

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) **December 13, 2016 (December 12, 2016)**

**HERTZ GLOBAL HOLDINGS, INC.  
THE HERTZ CORPORATION  
(Exact name of registrant as specified in its charter)**

**DELAWARE** **001-37665** **61-1770902**  
**DELAWARE** **001-07541** **13-1938568**  
(State of incorporation) (Commission File Number) (I.R.S Employer Identification No.)

**8501 Williams Road  
Estero, Florida 33928  
8501 Williams Road  
Estero, Florida 33928**

(Address of principal executive offices, including zip code)

**(239) 301-7000  
(239) 301-7000**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
-

**ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Departure of John Tague*

On December 12, 2016, John Tague stepped down as President and Chief Executive Officer and as a member of the boards of directors of Hertz Global Holdings, Inc. ("HGH") and The Hertz Corporation (together with HGH, the "Companies"), effective January 2, 2017.

In connection with Mr. Tague's departure, Mr. Tague and the Companies entered into a separation and general release agreement (the "Separation Agreement"), dated as of December 12, 2016. Pursuant to the Separation Agreement, Mr. Tague will be eligible to receive compensation and benefits generally consistent with that payable upon a termination without cause under his employment agreement with HGH and the HGH Severance Plan for Senior Executives, including (a) a severance payment of \$3,678,750, payable in equal installments over the 18-month period following his termination of employment, (b) continued health and welfare insurance benefits for the 18-month period following his termination of employment, (c) vesting of certain options and performance stock units granted to him in connection with joining the Companies, which vesting is prorated based on the portion of the vesting period elapsed as of the date of Mr. Tague's termination and based on deemed satisfaction of performance goals at the target level and (d) certain relocation benefits. Mr. Tague will not receive a bonus for 2016 or a prorated bonus for 2017.

In consideration for the promises and payments made by the Companies under the Separation Agreement, Mr. Tague has agreed to a general release of claims in favor of the Companies and their affiliates. Mr. Tague also reaffirmed his commitment to be bound by the restrictive covenants concerning noncompetition and nonsolicitation of employees and clients contained in his employment agreement with HGH and the HGH Severance Plan for Senior Executives.

The foregoing summary description of the Separation Agreement is qualified in its entirety by reference to the full text of the Separation Agreement, which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

---

*Appointment of Kathryn V. Marinello as President and Chief Executive Officer*

On December 12, 2016, the boards of directors of the Companies unanimously approved the appointment of Kathryn V. Marinello, age 60, as President and Chief Executive Officer and a member of the boards of directors of the Companies, effective January 3, 2017.

Ms. Kathryn V. Marinello, also known as Kathy, has served as a Senior Advisor of Ares Management LLC since March 2014. Ms. Marinello served as the Chairman, President and Chief Executive Officer of Stream Global Services, Inc. from 2010 to March 2014. She has a broad career background including experience in banking, business service and technology. Ms. Marinello served as the Chief Executive Officer and President of Ceridian Corporation from 2006 to 2010. She served in a wide variety of senior roles over 10 years at General Electric, leading global, multi-billion dollar financial and services businesses. She served as the Chief Executive Officer and President of GE Fleet Services at GE Commercial Finance from October 2002 to October 2006 and GE Insurance Solutions from 1999 to 2002. She served as President and Chief Executive Officer of GE Financial Assurance Partnership Marketing Group, a diverse organization that includes GE's affinity marketing business, Auto & Home Insurance business, and Auto Warranty Service business from December 2000 to October 2002. Prior to this role, Ms. Marinello served as President of GE Capital Consumer Financial Services and also served as an Executive Vice President of GE Card Services, where she began her GE career in 1997. Prior to GE Capital, she served as President of the Electronic Payments Group at First Data Corporation, where she provided electronic banking and commerce, debit and commercial processing to the financial services industry. She has also served in senior leadership positions at US Bank, Chemical Bank, Citibank and Barclays. She is an Independent Director of AB Volvo, General Motors Corporation and RealPage, Inc. and a Member of the Supervisory Board at The Nielsen Company B.V.

In connection with Ms. Marinello's appointment as President and Chief Executive Officer, the Companies and Ms. Marinello executed a term sheet setting forth the material terms of an employment agreement, equity award agreements and a change in control agreement, which will be completed prior to her appointment as President and Chief Executive Officer.

---

The term sheet contemplates an initial employment period commencing January 3, 2017 and ending December 31, 2019. In consideration for Ms. Marinello's services as President and Chief Executive Officer, she will be entitled to an annual base salary of \$1,450,000, a target annual bonus opportunity of 150% of her annual base salary and sign-on equity awards with a grant date fair value of \$5,175,000, which will be allocated 60% in the form of performance options, 10% in the form of restricted shares and 30% in the form of performance shares. The foregoing equity awards are scheduled to vest on December 31, 2019 subject to Ms. Marinello's continued service through such date and, in the case of the performance options and performance shares, subject to the satisfaction of performance goals related to EBITDA. Following 2017, Ms. Marinello will be eligible to receive equity awards on a basis no less favorable than grants made to other senior executives of the Companies. Ms. Marinello will also be eligible to participate in the employee benefit plans offered to other senior executives of the Companies, and will be entitled to indemnification to the fullest extent permitted by applicable law and directors' and officers' insurance coverage to the same extent as other executive officers and directors of the Companies. In addition, Ms. Marinello will receive a \$10,000 allowance to assist her with shipping personal goods to Florida, a \$25,000 payment each January to cover traveling expenses and up to \$50,000 to cover expenses incurred in connection with the negotiation of her employment arrangements with the Companies.

If Ms. Marinello's employment were terminated involuntarily by the Companies without cause, by Ms. Marinello for good reason or due to death or disability, she would be entitled to vesting of any unvested portion of her sign-on equity awards, which vesting would be determined based on actual performance at the end of the performance period and prorated based on the portion of the vesting period elapsed as of the date of her termination. In addition, Ms. Marinello will be eligible to participate in the HGH Severance Plan for Senior Executives with a severance multiple of 1.5x and will be offered a change in control agreement with a severance multiple of 2.5x.

The payment of severance benefits is subject to Ms. Marinello's execution of a release of claims in favor of the Companies and their affiliates. In addition, the term sheet provides for restrictions on (i) competition and solicitation of employees and customers, clients and distributors of HGH and its affiliates while employed and for two years following termination of employment for any reason and (ii) disclosure of confidential information while employed and perpetually thereafter.

The foregoing summary of the term sheet with Ms. Marinello does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which is included as Exhibit 10.2 hereto. Once finalized, the employment arrangements will be included in an amendment to this filing.

#### *Resignation of Directors*

Linda Fayne Levinson, who currently serves as the Independent Non-Executive Chair and a Class III director of the Companies, has chosen to leave the boards of directors of the Companies effective as of January 2, 2017. Ms. Fayne Levinson's decision to resign was not due to any disagreement with the Companies on any matter relating to their operations, policies or practices.

Carl T. Berquist, who currently serves as a Class III director of the Companies has chosen to leave the boards of directors of the Companies effective as of January 2, 2017. Mr. Berquist's decision to resign was not due to any disagreement with the Companies on any matter relating to their operations, policies or practices.

Michael J. Durham, who currently serves as a Class II director of the Companies, has chosen to leave the boards of directors of the Companies effective as of January 2, 2017. Mr. Durham's decision to resign was not due to any disagreement with the Companies on any matter relating to their operations, policies or practices.

