sale of the Notes Collateral) would have only an unsecured claim against URNA's and the guarantors' remaining assets.

The terms of the secured notes indenture and the intercreditor agreement will permit, without the consent of the holders of the secured notes, various releases of the Notes Collateral, amendments and waivers with respect to the collateral documents, and changes with respect to who controls actions with respect to the Notes Collateral, that could be adverse to such holders.

The rights of the holders of the secured notes with respect to the Notes Collateral will be substantially limited by the terms of the secured notes indenture and the intercreditor agreement. Under the intercreditor agreement, at any time that obligations secured by a first-priority lien on the Notes Collateral, including our ABL Facility, are outstanding, certain actions that may be taken with respect to (or in respect of) the Notes Collateral, including the ability to cause the commencement of enforcement proceedings against the Notes Collateral and to control the conduct of such proceedings, the release of Notes Collateral from the liens securing the secured notes, and waivers, amendments and consents in respect of the collateral documents will be at the direction of the holders of the obligations secured by first-priority liens on the Notes Collateral (in each case, subject to certain exceptions) and the holders of the secured notes may be adversely affected by such actions. See the section titled "*Description of the Secured Notes Intercreditor Agreement*."

In addition, because the holders of the indebtedness secured by first-priority liens on the Notes Collateral will control the disposition of the Notes Collateral, such holders could decide not to proceed against the Notes Collateral, regardless of whether there is a default under the documents governing such indebtedness or under the indenture governing the secured notes. The intercreditor agreement will contain certain provisions benefiting holders of indebtedness under our ABL Facility, including provisions limiting the ability of the trustee and the collateral agent from objecting following the filing of a bankruptcy petition to a number of important matters regarding the Notes Collateral and financing to be provided to us. After such filing, the value of the Notes Collateral could materially deteriorate and holders of the secured notes could be unable to raise an objection. In addition, the right of holders of obligations secured by first-priority liens to foreclose upon and sell the Notes Collateral upon the occurrence of an event of default also would be subject to limitations under applicable bankruptcy laws if we or any of our subsidiaries become subject to a bankruptcy proceeding.

The Notes Collateral will also be subject to any and all exceptions, defects, encumbrances, liens and other imperfections as may be accepted by the lenders under our ABL Facility and other creditors that have the benefit of first-priority liens on such collateral from time to time, whether on or after the

date the secured notes and guarantees are issued. The existence of any such exceptions, defects, encumbrances, liens and other imperfections could adversely affect the value of the Notes Collateral as well as the ability of the collateral agent to realize or foreclose on such collateral.

The Notes Collateral may be diluted under certain circumstances.

The indenture governing the secured notes and the credit agreement governing the ABL Facility will permit us to incur, and our guarantors to incur or guarantee, additional indebtedness subject to our compliance with the restrictive covenants in such documents, and, in the case of the ABL Facility, compliance with any mandatory repayment requirement required thereunder. Such additional indebtedness may be secured by a first-priority lien on the Notes Collateral that would be senior to the liens securing the secured notes and the guarantees or a second ranking lien on the Notes Collateral that would be *pari passu* with the liens securing the secured notes and the secured guarantees. Any issuance of such additional indebtedness that is secured by the Notes Collateral would dilute the value of the Notes Collateral to the extent of the aggregate principal amount of such additional debt issued.

The indenture governing the secured notes will permit us to incur additional indebtedness secured by second-priority liens on the Notes Collateral that will be pari passu with the liens securing the secured notes and the secured guarantees, and under such circumstances, after the discharge of first lien obligations, the rights of the holders of the secured notes under the collateral documents to control actions with respect to the Notes Collateral could be adversely affected.

