

**The principal's Power of Attorney to a proxy  
(with or without the principle's instructions)**

For the purposes of a

**vote without meeting**

regarding the

Notes

ISIN: XS2681037326 – WKN: A3515A

ISIN: XS2681037599 – WKN: A3515B

ISIN: XS2681038134 – WKN: A3515C

ISIN: XS2681038308 – WKN: A3515D

ISIN: XS2681038480 – WKN: A3515E

(each ISIN a "**Note**" and together the "**Notes**")

by

RevoCar 2023-2 UG (haftungsbeschränkt) with its registered office in Frankfurt am Main, registered with the commercial register of the Local Court (*Handelsregister des Amtsgerichts*) of Frankfurt am Main under the commercial register number HRB 131149 (hereinafter the "**Issuer**").

**POWER OF ATTORNEY**

By publication in the Federal Gazette (*Bundesanzeiger*) on 29 November 2023, the Issuer has invited the noteholder of the Notes (hereinafter the "**Noteholders**" and each a "**Noteholder**") to

a vote without meeting (*Abstimmung ohne Versammlung*)

(pursuant to section 18 of the German Bond Act

(*Schuldverschreibungsgesetz – "**SchVG**"*))

to be held from 00:00 a.m. (Frankfurt time) on Friday, 15 December 2023 until 24:00 (Frankfurt time, EOD) on Monday, 18 December 2023.

**The following Noteholder:**

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Surname, First Name or Company (please use block letters)

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Registered address ( please use block letters)

**authorises**

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Surname, First Name or Company (please use block letters)

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Registered address (Please use block letters)

**to represent the Noteholder in the aforementioned vote without meeting and to exercise its voting rights at the vote without meeting. This includes any vote on amendments and/or counter motions in the aforementioned vote without meeting.**

This Power of Attorney will be issued as marked below,

- with release from the restrictions of section 181 var. 2 BGB (multiple representation)
- without release from the restrictions of section 181 var. 2 BGB (multiple representation)
- with the right to delegate the power of attorney
- without the right to delegate the power of attorney.

Unless the above specifies the contrary, this Power of Attorney will be issued with release from the restrictions of section 181 var. 2 BGB and with the right to delegate the power of attorney.

For the aforementioned Noteholder:

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Place, Date

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Signature

Annex: Instructions to the proxy/proxies (if applicable)

### INSTRUCTIONS

**From the Noteholder:**

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Surname, First Name or Company

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Registered Address

**To the proxy/proxies:**

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Surname, First Name or Company

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Registered Address

Instructions issued to the agenda item of the vote without meeting	<i>(Please mark with a cross where applicable)</i>		
	Yes	No	Abstention
<p>1. <i>Resolution on the amendment of the Class B Principal Deficiency Event</i></p> <p>It is proposed to resolve:</p> <p>The definition of Class B Principal Deficiency Event will be amended as follows:</p> <p><b>"Class B Principal Deficiency Event"</b> means the event occurring if as of the relevant Payment Date, the sum of (x) the Aggregate Note Principal Amount of the Rated Notes as of such Payment Date and (y) the Aggregate Note Principal Amount of the Class E Notes as of the Closing Date would, if no Principal Deficiency Event would occur on such date, exceed the Aggregate Principal Balance on the Determination Date immediately preceding such Payment Date by at least EUR 34,250,000.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Instructions issued to the agenda item of the vote without meeting	(Please mark with a cross where applicable)		
	Yes	No	Abstention
<p>2. <i>Resolution on the amendment of the Class C Principal Deficiency Event</i></p> <p>It is proposed to resolve::</p> <p>The definition of Class C Principal Deficiency Event will be amended as follows:</p> <p><b>"Class C Principal Deficiency Event"</b> means the event occurring if as of the relevant Payment Date, the sum of (x) the Aggregate Note Principal Amount of the Rated Notes as of such Payment Date and (y) the Aggregate Note Principal Amount of the Class E Notes as of the Closing Date would, if no Principal Deficiency Event would occur on such date, exceed the Aggregate Principal Balance on the Determination Date immediately preceding such Payment Date by at least EUR 19,250,000.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Instructions issued to the agenda item of the vote without meeting	(Please mark with a cross where applicable)		
	Yes	No	Abstention
<p>3. <i>Resolution on the amendment of the Class D Principal Deficiency Event</i></p> <p>It is proposed to resolve:</p> <p>The definition of the Class D Principal Deficiency Event will be amended as follows:</p> <p><b>"Class D Principal Deficiency Event"</b> means the event occurring if as of the relevant Payment Date, the sum of (x) the Aggregate Note Principal Amount of the Rated Notes as of such Payment Date and (y) the Aggregate Note Principal Amount of the Class E Notes as of the Closing Date would, if no Principal Deficiency Event would occur on such date, exceed the Aggregate Principal Balance on the Determination Date immediately preceding such Payment Date by at least EUR 8,750,000.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Instructions issued to the agenda item of the vote without meeting	(Please mark with a cross where applicable)		
	Yes	No	Abstention
<p>4. <i>Resolution on the amendment of the Class E Principal Deficiency Event</i></p> <p>It is proposed to amend as follows:</p> <p>The definition of the Class E Principal Deficiency Event will be amended as follows:</p> <p><b>"Class E Principal Deficiency Event"</b> means the event occurring if as of the relevant Payment Date, the sum of (x) the Aggregate Note Principal Amount of the Rated Notes as of such Payment Date and (y) the Aggregate Note Principal Amount of the Class E Notes as of the Closing Date would, if no Principal Deficiency Event would occur on such date, exceed the Aggregate Principal Balance on the Determination Date immediately preceding such Payment Date by at least EUR 2,500,000.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Instructions issued to the agenda item of the vote without meeting	(Please mark with a cross where applicable)		
	Yes	No	Abstention
<p>5. <i>Resolution on the amendment of the Pro Rata Amount</i></p> <p>It is proposed to resolve:</p> <p>The definition of Pro Rata Amount will be amended as follows:</p> <p><b>"Pro Rata Amount"</b> means in respect of each Class of the Rated Notes on any Payment Date, as determined on the immediately preceding Determination Date, an amount equal to the minimum of:</p> <p>(A) the difference between (i) the Available Distribution Amount and (ii) any payments to be made pursuant to items first to tenth of the Pre-Enforcement Priority of Payments on such Payment Date, and</p> <p>(B) the difference between (i) the sum of (x) the Aggregate Note Principal Amount of the Rated Notes on the Determination Date</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>immediately preceding such Payment Date and (y) the Aggregate Note Principal Amount of the Class E Notes as of the Closing Date; and (ii) the Aggregate Principal Balance on the Determination Date immediately preceding such Payment Date,</p> <p>multiplied by the ratio required for each Class of the Rated Notes to reach or maintain the distribution between the Rated Notes as of the Closing Date:</p> <p>Class A = 441/494          Class B = 33/494          Class C = 9/494          Class D = 11/494</p>			
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<b>Instructions issued to the agenda item of the vote without meeting</b>	<i>(Please mark with a cross where applicable)</i>		
	<b>Yes</b>	<b>No</b>	<b>Abstention</b>
<p>6. Resolution on the amendment of the redemption mechanism</p> <p>It is proposed to resolve:</p> <p>The breach of the Sequential Payment Trigger Event will be cured by amending the calculation of the Principal Deficiency Event and thus the Transaction will amortise on a pro rata basis as of the first Payment Date following the noteholder resolution.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In case of amendments or counter motions, the right to issue any instructions to such amendments or counter motions remains reserved. As long as the instructions above are not revoked and instructions to the contrary are issued, the instructions given above shall remain valid.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
(Signature)