The boards of directors of the Companies have determined to decrease the size of the boards of directors of the Companies by three, with seven directors remaining, upon the effectiveness of these resignations.

In connection with Ms. Fayne Levinson's departure from the boards of directors of the Companies, the boards of directors of the Companies have appointed Henry R. Keizer as Independent Non-Executive Chair of the Companies.

---

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.**

(d) Exhibits. The following Exhibits are filed herewith as part of this report:

<b>Exhibit</b>	<b>Description</b>
10.1	Separation Agreement, dated as of December 12, 2016, by and among John Tague, Hertz Global Holdings, Inc. and The Hertz Corporation.
10.2	Term Sheet for Employment Arrangements with Chief Executive Officer, dated as of December 12, 2016, between Hertz Global Holdings, Inc. and Kathryn V. Marinello.
99.1	Press Release dated as of December 13, 2016

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, each registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HERTZ GLOBAL HOLDINGS, INC.  
THE HERTZ CORPORATION  
(Registrant)

By: /s/ Richard Frecker  
Name: Richard Frecker  
Title: Executive Vice President, General Counsel

Date: December 13, 2016

---

## EXHIBIT INDEX

<b>Exhibit</b>	<b>Description</b>
10.1	Separation Agreement, dated as of December 12, 2016, by and among John Tague, Hertz Global Holdings, Inc. and The Hertz Corporation.
10.2	Term Sheet for Employment Arrangements with Chief Executive Officer, dated as of December 12, 2016, between Hertz Global Holdings, Inc. and Kathryn V. Marinello.
99.1	Press Release dated as of December 13, 2016

## SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is entered into by and among John Tague ("Tague"), Hertz Global Holdings, Inc. ("Holdings") and The Hertz Corporation (hereinafter, together with their subsidiaries and divisions, "Hertz," the "Company" or the "Companies"), on December 12, 2016. Reference is made to the Employment Agreement, dated as of November 21, 2014, between Holdings and Tague (the "Employment Agreement"), and the Hertz Global Holdings, Inc. Severance Plan for Senior Executives, as amended (the "Severance Plan"), and all capitalized terms used in this Agreement and not otherwise defined herein are as defined in the Employment Agreement.

In consideration of the mutual promises, covenants and agreements in this Agreement, which Tague and the Companies agree constitute good and valuable consideration, the parties stipulate, and mutually agree, as follows:

1. **Resignation from Offices and Directorships.** Effective as of January 2, 2017 (the "Date of Termination"), Tague resigns from his position as Chief Executive Officer of the Companies, as well as from all director, officer or other positions he holds on behalf of the Companies (which for the avoidance of doubt, and in conformity with the definition of "Companies," shall include Holdings, The Hertz Corporation and all of their subsidiaries and divisions). Tague agrees to sign all appropriate documentation, if any, prepared by the Companies to facilitate these resignations; provided that Tague understands that such resignations are self-effectuating and are effective on the Date of Termination.

2. **Employment Status/Separation.** Tague and the Companies mutually agree that Tague's employment with the Companies shall cease effective the Date of Termination, and that the cessation of Tague's employment shall be treated as a "Good Leaver Termination" for purposes of the Employment Agreement and a "Qualifying Termination" for purposes of the Severance Plan. The parties further agree that, except as otherwise provided in this Agreement, neither Tague nor the Companies shall have any further rights, obligations or duties under any other agreement or arrangement, relating to severance payments and benefits due to Tague, as of the date of this Agreement. The parties agree that Tague's last day working in the Company's office in Florida shall be December 23, 2016; provided that Tague agrees to provide all necessary services after such date and prior to the Date of Termination as needed by the Company.

3. **Accrued Obligations and Vested Benefits.** Tague is entitled to receive the following accrued obligations: (a) in satisfaction of the provisions of Section 5(e)(i) of the Employment Agreement and Section 4.01 of the Severance Plan, all Base Salary earned or accrued but not yet paid through the Date of Termination, and payment for any earned but unused vacation days accrued through the Date of Termination, which payments shall be made to Tague no later than the next regularly scheduled payroll date after the Date of Termination; and (b) reimbursement for any and all business expenses incurred prior to the Date of Termination, subject to the terms of the Company's reimbursement policy. In addition, the Companies acknowledge and agree that, without regard to this Agreement, Tague is vested in respect of options to purchase 126,168 shares of Holdings common stock at \$90.16 per share, which were granted under the Employee Stock Option Agreement—Transition Options, dated as of November 21, 2014, between Holdings and Tague (as modified in connection with Holdings's separation from Herc Holdings, Inc.).

---

4. **Severance Benefits.** Provided that Tague signs and does not timely revoke this Agreement pursuant to Section 17 and complies with the terms of this Agreement, Hertz shall provide Tague with the following severance payments and benefits, in full satisfaction of all termination obligations the Companies may have to Tague:

(a) **Severance Payment.** In satisfaction of the provisions of Section 4.02(b) of the Severance Plan and notwithstanding any provision of the Severance Plan to the contrary, the Company shall pay Tague an amount in cash equal to \$3,678,750, to be paid to Tague in equal installments on Holdings' regular payroll cycles during the 18-month period commencing on the first payroll date following the Effective Date; provided, however, any installments scheduled to be paid during the six-month period immediately following the Date of Termination instead shall be aggregated and paid in a lump sum on August 1, 2017 (or, if earlier, the first business day of the first month following Tague's death), along with interest at the applicable federal rate for instruments of less than one year. The parties acknowledge and agree that, notwithstanding any provision of the Employment Agreement or the Severance Plan to the contrary, Tague shall not be entitled to any payment or benefits contemplated by Section 4.02(a) or 4.02(c) of the Severance Plan or any payments in respect of any earned but unpaid annual bonuses.

(b) **Health Plan Coverage.** In satisfaction of the provisions of Section 4.02(d) of the Severance Plan, the Company shall provide Tague and his eligible family members with continued medical, dental and disability benefits under the applicable benefit programs of the Companies (the "health and welfare benefits"). If Tague makes timely application for such health and welfare benefits pursuant to Tague's benefit continuation rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company shall pay the premiums for such coverage to the same extent paid by the Company immediately prior to the Date of Termination for the first 18 months following the Date of Termination, or the date on which Tague becomes eligible for comparable health and welfare benefits through a new employer, whichever is earlier. For the avoidance of doubt, the Company and Tague agree that the premiums paid for the benefit of Tague by the Company hereunder shall be taxed as imputed income to Tague.

