

This **MAXIMUM MATURITY AGREEMENT** dated 11 January 2021 is made between:

EUROPCAR MOBILITY GROUP S.A., a *société anonyme* (public limited company), with a management board and a supervisory board, incorporated under the laws of France, having its registered office at 13 ter boulevard Berthier, 75017 Paris and registered under number 489 099 903 RCS Paris (the “**Company**” or “**EMG**”);

THE MEMBERS OF THE COORDINATING COMMITTEE, listed in Schedule 1 (each, a “**CoCom Member**”); and

THE CREDIT SUISSE FACILITY LENDERS, listed in Schedule 2 (each, a “**CS Facility Lender**”).

BACKGROUND

- (A) On 25 November 2020, the Company and each CoCom Member, among others, entered into a lock-up agreement, which was subsequently amended on 6 December 2020, in connection with a proposed corporate and financing restructuring of the Company (the “**Lock-up Agreement**”);
- (B) On 27 December 2019, the Company entered into a €50,000,000 term loan facility agreement as borrower with Credit Suisse International as original lender, agent and calculation agent (the “**CS Facility Agreement**”);
- (C) Each CS Facility Lender is a lender of record under the CS Facility and together comprise all of the lenders of records under the CS Facility Agreement;
- (D) Pursuant to Clause 5.1(d) of the Lock-up Agreement, each CS Facility Lender as Participating CS Lender (as such term is defined therein) unconditionally and irrevocably agreed that any requirement of the Company to pay any principal, interest, default interest or interest on interest under the CS Facility Agreement on any date on or before the End Date shall be postponed and deferred until the End Date;
- (E) The “End Date” is defined in the Lock-up Agreement as the earlier of the Termination Date, the Long-Stop Date and the Restructuring Effective Date (each as defined in the Lock-up Agreement);
- (F) The Long-Stop Date is defined in the Lock-up Agreement as 31 March 2021 or such later date as may be agreed in writing by the Company with the Coordinating Committee Approval (as defined in the Lock-up Agreement);
- (G) The Company and each CoCom Member have agreed to enter into this Maximum Maturity Agreement in order to record their agreement (for the benefit of each CS Facility Lender and each Relevant Third Party, as defined in this Maximum Maturity Agreement) to certain restrictions upon any future extension of the Long-Stop Date under the Lock-up Agreement and in particular to limit their ability to extend it beyond the Maximum Maturity Date (as defined in this Maximum Maturity Agreement). Such restriction aims at ensuring that the final date for repayment of principal and payment of any accrued and unpaid interest shall in no event (notwithstanding the determination of the potential binding effect of the Lock-up Agreement on future lenders of records under the CS Facility Agreement which are not parties thereto) be extended beyond the Maximum Maturity Date (as defined in this Maximum Maturity Agreement) without the consent of the lenders of record from time to time under the CS Facility Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Maximum Maturity Agreement:

- (a) “**Maximum Maturity Date**” means the date falling ten years after the date of this Maximum Maturity Agreement;
- (b) “**Relevant Third Party**” means Credit Suisse International (as “Agent” under the CS Facility Agreement) and any person or entity who is or becomes the agent or a lender of record under the CS Facility Agreement;
- (c) capitalised terms used but not defined in this Maximum Maturity Agreement shall have the meaning given to them in the Lock-up Agreement.

1.2 Third party rights

- (a) Subject to paragraph (b), a person who is not a Party may not enforce any term of this Maximum Maturity Agreement.
- (b) Notwithstanding the above and in accordance with French law, any Relevant Third Party may enforce any term of this Maximum Maturity Agreement that is expressed to be made for its benefit.
- (c) Subject to Clause 3 (*Amendments and waivers*), no consent of any third party is required for any amendment or termination of this Maximum Maturity Agreement.

2. MAXIMUM MATURITY AGREEMENT

The Company and each CoCom Member irrevocably and unconditionally agrees for the benefit of each CS Facility Lender (and each Relevant Third Party) that they shall not at any time extend nor agree to extend the Long-Stop Date under the Lock-up Agreement to a date falling later than the Maximum Maturity Date without the prior consent of each lender of record under the CS Facility Agreement at that time.

3. AMENDMENTS AND WAIVERS

No amendment or waiver of this Maximum Maturity Agreement shall be made without the prior consent of the Company, each CoCom Member, each CS Facility Lender and each Relevant Third Party.