The indenture governing the secured notes will permit us to incur additional indebtedness secured by a second-priority lien on the Notes Collateral that will be *pari passu* with the liens securing the secured notes and the secured guarantees. Under such circumstances, a representative or representatives on behalf of the holders of any such other indebtedness would become party to the collateral documents and the intercreditor agreement. Prior to the discharge of first lien obligations, the intercreditor agreement will permit the representative of the holders of any first lien obligations to take certain actions with respect to the Notes Collateral, including commencing and controlling enforcement proceedings against the Notes Collateral. Following the discharge of first lien obligations, the collateral documents provide that, to the extent a representative or representatives on behalf of the holders of additional indebtedness secured by a second-priority lien on the Notes Collateral has become party thereto, such actions will be at the direction of the representative of the holders of the largest outstanding principal amount of indebtedness secured by a second-priority lien on the Notes Collateral (which may not be the representative of the holders of the secured notes) until (1) our obligations under such indebtedness is discharged (which discharge will not include certain refinancings of such indebtedness) or (2) 90 days after the occurrence of an event of default under the agreement governing the next largest outstanding principal amount of indebtedness secured by a second priority lien on the Notes Collateral, if the representative of the holders of such next largest outstanding principal amount of indebtedness complies with certain notice requirements. However, even if the representative of the holders of such next largest outstanding principal amount of indebtedness gains the right to take such actions under the circumstances described above, such representative must stop doing so (and those powers with respect to the Notes Collateral would revert to the representative of the holders of the largest outstanding principal amount of indebtedness secured by a second priority lien on the Notes Collateral) if the representative of the holders of the largest outstanding principal amount of indebtedness secured by a second priority lien on the Notes Collateral has directed the collateral agent to commence and is diligently pursuing enforcement action with respect to the Notes Collateral or the grantor of the security interest in that Notes Collateral is then a debtor under or with respect to (or otherwise subject to) an insolvency or liquidation proceeding. As such, if we incur additional indebtedness secured by a second-priority lien on the Notes Collateral in the future, the representative for the holders of such additional indebtedness, rather than the representative of the holders of the secured notes, could be entitled to exercise such rights under the collateral documents. Under such circumstances, the interest of the holders of the secured notes could be adversely affected.

Table of Contents

We will in most cases have control over the Notes Collateral, and the sale of particular assets by us could reduce the pool of assets securing the secured notes and the secured guarantees.

The collateral documents will allow us to remain in possession of, retain exclusive control over, freely operate, and collect, invest and dispose of any income from, the Notes Collateral, with certain limited exceptions. To the extent we sell or take actions that reduce the value of the Notes Collateral, it will reduce the pool of assets securing the secured note and the secured guarantees. In addition, as described under "*Description of the Secured Notes Certain Covenants Disposition of Proceeds of Asset Sales,*" the proceeds of sales of Notes Collateral are not required to be reinvested in assets constituting Notes Collateral. Therefore, our sales of Notes Collateral could reduce the pool of assets securing the secured notes and the secured guarantees.

There are circumstances other than repayment or discharge of the secured notes under which the Notes Collateral will be released automatically, without your consent or the consent of the trustee.

Under various circumstances, all or a portion of the Notes Collateral may be released, including:

- to enable the sale, transfer or other disposal of such collateral in a transaction made in compliance with the secured notes indenture and the collateral documents including the sale of any entity in its entirety that owns or holds such collateral;
- with respect to collateral held by a guarantor, upon the release of such guarantor from its guarantee as permitted by the secured notes indenture;
- in connection with an amendment to the indenture or the related collateral documents that has received the required consent;
- upon our request, during any period when the secured notes are rated investment grade by both S&P and Moody's or, in certain circumstances, another rating agency selected by us, provided that at such time no default under the indenture has occurred and is continuing, we may request to release the guarantee of any subsidiary guarantor; and
- to the extent required in accordance with the intercreditor agreement.

In addition, the guarantee of a guarantor will be released in connection with a sale of such guarantor in a transaction not prohibited by the secured notes indenture.

The secured notes indenture will also permit us, under certain circumstances, to designate one or more of our restricted subsidiaries that is a guarantor of the secured notes as an unrestricted subsidiary. If we designate a guarantor as an unrestricted subsidiary as permitted by the secured notes indenture, all of the liens on any collateral owned by such subsidiary or any of its subsidiaries and any guarantees of the secured notes by such subsidiary or any of its subsidiaries will be released under the secured notes indenture. Designation of an unrestricted subsidiary will reduce the aggregate value of the Notes Collateral to the extent that liens on the assets of the unrestricted subsidiary and its subsidiaries are released. In addition, the creditors of the unrestricted subsidiary and its subsidiaries will have a structurally senior claim on the assets of such unrestricted subsidiary and its subsidiaries. See the section titled "*Description of the Secured Notes.*"

The Notes Collateral will be subject to casualty risks, which may limit your ability to recover as a secured creditor for losses of the Notes Collateral and which may have an adverse impact on our operations and results.