(c) **Equity-Based Awards.** Tague acknowledges that all compensatory awards denominated in common stock of Holdings held by him as of the date hereof are set forth on Exhibit A. In satisfaction of the provisions of Section 5(e)(ii)(B) of the Employment Agreement, as of the Effective Date, (i) with respect to the Employee Stock Option Agreement—Performance Options, dated as of November 21, 2014, between Holdings and Tague (as modified in connection with Holdings' separation from Herc Holdings, Inc.), options to purchase 85,963 shares of Holdings common stock at \$90.16 per share shall vest and (ii) with respect to the Performance Stock Unit Agreement, dated as of December 1, 2015, between Holdings and Tague (as modified in connection with Holdings' separation from Herc Holdings, Inc.), performance stock units in respect of 60,174 shares of Holdings common stock shall vest and be distributed to Tague within five business days of the Date of Termination; provided, the Company agrees that any necessary tax withholding required as part of the distribution of shares in settlement of the performance stock units shall be covered by the Company withholding shares that would otherwise be distributed to Tague, as permitted by the terms of the performance stock unit award agreement, and that Tague shall not be required to make any additional payment to cover any such required withholding tax. Any equity-based awards held by Tague that are not vested as of the Date of Termination and that do not vest pursuant to the immediately preceding sentence shall be forfeited as of the Date of Termination. Any options to purchase shares of Holdings common stock that are vested as of the date hereof or that vest pursuant to this Agreement shall remain exercisable until the earlier of (a) the 90th day following the Date of Termination (or, if later, the 90th day following expiration of any blackout period in effect with respect to such options) and (b) any cancellation or termination in connection with a change in control, as provided in the applicable award agreement.

(d) **Relocation Benefits.** In satisfaction of the provisions of Section 5(e)(ii)(C) of the Employment Agreement, Tague shall be eligible for reimbursement of certain expenses incurred in connection with his relocation to Texas (including reasonable transaction expenses incurred in connection with the sale of his residence in or around Estero, Florida), in accordance with the terms of the Relocation Policy.

Tague acknowledges and agrees that the consideration set forth or referenced in Section 3 and this Section 4 constitute satisfaction and accord for any and all compensation and benefits due and owing to him pursuant to any plan, agreement or other arrangements relating to his employment with the Companies and termination thereof; provided, however, for the avoidance of doubt, Tague shall remain entitled to his vested account balance under The Hertz Corporation Income Savings Plan and The Hertz Corporation Supplemental Income Savings Plan and to coverage under the Company's health and welfare plans in accordance with the terms thereof through the Date of Termination. Tague acknowledges and agrees that, unless he enters into this Agreement, he would not otherwise be entitled to receive the consideration set forth in this Section 4.

**5. Waiver and Release.**

(a) In exchange for receiving the monies and benefits described in Section 4 above, Tague does for himself and his heirs, executors, administrators, successors and assigns, hereby release, acquit, and forever discharge and hold harmless the Companies and each of their divisions, subsidiaries and affiliated companies, and their respective successors, assigns, officers, directors, shareholders holding more than 5% of Holdings' outstanding common stock as of the Date of Termination (and such shareholders' affiliates), employees, benefit and retirement plans (as well as trustees and administrators thereof) and agents, past and present (the "Released Parties"), of and from any and all actions, causes of action, claims, demands, attorneys' fees, compensation, expenses, promises, covenants, and damages of whatever kind or nature, in law or in equity, which Tague has, had or could have asserted, known or unknown (the "Claims"), at common law or under any statute, rule, regulation, order or law, whether federal, state or local, or on any grounds whatsoever, including, without limitation, any and all claims for any additional severance pay, vacation pay, bonus or other compensation, including, but not limited to, under the Employment Agreement, Severance Plan or any other applicable severance plan or agreement; any and all claims of discrimination or harassment based on race, color, national origin, ancestry, religion, marital status, sex, sexual orientation, disability, handicap, age or other unlawful discrimination; any and all claims arising under Title VII of the Federal Civil Rights Act; the Federal Civil Rights Act of 1991; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; the New Jersey Law Against Discrimination; the Florida Civil Rights Act; or under any other state, federal, local or common law, with respect to any event, matter, claim, damage or injury arising out of his employment relationship with the Companies and/or the separation of such employment relationship, and/or with respect to any other claim, matter or event, from the beginning of the world to the date of Tague's execution of this Agreement.

(b) Tague understands that nothing contained in this Agreement limits his ability to communicate with, or file a complaint or charge with, the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission ("SEC"), the Department of Justice ("DOJ") or any other federal, state or local governmental agency or commission (collectively, "Governmental Agencies"), or otherwise participate in any investigation or proceeding that may be conducted by Governmental Agencies, including providing documents or other information without notice to the Company; provided, however, that Tague may not disclose Company information that is protected by the attorney client privilege, except as expressly authorized by law. In the event any claim or suit is filed on Tague's behalf against any of the Released Parties by any person or entity, including, but not limited to, by any Governmental Agency, Tague waives any and all rights to recover monetary damages or injunctive relief in his favor; provided, however, that this Agreement does not limit Tague's right to receive an award from the SEC or DOJ for information provided to the SEC or DOJ.

6. **Exceptions to Release.** Tague does not waive or release (a) any Claims under applicable workers' compensation or unemployment laws; (b) any rights which cannot be waived as a matter of law; (c) the rights to enforce the terms of this Agreement; (d) any Claim for indemnification Tague may have under applicable laws, under the applicable constituent documents (including bylaws and certificates of incorporation) of any of the Companies, under any applicable insurance policy any of the Companies may maintain, or any under any other agreement he may have with any of the Companies, with respect to any liability, costs or expenses Tague incurs or has incurred as a director, officer or employee of any of the Companies; (e) any Claim Tague may have to obtain contribution as permitted by law in the event of entry of judgment against Tague as a result of any act or failure to act for which Tague and any of the Companies are jointly liable; (f) any Claim to his vested account balance under The Hertz Corporation Income Savings Plan or The Hertz Corporation Supplemental Income Savings Plan or to coverage under the Company's health and welfare plans in accordance with the terms thereof through the Date of Termination or (g) any Claim that arises after the Effective Date (as defined in Section 17).

7. **Restrictive Covenants.** Tague acknowledges that in the course of his employment with the Companies, Tague has acquired "Proprietary Information" (as defined in the Employment Agreement) and "Confidential Information" (as defined in the Severance Plan) and that such information has been disclosed to Tague in confidence and for the Company's use only. Tague acknowledges and agrees that, on and after the Date of Termination, Tague shall continue to be bound by the provisions of Sections 7, 8, 9, 10, 11 and 12 of the Employment Agreement and Article V of the Severance Plan. Notwithstanding the foregoing, nothing in this this Agreement or any other agreement between Tague and the Companies shall prevent any communications by Tague with Governmental Agencies without notice to the Companies, any response or disclosure by Tague compelled by legal process or required by applicable law, or any bona fide exercise by Tague of any shareholder rights that may not be waived under applicable law that he may otherwise have.

---

8. **Fiduciary Duties.** Tague will retain his fiduciary responsibilities to the Companies to the extent provided by law. In addition, Tague agrees to continue to abide by applicable provisions of the principles and guidelines set forth in the Hertz Standards of Business Conduct, the terms of which are incorporated herein, including, but not limited to, the restrictions on insider trading and use of Company assets and information contained therein.

9. **Representations of Tague and the Company.**

(a) Tague declares and represents that he has not filed or otherwise pursued any charges, complaints, lawsuits or claims of any nature against the Companies or any of its subsidiaries, affiliates or divisions, arising out of or relating to events occurring prior to and through the date of this Agreement, with any federal, state or local governmental agency or court with respect to any matter covered by this Agreement, and Tague has no knowledge of any fact or circumstance that he would reasonably expect to result in any such Claim against the Companies in respect of any of the foregoing. Except as provided in Section 5(b) or 6(b) of this Agreement, and subject to the provisions thereof, Tague agrees herein not to bring suit against the Companies for events occurring prior to the date of this Agreement and not to seek damages from the Companies by filing a claim or charge with any state or governmental agency.

