

## Voting

in the

### Vote Without Meeting (*Abstimmung ohne Versammlung*)

concerning the

Notes

ISIN: XS2681037326 – WKN: A3515A

ISIN: XS2681037599 – WKN: A3515B

ISIN: XS2681038134 – WKN: A3515C

ISIN: XS2681038308 – WKN: A3515D

ISIN: XS2681038480 – WKN: A3515E

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

of

RevoCar 2023-2 UG (limited liability) 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**").

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

(pursuant to section 18 of the German Bonds Act (*Schuldverschreibungsgesetz* – the "**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 (hereinafter the "**Voting Period**").

The invitation to vote published in the Federal Gazette contains in its section B. the proposed resolutions under number 1, number 2, number 3, number 4, number 5 and number 6. In respect of these proposed resolutions under number 1, number 2, number 3, number 4, number 5 and number 6 **the vote**

**of the following Noteholder/s:**

---

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

---

Registered address (please use block letters)

**is, represented by ticking the proposed resolutions of the Issuer as stated below:**

Voting on the agenda items of the vote without meeting	(Please mark with a cross where applicable)		
	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"/>

Voting on the agenda items 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"/>

Voting on the agenda items 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 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"/>

Voting on the agenda items 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 resolve:</p> <p>The definition of 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"/>

--	--	--	--

Voting on the agenda items of the vote without meeting	<i>(Please mark with a cross where applicable)</i>		
	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 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>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Voting on the agenda items of the vote without meeting	<i>(Please mark with a cross where applicable)</i>		
	Yes	No	Abstention
6. Resolution on the amendment of the redemption mechanism			

<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"/>
--	--------------------------	--------------------------	--------------------------

Acting for the above mentioned Noteholder/s:

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

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

**Important Notice:**

1. Votes must be submitted by e-mail to:

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

**2. Votes received by the Scrutineer prior to or after the Voting Period will be disregarded and will be of no effect.**

3. Votes are not bound to any form as long as they are cast at least in text form. The creditors are free to decide whether to use this form. The effectiveness of a vote does not depend on the use of this form.

4. The Issuer and the Scrutineer reserve the right to supplement this form until the beginning of the voting period in order to take into account any timely and properly submitted requests for amendments and/or countermotions.

**5. Each registration must include a special proof (*besonderer Nachweis*) regarding the ownership of the Notes, which has been issued by the custodian bank (*Depotbank*) in text form (section 126b BGB), with a blocking notice (*Sperrvermerk*).** Noteholders should contact their custodian bank regarding the issue of the special proof including the blocking notice. A non-binding sample form for the special proof together with the blocking notice is available on the Issuer's website (<https://cm.intertrustgroup.com/>).

6. If an authorised representative votes on behalf of the Noteholder, the power of attorney (*Vollmacht*) must be issued at least in text form (section 126b BGB) and must be received by the Scrutineer by the end of the voting period at the latest. A form for the power of attorney is available on the Issuer's website (<https://cm.intertrustgroup.com/>). Suitable proof of the identity of the persons acting and their power of representation/position (*Organstellung*) /official authority (*Amtsstellung*) must be submitted to the Scrutineer.

7. Further details are set out in the invitation to vote published in the Federal Gazette on 29 November 2023, whose full text is available on the Issuer's website (<https://cm.intertrustgroup.com/>).