We maintain insurance or otherwise insure against hazards in a manner that we believe is appropriate and customary for our business. There are, however, certain losses that may be uninsurable, not economically insurable, in whole or in part, or we have decided not to insure against. Insurance proceeds may not compensate us fully for our losses. If there is a complete or partial loss of any of the

Notes Collateral, the insurance proceeds may not be sufficient to satisfy all of the secured obligations, including the secured notes and the secured guarantees.

In the event of a total or partial loss to any of our facilities, certain items of equipment and inventory may not be easily replaced, if at all. Accordingly, even though there may be insurance coverage, the extended period needed to manufacture replacement units or inventory could cause significant delays and any such delay could further decrease the value of the Notes Collateral.

Your security interests in certain items of present and future Notes Collateral may not be perfected.

The security interests will not be perfected with respect to certain items of Notes Collateral that cannot be perfected by the filing of financing statements in each debtor's jurisdiction of organization, the delivery of possession of certificated securities or the filing of a notice of security interest with the U.S. Patent and Trademark Office or the U.S. Copyright Office or certain other conventional methods to perfect security interests in the United States or are otherwise determined to be immaterial by us in certain circumstances or where intellectual property is unregistered and registration is necessary for the perfection of a security interest. Security interests in Notes Collateral such as deposit accounts and securities accounts, which require additional actions to perfect liens on such accounts, may not be perfected or may not have priority with respect to the security interests of other creditors. To the extent that the security interests in any items of Notes Collateral are unperfected, the rights of the holders of the secured notes with respect to such Notes Collateral will be equal to the rights of our general unsecured creditors in the event of any bankruptcy filed by or against us under applicable U.S. federal bankruptcy laws.

Rights of holders of secured notes in the Notes Collateral may be adversely affected by the failure to perfect security interests in certain collateral acquired in the future.

The Notes Collateral will include assets, both tangible and intangible, whether now owned or acquired or arising in the future. Applicable law requires that certain property and rights acquired after the grant of a general security interest can only be perfected at the time such property and rights are acquired and identified. There can be no assurance that the trustee or the collateral agent will monitor, or that we will inform the trustee or the collateral agent of, the future acquisition of property and rights that constitute Notes Collateral, and that the necessary action will be taken to properly perfect the security interest in such after-acquired property. The trustee and the collateral agent have no obligation to monitor the acquisition of additional property or rights that constitute Notes Collateral or the perfection of any security interest therein. Such failure to perfect may result in the loss of the security interest in such after-acquired property or the priority of the security interest securing the secured notes and secured guarantees against third parties.

In addition, the security interest of the collateral agent for the secured notes will be subject to practical challenges generally associated with the realization of security interests in collateral. For example, the collateral agent may need to obtain the consent of third parties and make additional filings. If we are unable to obtain these consents or make these filings, the security interests may be invalid and the holders of the secured notes will not be entitled to the collateral or any recovery with respect to the collateral. The collateral agent may not be able to obtain any such consent. Further, the consents of any third parties may not be given when required to facilitate a foreclosure on such collateral. Accordingly, the collateral agent may not have the ability to foreclose upon those assets, and the value of the Notes Collateral may significantly decrease.

Lien searches will not be completed until after the date of this offering.

As of the date of this prospectus supplement, we have not completed any lien searches on the Notes Collateral. These lien searches, once completed, could reveal a prior lien or multiple prior liens on

Table of Contents

the Notes Collateral and these liens may prevent or inhibit the collateral agent from foreclosing on the liens securing the secured notes and may impair the value of the Notes Collateral. We cannot guarantee that the completed lien searches will not reveal any prior liens on the Notes Collateral or that there are no unpermitted liens in jurisdictions where we could not or did not conduct lien searches. Any prior lien could be significant, could compete with our security interests in favor of the secured notes and could have an adverse effect on the ability of the collateral agent to realize or foreclose upon the Notes Collateral.

The pledge of stock, other equity interests or other securities of URNA's subsidiaries that secures the secured notes, subject to certain exceptions, will automatically be deemed to not be a part of the Notes Collateral to the extent and for so long as that pledge would require the filing of separate financial statements with the SEC for that subsidiary. As a result, the secured notes could be secured by less collateral than URNA's first-priority lien obligations.