(b) Tague further declares and represents that though the Date of Termination he has not: (i) engaged in any conduct that constitutes willful gross neglect or willful gross misconduct with respect to his employment duties with the Companies which has resulted or will result in material economic harm to Holdings; (ii) knowingly violated the Hertz Standards of Business Conduct or any similar policy; (iii) facilitated or engaged in, and has no knowledge of, any financial or accounting improprieties or irregularities of either of the Companies; or (iv) knowingly made any incorrect or false statements in any of his certifications relating to filings of the Companies required under applicable securities laws or management representation letters, and has no knowledge of any incorrect or false statements in any of the Companies' filings required under applicable securities laws; in either of the case of clause (iii) or (iv) of this Section 9(b), except with respect to any information that has been provided through the Date of Termination by a third-party auditor in an oral or written report to both Tague and the Board (or any committee thereof). Tague further acknowledges and agrees that the Companies are entering into this Agreement in reliance on the representations contained in this Section 9(b), which representations constitute terms of this Agreement.

(c) The Company represents that the execution of this Agreement has been approved unanimously by the Board (excluding Tague).

10. **Future Employment.** Tague agrees that he will not at any time in the future seek employment with Hertz and waives any right that may accrue to him from any application for employment that he may make notwithstanding this provision.

11. **Nondisparagement/References.** Tague agrees not to make negative comments or otherwise disparage the Companies or their respective officers, directors, other employees holding the titles of Senior Vice President who reported directly to Tague or the titles of Executive Vice President or higher, or shareholders holding more than 5% of Holdings' outstanding common stock as of the Date of Termination (and such shareholders' affiliates) in any manner reasonably likely to be harmful to them or their business, business reputation or personal reputation. The Companies agree that the Companies will not, and the individuals holding the titles of Senior Vice President who reported directly to Tague or the titles of Executive Vice President or higher, and the members, as of the date hereof, of the Boards of Directors of the Companies will not, while employed by the Companies or serving as a director of Holdings, as the case may be, make negative comments about Tague or otherwise disparage Tague in any manner that is reasonably likely to be harmful to his business reputation or personal reputation. The parties hereto will not assist, encourage, discuss, cooperate, incite, or otherwise confer with or aid any others in discrediting the other or in pursuit of a claim or other action against the other, except as required by law. The Company agrees that Tague shall be able to review, prior to issuance, any press release and the Form 8-K issued in connection with his termination of employment. Tague shall direct any employment inquiries or requests for references to General Counsel, The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928. Nothing contained in this Section 11 shall prevent any party from making truthful statements in any judicial, arbitration, governmental, or other appropriate forum for adjudication of disputes between the parties or in any response or disclosure by any party compelled by legal process or required by applicable law.

12. **Cooperation.** During the 18-month period following the Date of Termination, Tague agrees to reasonably cooperate with the Companies in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Companies which relate to events or occurrences that occurred while Tague was employed by the Companies and of which Tague has relevant knowledge. Tague's reasonable cooperation in connection with such claims or actions shall include, but not be limited to, being available for telephone conferences with outside counsel and/or personnel of the Companies, being available for interviews, depositions and/or to act as a witness on behalf of the Company, if reasonably requested, and at the Board's reasonable request responding to any inquiries about the particular matter. Tague further agrees to reasonably and truthfully cooperate with the Company in connection with any investigation or review by any federal, state or local regulatory authority relating to events or occurrences that transpired while Tague was employed with the Company and of which Tague has relevant knowledge. The Companies shall promptly pay (or promptly reimburse) Tague (a) for any and all reasonable out-of-pocket expenses incurred by Tague in connection with such cooperation, and (b) a reasonable hourly rate (which will be determined the compensation committee of the Board) to Tague for all time provided pursuant to this Section 12 in excess of 25 hours.

13. **Indemnification.** Tague's right to indemnification and insurance under Section 14 of the Employment Agreement and the Indemnification Agreement, dated as of June 30, 2015, between Holdings and Tague, shall continue in accordance with its terms.

(a) **Denial of Wrongdoing.** The parties understand and agree that this Agreement shall not be considered an admission of liability or wrongdoing by any party, and that the parties deny any liability, and nothing in this Agreement can or shall be used, by or against any party with respect to claims, defenses or issues in any litigation or proceeding, except to enforce the Agreement itself. Hertz denies committing any wrongdoing or violating any legal duty with respect to Tague's employment or the termination of his employment.

(b) **Entire Agreement.** Tague further declares and represents that no promise, inducement, or agreement not herein expressed or referred to has been made to him. Except as otherwise specifically provided in this Agreement, this instrument constitutes the entire agreement between Tague and the Companies and supersedes all prior agreements and understandings, written or oral, including, without limitation, the Employment Agreement and the Severance Plan. For the sake of clarity, nothing in this Agreement is intended to negate or otherwise adversely affect any rights that Tague may have under the employee and executive benefit plans of the Companies, other than those waived as provided in Sections 5 and 6 hereof. This Agreement may not be changed unless the change is in writing and signed by Tague and an authorized representative of each of the Companies. Parol evidence will be inadmissible to show agreement by and between the parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which together constitute one and the same agreement, whether delivered in person, by mail, by e-mail or by facsimile.

(c) **Severability.** Tague understands and agrees that should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said invalid part, term or provision shall be deemed not a part of this Agreement.

(d) **Successors and Assigns.** This Agreement shall be binding upon the Companies and Tague and their respective heirs, personal representatives, successors and assigns. Tague may not assign any of his rights or obligations hereunder. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform all of the Company's obligations set forth in this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or assign had taken place. In the event of the death of Tague prior to the payment of all amounts by the Company pursuant to this Agreement, the Company shall make any remaining payments to Tague's estate in a single lump sum payment within 60 days following his death.

(e) **Governing Law; Dispute Resolution; Injunctive Relief.** The provisions of Section 16(b) of the Employment Agreement are incorporated by reference herein and made a part of this Agreement. Notwithstanding the foregoing, in the event of a breach or threatened breach of any provision of this Agreement, including, but not limited to, Sections 7, 8, 11 and 12 of this Agreement, Tague agrees that the Companies shall be entitled to seek injunctive or other equitable relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, and damages would be inadequate and insufficient. The existence of this right to injunctive and other equitable relief shall not limit any other rights or remedies that the Companies may have at law or in equity including, without limitation, the right to monetary, compensatory and punitive damages. Notwithstanding any provision of this Agreement to the contrary, in the event of any dispute between the Company and Tague (including, but not limited to, under or with respect to this Agreement) regarding a matter that has not been released pursuant to Section 5, if the Company refuses to provide the compensation or benefits contemplated by Section 4, the Company shall pay to Tague, no less frequently than monthly, all legal fees and expenses reasonably incurred by Tague in connection with such dispute; provided, that if a determination is made by the arbitrator or court of competent jurisdiction that Tague has failed to prevail on at least one material claim related to such dispute, the Company shall not be liable to pay such legal fees or expenses otherwise provided hereunder, and the Company shall be entitled to recover from Tague any such amounts so paid (either directly or, except as would violate Section 409A of the Code, by setoff against any amounts owed to Tague by the Company).