## LEGAL INFORMATION ON ISSUING A POWER OF ATTORNEY

1. Each Noteholder may be represented by a proxy of his choice in the vote without meeting (Section 14 SchVG in connection with section 18 paragraph 1 SchVG).

2. Voting rights may be exercised by the authorised proxy. The power of attorney and any instructions of the Noteholder to the proxy must be in text form (section 126b BGB; sections 14 paragraph 2 sentence 1, 18 paragraph 1 SchVG).

3. The use of this form to issue a power of attorney and instructions is not mandatory in order to issue a power of attorney and/or instructions.

4. The power of attorney must be submitted by the end of the voting, being the period from

Friday, 15 December 2023, at 0:00 a.m (Frankfurt time) until  
Monday, 18 December 2023, at 24:00 (Frankfurt time, EOD) (the "**Voting Period**"),

to the Scrutineer notary Dr. Johann Hecht, Frankfurt am Main, Germany (der "**Scrutineer**"). Reference is made to the contact details of the Scrutineer in clause 7 of this form.

5. Even if votes are cast by proxy, a special proof regarding the proxy's ownership of the Notes (the "**Special Proof**") with a blocking notice (the "**Blocking Notice**") must be submitted to the Scrutineer by the end of the Voting Period at the latest as follows:

Noteholders must provide evidence of their entitlement to participate in the vote without meeting by the end of the Voting Period at the latest. A special proof in text form (section 126b BGB) regarding the ownership of the Notes issued by the custodian bank of the Noteholder including a blocking notice must be submitted as proof.

- The Special Proof issued by the custodian bank of the respective Noteholder must state the identity of the Noteholder, in particular the full name or full company name of the Noteholder and, if possible, the Noteholder's full address. It must also state the denomination of Notes credited to the Noteholder's securities account at the custodian bank on the date of such statement.
- The Special Proof must also contain a Blocking Notice stating that the respective Notes are not transferable during the period from the date of the Special Proof (inclusive) until the last day (inclusive) of the Voting Period..

The Noteholders should contact their custodian bank regarding the issuance of a Special Proof including the Blocking Notice. A non-binding sample form for the Special Proof is available on the Issuer's website.

**Noteholders, who have not submitted the Special Proof and the Blocking Notice by the end of the Voting Period at the latest are not entitled to vote. The proxy of the Noteholder may not vote on behalf of the Noteholder either.**

6. If Noteholders are represented by one or more of its legal representatives (e.g. managing directors or board members, in each case including so-called non-genuine joint representations, or personally liable partners with power of attorney), it is kindly requested that proof be sent of the identity of the person acting, their position and their statutory power of representation. The same applies to the identity and official authority of an official administrator (e.g. an insolvency



administrator) who acts in his own name with legal effect for a Noteholder. This proof is required in addition to the Special Proof with a Blocking Notice mentioned in clause 5 above; a power power of attorney won't be necessary in this case.

7. The Noteholders are requested to send a signed power of attorney for its proxy (at the Noteholder's discretion with or without instructions on the exercise of its voting rights) together with the Special Proof issued by the custodian bank and the Blocking Notice in text form(section 126b BGB) by e-mail to:

Notary Dr. Johann Hecht  
- Scrutineer -  
Reference: "**RevoCar**"  
c/o GERNS & PARTNER  
rechtsanwälte notare  
An der Welle 3  
60322 Frankfurt am Main  
E-Mail: RevoCar@gerns.eu

The aforementioned documents must be received by the Scrutineer by the end of the Voting Period at the latest.

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