The secured notes will be secured by a pledge of the stock, other equity interests and other securities of certain of URNA's subsidiaries, including the capital stock of certain of URNA's foreign subsidiaries held by subsidiary guarantors. Under SEC regulations in effect as of the date of this offering, if the par value, book value as carried by URNA or market value, whichever is greatest, of the stock, equity interests or other securities of a subsidiary pledged as part of the collateral is greater than or equal to 20% of the aggregate principal amount of the secured notes then outstanding, such subsidiary would be required to provide separate financial statements to the SEC. Any stock, equity interests and other securities of any of URNA's subsidiaries will be excluded from the Notes Collateral for so long as, and to the extent that, the pledge of such stock, equity interests or other securities to secure the secured notes would cause such subsidiary to be required to file separate financial statements with the SEC pursuant to Rule 3-16 of Regulation S-X under the Securities Act or another similar rule. As a result, holders of the secured notes could lose a portion or all of their security interest in the stock, equity interests or other securities of those subsidiaries during that period. It may be more difficult, costly and time-consuming for holders of the secured notes to foreclose on the assets of a subsidiary than to foreclose on its stock, equity interests or other securities, so the proceeds realized upon any such foreclosure could be significantly less than those that would have been received upon any sale of the stock, equity interests or other securities of such subsidiary. As a result of the foregoing, the secured notes could be secured by less collateral than URNA's first-priority lien indebtedness. URNA currently expects that this limitation will apply to the pledge of shares in the Canadian subsidiary holding its Canadian business and in the subsidiary holding the shares of that Canadian subsidiary.

Rights of holders of secured notes in the Notes Collateral may be adversely affected by bankruptcy proceedings.

The right and ability of the collateral agent to repossess and dispose of the Notes Collateral upon an event of default is likely to be significantly impaired (or at a minimum delayed) by federal bankruptcy law if bankruptcy proceedings are commenced by or against URNA or a guarantor. This could be true even if bankruptcy proceedings are commenced after the collateral agent has repossessed and disposed of the Notes Collateral. Under the U.S. Bankruptcy Code, a secured creditor, such as the collateral agent, is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from a debtor, without prior bankruptcy court approval, which may not be given. Moreover, bankruptcy law permits the debtor to continue to retain and to use collateral, and the proceeds, products, rents or profits of the collateral, even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral and may include cash payments or the granting of additional or replacement security or claims, if, and at such time as, the court in its discretion determines, for any diminution in the value of the collateral as a result of the stay

Table of Contents

of repossession or disposition or any use of the collateral by the debtor during the pendency of the bankruptcy case.

In view of the broad discretionary powers of a bankruptcy court, it is impossible to predict how long payments under the secured notes could be delayed following commencement of a bankruptcy case, whether or when the collateral agent would repossess or dispose of the Notes Collateral, or whether or to what extent holders of the secured notes would be compensated for any delay in payment or loss of value of the Notes Collateral through the requirements of "adequate protection," or what the holders of the secured notes would ultimately receive in the bankruptcy case on account of their claims. Furthermore, in the event the bankruptcy court determines that the value of the collateral is not sufficient to repay all amounts due on the secured notes, the holders of the secured notes would have "under-secured claims" as to the difference. Federal bankruptcy laws do not permit the payment or accrual of interest, costs and attorneys' fees for "under-secured claims" during the debtor's bankruptcy case.

Any future pledge of collateral might be voidable in bankruptcy.

Any future pledge of collateral in favor of the collateral agent for the secured notes might be voidable by the pledgor (as debtor in possession) or by its trustee in bankruptcy if certain events or circumstances exist or occur, including, among others, if the pledgor is insolvent at the time of the pledge, the pledge permits the holders of the secured notes to receive a greater recovery than if the pledge had not been given and a bankruptcy proceeding in respect of the pledgor is commenced within 90 days following the pledge, or, in certain circumstances, a longer period.

Table of Contents

USE OF PROCEEDS

We anticipate that we will receive approximately $1.78 billion in net proceeds from the sale of the senior notes and the senior secured notes, after underwriting discounts and commissions and payment of estimated fees and expenses. We expect to use approximately $1.58 billion of the net proceeds from this offering to redeem (1) all $750 million aggregate principal amount of our $8^{3}/_{8}$% Senior Subordinated Notes due 2020 at a make-whole redemption price and (2) all $750 million aggregate principal amount of our $5^{3}/_{4}$% Senior Secured Notes due 2018 at a make-whole redemption price. We expect to deliver irrevocable notices of redemption with respect to the $8^{3}/_{8}$% Senior Subordinated Notes due 2020 and $5^{3}/_{4}$% Senior Secured Notes due 2018 prior to the closing date of this offering.