(f) **Notice.** Any notice or other communication required or permitted to be delivered under this Agreement shall be (i) in writing, (ii) delivered personally by courier service or certified or registered mail, first-class postage prepaid and return receipt requested, (iii) deemed to have been received on the date of delivery or on the third business day after the mailing thereof, and (iv) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

(A) if to either of the Companies, to them at:

The Hertz Corporation  
8501 Williams Road  
Estero, Florida 33928  
Attention: General Counsel  
Facsimile: 866-999-3798

with a copy to:

Wachtell Lipton Rosen & Katz  
51 West 52nd Street  
New York, New York 10019  
Attention: David A. Katz, Esq.  
Electronic mail: DAKatz@WLRK.com

(B) if to Tague, to him at his last known home address as shown on the records of the Company with a copy to:

Mayer Brown LLP  
71 South Wacker Drive  
Chicago, Illinois 60606  
Attention: Bert Krueger, Esq.  
Electronic mail: hkrueger@mayerbrown.com.

(g) Counterparts. This Agreement may be executed by the parties hereto, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. **Tax Matters.**

(a) Withholding. All payments and benefits provided hereunder shall be subject to tax withholdings required by applicable law and other standard payroll deductions.

(b) Code Section 409A.

(i) Compliance. The intent of the parties is that payments and benefits under this Agreement be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder, and all notices, rulings and other guidance issued by the Internal Revenue Service interpreting the same (collectively, "Section 409A") so as to avoid the additional tax and penalty interest provisions contained therein and, accordingly, to the maximum extent permitted under Section 409A, the Agreement shall be interpreted to maintain exemption from or compliance with its requirements. In no event whatsoever shall the Company be liable for any tax, interest or penalties that may be imposed on Tague by Section 409A or any damages for failing to comply with Section 409A, except for any such additional taxes and interest or damages that result from the Company's failure to comply with the terms of this Agreement or those of any plan or award agreement referred to herein.

(ii) Termination as Separation from Service. The termination of Tague's employment on the Date of Termination constitutes a "separation from service" within the meaning of Section 409A for purposes of any provision of this Agreement or other arrangement providing for the payment of any amounts or benefits subject to Section 409A upon or following a "separation from service" within the meaning of Section 409A, and for purposes of any such provision of this Agreement, references to a "resignation from employment," "termination," "terminate," "termination of employment" or like terms shall also refer to Tague's "separation from service" on the Date of Termination.

(iii) Payments for Reimbursements, In-Kind Benefits. All reimbursements for costs and expenses under this Agreement shall be paid in no event later than the end of the calendar year following the calendar year in which Tague incurs such expense. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (A) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (B) the amount of expenses eligible for reimbursements or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, provided, however, that the foregoing clause (B) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code solely because such expenses are subject to a limit related to the period the arrangement is in effect.

16. **Acceptance; Consideration of Agreement.** Tague further acknowledges that he has been provided twenty-one (21) days to consider and accept this Agreement from the date it was first given to him, although he may accept it at any time within those twenty-one (21) days.

17. **Revocation.** Tague further acknowledges that he understands that he has seven (7) days after signing the Agreement to revoke it by delivering to Richard Frecker, General Counsel, The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928, written notification of such revocation within the seven (7)-day period. If Tague does not revoke the Agreement, the Agreement will become effective and irrevocable by him on the eighth day after he signs it (or, if later, January 2, 2017) (the "Effective Date"). If Tague revokes this Agreement, Tague hereby acknowledges and agrees that this Agreement shall be null and void and of no further force and effect, and his termination of employment shall be treated as a resignation by him without Good Reason for all purposes.

18. **Legal Counsel.** Tague acknowledges that he understands that he has the right to consult with an attorney of his choice at his expense to review this Agreement and has been encouraged by the Companies to do so. The Company shall pay or reimburse Tague for reasonable attorney fees incurred for the review and negotiation of this Agreement, up to a maximum amount of \$25,000.

\* \* \* \* \*

*[Remainder of page intentionally blank.]*

*[Signatures to Agreement are set forth on the following pages.]*

IN WITNESS HEREOF, and intending to be legally bound, I, John Tague, have hereunto set my hand.

**WITH MY SIGNATURE HEREUNDER, I, JOHN TAGUE, ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE OF CLAIMS SET FORTH ABOVE.**

**I, JOHN TAGUE, FURTHER ACKNOWLEDGE THAT I HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT; THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT; THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY MY ATTORNEY; AND THAT I HAVE BEEN ENCOURAGED BY HERTZ TO DO SO.**

**I, JOHN TAGUE, ALSO ACKNOWLEDGE THAT (1) I HAVE BEEN AFFORDED 21 DAYS TO CONSIDER THIS AGREEMENT, (2) I HAVE 7 DAYS AFTER SIGNING THIS AGREEMENT TO REVOKE IT BY DELIVERING TO RICHARD FRECKER, AS SET FORTH ABOVE, WRITTEN NOTIFICATION OF MY REVOCATION, AND (3) IF I REVOKE THIS AGREEMENT (A) IT SHALL BE NULL AND VOID AND NONE OF HERTZ OR ANY OF ITS AFFILIATES SHALL HAVE ANY OBLIGATIONS TO ME UNDER THIS AGREEMENT, AND (B) HERTZ SHALL HAVE NO OBLIGATIONS TO ME OTHER THAN AS IF I HAD RESIGNED VOLUNTARILY AND (TO THE EXTENT APPLICABLE) WITHOUT GOOD REASON FOR PURPOSES OF THE EMPLOYMENT AGREEMENT, SEVERANCE PLAN OR OTHERWISE.**

/s/ John Tague  
\_\_\_\_\_  
JOHN TAGUE

Date: December 12, 2016

[*Tague Signature Page to Separation Agreement*]

---

THE HERTZ CORPORATION

By: /s/ Richard Frecker  
Name: Richard Frecker  
Title: Executive Vice President, General Counsel  
Date: December 12, 2016

HERTZ GLOBAL HOLDINGS, INC.

By: /s/ Richard Frecker  
Name: Richard Frecker  
Title: Executive Vice President, General Counsel  
Date: December 12, 2016

*[Company's Signature Page to Tague Separation Agreement]*

---

**EXHIBIT A**

**OUTSTANDING EQUITY AWARDS**

Set forth below is a table of Tague's outstanding equity awards as of December 12, 2016. Any such awards that are identified as unvested shall vest or be forfeited in accordance with the terms of Section 4(c).

Award	Grant Date	Number of shares subject to award (Vested)	Number of shares subject to award (Unvested)	Exercise Price
Sign-on Transition Options	November 21, 2014	126,168	0	\$90.16
Sign-on Performance Options	November 21, 2014	0	126,168 <sup>1</sup>	\$90.16
Option Grant	March 3, 2016	0	79,259	\$39.36
Sign-on PSUs	December 1, 2015	0	88,317 <sup>2</sup>	N/A
PSU Grant (Adjusted Corp EBITDA)	March 3, 2016	0	21,345	N/A
PSU Grant (EBITDA Margin)	March 3, 2016	0	21,345	N/A
PSU Grant (Elite Customer NPS)	March 3, 2016	0	10,673	N/A

<sup>1</sup> Pursuant to Section 4(c), of this amount, options to purchase 85,963 shares of Holdings common stock at \$90.16 per share shall vest as of the Effective Date.

<sup>2</sup> Pursuant to Section 4(c), of this amount, performance stock units in respect of 60,174 shares of Holdings common stock shall vest as of the Effective Date.