Pending the payment of the redemption prices for the $8^{3}/_{8}$% Senior Subordinated Notes due 2020 and $5^{3}/_{4}$% Senior Secured Notes due 2018, the net proceeds from this offering will be applied to reduce borrowings under the ABL Facility and our accounts receivable securitization facility. We expect to then re-borrow under the ABL Facility and our accounts receivable securitization facility to fund the redemptions. After payment of the redemption prices for the $8^{3}/_{8}$% Senior Subordinated Notes due 2020 and $5^{3}/_{4}$% Senior Secured Notes due 2018, the remaining $192 million of estimated net proceeds from this offering is expected to be applied to repay borrowings under the ABL Facility and to pay related expenses. For information regarding our outstanding senior indebtedness, including maturities and applicable interest rates, see "*Capitalization*" and note 12 to our consolidated financial statements for the year ended December 31, 2014, which are incorporated by reference herein.

Affiliates of Merrill Lynch, Pierce, Fenner & Smith Incorporated are the agent, U.S. swingline lender, U.S. letter of credit issuer, Canadian swingline lender and Canadian letter of credit issuer under the ABL Facility, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., and affiliates of Wells Fargo Securities, LLC and Morgan Stanley & Co. LLC are joint lead arrangers and joint book runners under the ABL Facility, each of which is acting as an underwriter for this offering. An affiliate of Scotia Capital (USA) Inc. is the administrative agent under our accounts receivable securitization facility. In addition, certain affiliates of certain of the underwriters are lenders under our ABL Facility and under our accounts receivable securitization facility. As described above, we intend to use the net proceeds from this offering to temporarily repay indebtedness owed to the underwriters and certain affiliates of the underwriters who are lenders under the ABL Facility and our accounts receivable securitization facility, and such underwriters (or their affiliates) therefore may receive more than 5 percent of the net proceeds from this offering through the repayment of such debt, which creates a conflict of interest under FINRA Rule 5121. This offering is therefore being made in compliance with Rule 5121 and J.P. Morgan Securities LLC is assuming the responsibilities of acting as a qualified independent underwriter in preparing this prospectus supplement, in pricing the offering and conducting due diligence. Aside from its relative portion of the underwriting discount set forth on the cover page of this prospectus supplement, J.P. Morgan Securities LLC will not receive any fees for serving as a qualified independent underwriter in connection with this offering. We have agreed to indemnify J.P. Morgan Securities LLC against liabilities incurred in connection with acting as the qualified independent underwriter, including liabilities under the Securities Act and the Exchange Act. No underwriter having a conflicting interest under Rule 5121 will sell to a discretionary account any security with respect to which the conflict exists, unless the member has received specific written approval of the transaction from the account holder and retains documentation of the approval in its records.

Table of Contents

CAPITALIZATION

The following table presents our consolidated cash position and consolidated capitalization as of December 31, 2014: (1) on an actual basis and (2) as adjusted for (i) the issuance of the senior notes and guarantees and (ii) the issuance of the secured notes and secured guarantees, and the assumed application of the net proceeds of this offering as described under "*Use of Proceeds*." For information regarding our outstanding senior indebtedness, including maturity and applicable interest rates, see note 12 to our consolidated financial statements for the year ended December 31, 2014, which are incorporated by reference herein. This table is derived from and should be read in conjunction with our audited consolidated financial statements incorporated in this prospectus supplement by reference to our Annual Report. See "*Incorporation of Certain Information by Reference*" beginning on page S-iii of this prospectus supplement.

	At December 31, 2014	
	Actual	As Adjusted(1)
	(in millions)	
Cash and cash equivalents	$ 158	$ 158
Debt:		
URNA and subsidiaries debt:		
ABL Facility(2)	$ 1,304	$ 1,112
$5^{3}/_{4}$% Senior Secured Notes due 2018	750	
Secured Notes offered hereby		1,000
Accounts receivable securitization facility(3)	548	548
Capital leases	105	105
$8^{1}/_{4}$% Senior Notes due 2021(4)	687	687
$7^{5}/_{8}$% Senior Notes due 2022	1,325	1,325
$7^{3}/_{8}$% Senior Notes due 2020		