### Term Sheet for Employment Arrangements with Chief Executive Officer

This term sheet (this "Term Sheet") sets forth the material terms of an employment agreement and other compensatory arrangements to be executed by Hertz Global Holdings, Inc. ("Holdings") and Kathryn V. Marinello ("Executive").

**Effective Date:**

December 12, 2016

**Employment Period:**

January 3, 2017 (the "Start Date") through December 31, 2019 (the "Employment Period") or the date of any earlier termination of Executive's employment. Executive will not be required to physically report to the Company's offices until January 8, 2017.

**Position:**

Chief Executive Officer of Holdings and The Hertz Corporation (together, the "Companies"). Executive will be employed at the Company's headquarters in Estero, Florida.

Member of the Board of Directors of Holdings (the "Board").

**Duties/Reporting:**

Customary for Chief Executive Officer, and as may be assigned by the Board from time to time.

Executive will report directly to the Board.

**Annual Base Salary:**

\$1,450,000. Subject to review by the Board not less frequently than annually for possible upward adjustment.

**Annual Bonus:**

For 2017 and later years, target of not less than 150% of Annual Base Salary, up to a maximum amount determined in accordance with the terms of the applicable bonus plan, subject to Executive's continued employment through the payment date except as provided herein. The amount of the Annual Bonus shall be, except as set forth below, based on satisfaction of performance goals determined by the Compensation Committee of the Board with the input of Executive. The annual bonus shall be paid no later than March 15 of the calendar year following the calendar year in which the performance goals are measured.

For 2017, subject to Executive's continued employment through the payment date (except as provided herein), Executive's Annual Bonus shall be no less than 60% of target.

**Long-Term Incentive Awards:**

On the Start Date, Holdings shall grant Executive, on terms consistent with Holdings's 2016 Omnibus Incentive Plan (the "Stock Plan") (*provided* that such grant may be made pursuant to the inducement grant exemption of the New York Stock Exchange), options and restricted share awards in respect of common stock of Holdings with a target grant date fair value for accounting purposes (as determined using the same methodology as used most recently for equity awards granted to executives of the Companies generally) of \$5,175,000 (collectively, the "LTI Grant"). The LTI Grant shall be in lieu of any other long-term or equity incentive awards to which employees of the Companies might be eligible in respect of 2017 and shall be subject to the following terms:

*Option Grant.* 60% of the LTI Grant shall be granted in the form of options (the "Option Grant"), which shall vest on December 31, 2019, subject to Executive's continued employment through such date (except as provided herein) and the satisfaction of performance goals related to EBITDA, as determined by the Compensation Committee of the Board with the input of Executive as of no later than March 31, 2017. Similar to the Companies' existing long-term incentive program, a portion of the Option Grant shall be eligible to vest based on annual EBITDA goals and a portion of the Option Grant shall be eligible to vest based on multi-year EBITDA goals.

All options granted under the Option Grant shall expire on the seventh anniversary of the Start Date, or such earlier date as determined in accordance with Holdings's standard form of stock option agreement in connection with a termination of Executive's employment.

*Restricted Share Grant.* 10% of the LTI Grant shall be granted in the form of time-vesting restricted shares (the "RSA Grant"), which shall vest on December 31, 2019, subject to Executive's continued employment through such date (except as provided herein). Executive and the Company to mutually agree on reasonable performance goals for purposes of Section 162(m) of the Internal Revenue Code.

*Performance Share Grant.* 30% of the LTI Grant shall be granted in the form of performance-vesting restricted shares (the "PSA Grant"), which shall vest on terms similar to the Option Grant (i.e., continued service and annual/multi-year EBITDA goals).

*Future Grants.* Executive will be eligible for future grants after 2017 on a basis no less favorable than grants made generally to other senior executives of the Companies.

Executive shall be eligible for employee benefits and fringe benefits on the same basis as other senior executives of the Companies.

Executive will be reimbursed for reasonable travel (including business class airfare), lodging and meal expenses in accordance with the Companies' expense reimbursement policy, and for legal fees reasonably incurred in the negotiation of this Term Sheet and formal employment agreement and ancillary documents described herein, at her counsel's ordinary billable rates (plus expenses), up to a cap of \$50,000.

**Employee Benefits and Fringe Benefits:**

Executive will receive a one-time payment of \$10,000 within 30 days of the Start Date to cover shipping of her personal goods and automobile to Florida. Executive will also receive a \$25,000 payment each January during the Employment Period to cover commuting expenses between her residences.

**Indemnification/Insurance:**

To the fullest extent permitted by Delaware law (subject to a gross negligence and willful misconduct standard), with advancement of legal fees subject to an undertaking to repay if ultimately determined that Executive is not entitled to indemnification.

Covered by D&O insurance to the same extent as other executive officers and Board members.

**Qualifying Termination Not in Connection with a Change in Control:** Executive shall participate in Holdings's Severance Plan for Senior Executives (the "Severance Plan") with a severance multiple of 1.5 as the Severance Plan is in effect as of date hereof. If the Severance Plan is terminated or modified in a manner adverse to Executive for any reason, Executive shall be provided an equivalent severance benefit under her employment agreement in lieu thereof.

Upon termination of Executive's employment (a) by Holdings other than for Cause (as defined below), (b) by Executive for Good Reason (as defined below), or (c) due to death or Disability (as defined below) (a "Good Leaver Termination"), Executive shall be entitled to vesting of any unvested portion of the Option Grant, RSA Grant or PSA Grant, prorated based on the portion of the period from the Start Date through December 31, 2019 elapsed as of the date of termination, and with any performance metrics determined based on actual performance at the end of the performance period; *provided* that any vested options shall remain exercisable for 90 days following the date of termination (or, if later, 90 days following determination of whether the performance goals have been satisfied).

Executive shall also receive any prior year's annual bonus to the extent earned but not yet paid and a pro rata bonus for the calendar year in which termination occurs with any performance metrics based on actual performance at the end of the annual performance period. Executive shall also receive any unpaid salary through the date of termination and accrued but unused vacation pay.

Subject to the terms of any other benefit plans in which Executive participates, the foregoing benefits shall be the sole severance benefits to which Executive is entitled upon a termination of employment. All termination-related benefits are subject to Executive's execution of a release of claims in favor of the Companies and their affiliates (which shall be substantially in the form attached to the Severance Plan) and compliance with the restrictive covenants described below.

**Any Other Termination Not in Connection with a Change in Control:** Subject to the terms of any other benefit plans in which Executive participates, upon termination Executive's employment other than a Good Leaver Termination, Executive shall be entitled only to a cash payment equal to the sum of (a) Executive's unpaid base salary through the date of termination and (b) accrued and unused vacation pay.**Change in Control Benefits:**

Notwithstanding the above termination provisions, Executive shall be a party to a change in control agreement, which will provide a severance multiple of 2.5 times Executive's annual base salary and bonus (as determined under the Severance Plan).

Without limiting the Good Leaver Termination vesting provisions described above, Executive's outstanding equity awards also shall be subject to full vesting upon a termination of employment without Cause within two years following a "Change in Control".

For purposes of Executive's compensatory arrangements, the term "Change in Control" shall be determined consistent with the Companies' existing arrangements, *provided* that acquisitions of Holdings common stock by Icahn Enterprises L.P. and its affiliates shall not constitute a Change in Control.

**Definitions:**

**"Cause"** means, with respect to Executive (as determined by the Board) (a) willful and continued failure to perform substantially Executive's material duties with Holdings (other than any such failure resulting from Executive's incapacity as a result of physical or mental illness) after a written demand for substantial performance specifying the manner in which Executive has not performed such duties is delivered to Executive by the Board, (b) engaging in willful and serious misconduct that is injurious to Holdings or any of its subsidiaries, (c) one or more acts of fraud or material personal dishonesty resulting in or intended to result in personal enrichment at the expense of Holdings or any of its subsidiaries, (d) substantial abusive use of alcohol, drugs or similar substances that, in the sole judgment of Holdings, impairs Executive's job performance, (e) material violation of any Holdings policy that results in harm to Holdings or any of its subsidiaries, (f) conviction of (or plea of guilty or nolo contendere) to a felony or of any crime (whether or not a felony) involving moral turpitude, (g) conviction of (or plea of guilty or nolo contendere) to a securities law violation that is materially injurious to the Companies, or (h) a breach of the Executive Representation below. If a circumstance constituting "Cause" is curable, Executive shall be provided written notice of the circumstance and 15 days from the date of such notice to cure it. Executive shall not be provided more than one opportunity to cure with respect to the same or similar circumstances. A termination of employment for "Cause" shall include a determination following Executive's termination of employment for any reason that the circumstances existed prior to such termination for the Companies to have terminated Executive's employment for Cause. Any determination that Executive's employment will be terminated for Cause shall be made by the Board following notice to Executive and an opportunity for Executive and her counsel to be heard by the Board.

**"Good Reason"** means, without Executive's consent, (a) reduction by the Companies of Executive's Annual Base Salary or target Annual Bonus, (b) failure of Executive to be nominated by Holdings or elected or reelected as a director, (c) a material diminution in Executive's titles, duties or responsibilities or

the assignment to her of any duties or responsibilities inconsistent with Executive's position and status as Chief Executive Officer, (d) a change in Executive's reporting relationship such that she no longer reports directly to the Board, (e) failure of the Companies to obtain a satisfactory written agreement from any successor to all or substantially all of the assets or business of the Companies to assume and agree to perform this Agreement within 15 days after a merger, consolidation, sale or similar transaction, (f) any purported termination by the Companies of Executive's employment otherwise than as expressly described herein, or (g) any other material breach of the employment agreement; in each case *provided* that, within 30 days of any such occurrence, Executive shall have delivered to the Board a notice of termination that specifically identifies such occurrence and the Companies shall have failed to cure such circumstance within 10 days of receipt of such notice.

**"Disability"** means a physical or mental disability or infirmity that prevents or is reasonably expected to prevent the performance of Executive's employment-related duties for a period of six months or longer and, within 30 days after Holdings notifies Executive in writing that it intends to terminate her employment, Executive shall not have returned to the performance of her employment-related duties on a full-time basis; *provided* that, with respect to any compensation that constitutes deferred compensation subject to Section 409A of the Internal Revenue Code, "Disability" shall have the meaning set forth in Section 409A(a)(2)(c) of the Internal Revenue Code. The Board's reasoned and good faith judgment of Disability shall be final, binding and conclusive, and shall be based on such competent medical evidence as shall be presented to it by Executive and/or by any physician or group of physicians or other competent medical expert employed by Executive or Holdings to advise the Board.

For the avoidance of doubt, unless otherwise agreed by Executive, these definitions shall supersede any similar definitions contained in any other agreement between Executive and the Companies, including, without limitation, the Severance Plan and any change in control agreement.

**Restrictive Covenants:**

Employment agreement to contain restrictions on (i) industry-specific competition and solicitation of employees and customers, clients and distributors of Holdings and its affiliates while employed and for two years following termination of employment for any reason and (ii) disclosure of confidential information while employed and perpetually thereafter.

In addition, Executive shall return the property of Holdings and its affiliates upon a termination of employment. Executive can make and retain an electronic copy of her contacts list and calendar and any personal emails or information needed for tax filing purposes.

**Executive Representation:**

Executive represents that she is not subject to any contractual restriction that would prevent her from functioning as Chief Executive Officer of the Companies, or limit her ability to do so at any time during the Employment Period.

**Holdings Representation**

Holdings represents that it has full authority and all necessary approvals to enter into this Term Sheet.

**Governing Law and Dispute Resolution:**

Governed by the laws of the State of Delaware.

Disputes resolved in state and Federal courts located in or nearest to the Companies' headquarters.

[Signature page follows]

---

By signing below, Holdings and Executive agree that they shall work together in good faith, to promptly complete and execute a full employment agreement and ancillary documents that are consistent in all respects with these terms; provided that the parties agree that this Term Sheet shall be binding upon Holdings and Executive as of and following the Effective Date unless and until superseded by such full documentation.

Signed on December 12, 2016.

**Hertz Global Holdings, Inc.**

By: /s/ Richard Frecker  
**Name: Richard Frecker**  
**Title: Executive Vice President,  
General Counsel**

[*Signature Page to Term Sheet*]

---

**Kathryn V. Marinello**

/s/ Kathryn V. Marinello

[Signature Page to Term Sheet]

## Hertz Global Announces Kathryn V. Marinello to Become President and Chief Executive Officer

John P. Tague to Retire on January 2, 2017

ESTERO, Fla., Dec. 13, 2016 -- Hertz Global Holdings, Inc. (NYSE: HTZ) announced today that the Boards of Directors of Hertz Global Holdings, Inc. ("HGH") and The Hertz Corporation (together with HGH, the "Companies" or "Hertz"), have appointed Kathryn V. Marinello as President and Chief Executive Officer effective January 3, 2017. Hertz also announced that John Tague will retire as President and Chief Executive Officer of the Companies on January 2, 2017.

Ms. Marinello has been elected to the Boards of Directors of the Companies to replace Mr. Tague in early January. Hertz also announced that its three longest serving directors, Non-Executive Chair Linda Fayne Levinson, Compensation Committee Chair Carl T. Berquist and Financing Committee Chair Michael J. Durham have chosen to leave the Boards of Directors of the Companies on January 2, 2017. Following their departure, the Boards will have seven directors, six of whom are independent under the New York Stock Exchange listing rules.

Ms. Marinello is a veteran public company CEO who brings a strong mix of industry experiences that cover many facets of the automotive industry, from OEM to automotive insurance and automotive fleet financing. She has significant experience as a first-rate operating executive with strategic expertise and has significant experience interacting with customers similar to Hertz—direct consumers, corporations and insurance companies.

Ms. Marinello said, "I am honored to have been selected to lead Hertz to its full potential at a time of unprecedented opportunity for the Companies. I look forward to partnering with Hertz employees as we work to earn sustained industry leadership for the benefit of our shareholders, customers and team members."

"Kathy is a tireless leader whose record shows a relentless focus on execution and high performance, having led a number of complex businesses and turnaround situations. Her financial acumen and hands-on operating style will serve her well as she focuses on the strategic priorities facing Hertz today. Kathy is a world class leader who understands how to create shareholder value," said Henry R. Keizer, the newly elected Non-Executive Chair, on behalf of the Boards.

Carl C. Icahn, Chairman of Icahn Enterprises L.P., the Company's largest shareholder, commented, "I am excited about Hertz and its prospects with Kathy at the helm. Kathy has a history as a proven CEO and I believe she is the right person to lead Hertz as we move forward. Her consistent track record of successes in consumer and financial services, as well as technology businesses, is impressive. She was extremely well-regarded at GE and successfully turned around Ceridian and Stream."

The Boards thanked Mr. Tague for his leadership role at Hertz over the last two years during a challenging time in the industry and wishes him well as he retires from Hertz. The Boards also thanked Ms. Levinson, Mr. Berquist and Mr. Durham for their tireless service as Hertz directors.

---

## **ABOUT KATHRYN V. MARINELLO**

Ms. Kathryn V. Marinello, also known as Kathy, has served as a Senior Advisor of Ares Management LLC since March 2014. Ms. Marinello served as the Chairman, President and Chief Executive Officer of Stream Global Services, Inc. from 2010 to March 2014. She has a broad career background including experience in banking, business service and technology. Ms. Marinello served as the Chief Executive Officer and President of Ceridian Corporation from 2006 to 2010. She served in a wide variety of senior roles over 10 years at General Electric, leading global, multi-billion dollar financial and services businesses. She served as the Chief Executive Officer and President of GE Fleet Services at GE Commercial Finance from October 2002 to October 2006 and GE Insurance Solutions from 1999 to 2002. She served as President and Chief Executive Officer of GE Financial Assurance Partnership Marketing Group, a diverse organization that includes GE's affinity marketing business, Auto & Home Insurance business, and Auto Warranty Service business from December 2000 to October 2002. Prior to this role, Ms. Marinello served as President of GE Capital Consumer Financial Services and also served as an Executive Vice President of GE Card Services, where she began her GE career in 1997. Prior to GE Capital, she served as President of the Electronic Payments Group at First Data Corporation, where she provided electronic banking and commerce, debit and commercial processing to the financial services industry. She has also served in senior leadership positions at US Bank, Chemical Bank, Citibank and Barclays. She is an Independent Director of AB Volvo, General Motors Corporation and RealPage, Inc. and a Member of the Supervisory Board at The Nielsen Company B.V.

## **ABOUT HERTZ GLOBAL**

Hertz Global operates the Hertz, Dollar and Thrifty vehicle rental brands through its operating company The Hertz Corporation and its subsidiaries, in approximately 10,000 corporate and franchisee locations throughout North America, Europe, Latin America, Africa, the Middle East, Asia, Australia and New Zealand. Hertz Global is one of the largest worldwide airport general use vehicle rental companies, and the Hertz brand is one of the most recognized in the world. Product and service initiatives such as Hertz Gold Plus Rewards, Carfirmations, Mobile Wi-Fi and unique vehicles offered through the Adrenaline, Dream, Green and Prestige Collections set Hertz Global apart from the competition. Additionally, Hertz Global owns the vehicle leasing and fleet management leader Donlen Corporation, operates the Hertz 24/7 hourly vehicle rental business in international markets and sells vehicles through its Rent2Buy program. For more information about Hertz Global, visit: [www.hertz.com](http://www.hertz.com).

---

## **CAUTIONARY NOTE CONCERNING FORWARD LOOKING STATEMENTS**

Certain statements contained in this release, and in related comments by the Company's management, include "forward-looking statements." Forward-looking statements include information concerning the Company's liquidity and its possible or assumed future results of operations, including descriptions of its business strategies. These statements often include words such as "believe," "expect," "project," "potential," "anticipate," "intend," "plan," "estimate," "seek," "will," "may," "would," "should," "could," "forecasts" or similar expressions. These statements are based on certain assumptions that the Company has made in light of its experience in the industry as well as its perceptions of historical trends, current conditions, expected future developments and other factors it believes are appropriate in these circumstances. The Company believes these judgments are reasonable, but you should understand that these statements are not guarantees of performance or results, and the Company's actual results could differ materially from those expressed in the forward-looking statements due to a variety of important factors, both positive and negative, that may be revised or supplemented in subsequent reports on Forms 10-K, 10-Q and 8-K filed or furnished to the Securities and Exchange Commission ("SEC"). Among other items, such factors could include: any claims, investigations or proceedings arising as a result of the restatement of our previously issued financial results; our ability to remediate the material weaknesses in our internal controls over financial reporting; levels of travel demand, particularly with respect to airline passenger traffic in the United States and in global markets; the effect of our separation of our vehicle and equipment rental businesses, any failure by Herc Holdings Inc. to comply with the agreements entered into in connection with the separation and our ability to obtain the expected benefits of the separation; significant changes in the competitive environment, including as a result of industry consolidation, and the effect of competition in our markets on rental volume and pricing, including on our pricing policies or use of incentives; increased vehicle costs due to declines in the value of our non-program vehicles; occurrences that disrupt rental activity during our peak periods; our ability to purchase adequate supplies of competitively priced vehicles and risks relating to increases in the cost of the vehicles we purchase; our ability to accurately estimate future levels of rental activity and adjust the number and mix of vehicles used in our rental operations accordingly; our ability to maintain sufficient liquidity and the availability to us of additional or continued sources of financing for our revenue earning vehicles and to refinance our existing indebtedness; our ability to adequately respond to changes in technology and customer demands; our ability to maintain access to third-party distribution channels, including current or favorable prices, commission structures and transaction volumes; an increase in our vehicle costs or disruption to our rental activity, particularly during our peak periods, due to safety recalls by the manufacturers of our vehicles; a major disruption in our communication or centralized information networks; financial instability of the manufacturers of our vehicles; any impact on us from the actions of our franchisees, dealers and independent contractors; our ability to maintain profitability during adverse economic cycles and unfavorable external events (including war, terrorist acts, natural disasters and epidemic disease); shortages of fuel and increases or volatility in fuel costs; our ability to successfully integrate acquisitions and complete dispositions; our ability to maintain favorable brand recognition; costs and risks associated with litigation and investigations; risks related to our indebtedness, including our substantial amount of debt, our ability to incur substantially more debt, the fact that substantially all of our consolidated assets secure certain of our outstanding indebtedness and increases in interest rates or in our borrowing margins; our ability to meet the financial and other covenants contained in our Senior Facilities, our outstanding unsecured Senior Notes and certain asset-backed and asset-based arrangements; changes in accounting principles, or their application or interpretation, and our ability to make accurate estimates and the assumptions underlying the estimates, which could have an effect on earnings; risks associated with operating in many different countries, including the risk of a violation or alleged violation of applicable anticorruption or antibribery laws; the Company's ability to successfully outsource a significant portion of its information technology services or other activities; changes in the existing, or the adoption of new laws, regulations, policies or other activities of governments, agencies and similar organizations where such actions may affect our operations, the cost thereof or applicable tax rates; changes to our senior management team and the dependence of our business operations on our senior management team; the effect of tangible and intangible asset impairment charges; our exposure to uninsured claims in excess of historical levels; fluctuations in interest rates and commodity prices; our exposure to fluctuations in foreign exchange rates and other risks described from time to time in periodic and current reports that we file with the SEC.

---

Additional information concerning these and other factors can be found in our filings with the SEC, including Old Hertz Holdings' Annual Report on Form 10-K, and our recent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

You should not place undue reliance on forward-looking statements. All forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the foregoing cautionary statements. All such statements speak only as of the date made, and the Company undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

CONTACTS:

Investor Relations:

Leslie Hunziker  
(239) 301-6800  
investorrelations@hertz.com

Media:

Hertz Media Relations  
(844) 845-2180 (toll free)  
mediarelations@hertz.com