4. NOTIFICATIONS

4.1 Copy to the Agent

The Parties agree that a duly executed copy of this Maximum Maturity Agreement shall be promptly provided to Credit Suisse International (as Agent under the CS Facility Agreement).

4.2 Publication

It is acknowledged and agreed by the parties that the Company shall and each CoCom Member may publish this Maximum Maturity Agreement, in a way that it is both satisfying to the Company and the Coordinating Committee, acting reasonably.

4.3 **Notice of extension of Long-Stop Date**

The Company and each CoCom Member agree that they shall promptly publish and notify Credit Suisse International (as Agent under the CS Facility Agreement) of any agreement to extend the Long-Stop Date under the Lock-up Agreement and request that Credit Suisse International (as Agent under the CS Facility Agreement) notify all lenders of record under the CS Facility Agreement of such agreement.

5. **SIGNATURE**

The Parties have agreed to sign this Maximum Maturity Agreement by electronic signature within the meaning of the provisions of Articles 1366 et seq. of the Civil Code and consequently declare that the electronic version of this Maximum Maturity Agreement constitutes the original of the document and is perfectly valid between them.

The Parties declare that this Maximum Maturity Agreement in its electronic form constitutes literal proof within the meaning of Article 1367 of the Civil Code and has the same probative value as a written document on paper in accordance with Article 1366 of the Civil Code and may be validly invoked against them.

The Parties therefore undertake not to contest the admissibility, enforceability or probative value of this Maximum Maturity Agreement solely as the result of the Maximum Maturity Agreement being signed in electronic form.

6. **GOVERNING LAW AND JURISDICTION**

6.1 **Governing law**

This Maximum Maturity Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with French law.

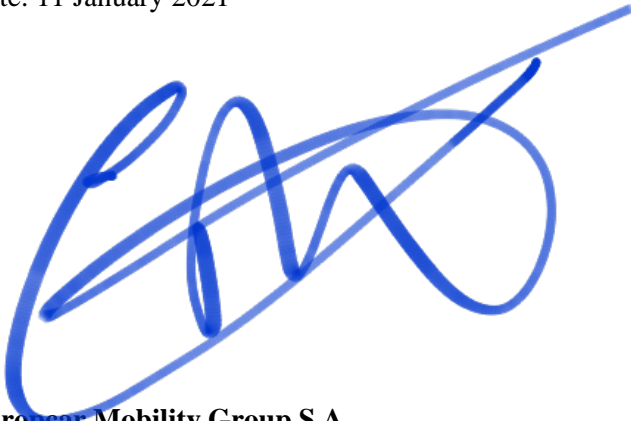
6.2 **Jurisdiction**

- (a) The *Tribunal de commerce* of Paris has exclusive jurisdiction to settle any dispute arising out of or in connection with this Maximum Maturity Agreement (including a dispute relating to the existence, validity or termination of this Maximum Maturity Agreement or any non-contractual obligation arising out of or in connection with this Maximum Maturity Agreement).
- (b) Each Party agrees that without preventing any other mode of service, any document in an action (including, but not limited to, a claim form or any other document to be served under the French *Code de procedure civile*) may be served on any party by being delivered to or left for that party at its address (or, in the case of a CS Facility Lender, the address of the CoCom Member with which it is affiliated) for service of notices under Clause 18 (*Notices*) of the Lock-up Agreement.

THIS MAXIMUM MATURITY AGREEMENT has been entered into on the date stated at the beginning of this Maximum Maturity Agreement.

Acknowledged and agreed

Date: 11 January 2021

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Europcar Mobility Group S.A.

Name: Caroline Parot

Duly authorized for and on behalf of
Europcar Mobility Group S.A.

Acknowledged and agreed

Date: 11 January 2021



Anchorage Capital Group L.L.C

Name: Natalie Birrell
Duly authorized for and on behalf of Anchorage
Capital Group,
L.L.C. in its capacity as Investment Manager for
and on behalf of certain entities managed or
advised by it



ACMO S.à r.l.

Represented by Anchorage Capital Group,
L.L.C in its capacity as Investment Manager
of ACMO S.à r.l.
Name: Natalie Birrell
Duly authorized for and on behalf of
Anchorage Capital Group,
L.L.C.



AIO VI S.à r.l.

Represented by Anchorage Capital Group,
L.L.C in its capacity as Investment Manager
of AIO VI S.à r.l.
Name: Natalie Birrell
Duly authorized for and on behalf of
Anchorage Capital Group,
L.L.C.



AIO VII S.à r.l.

Represented by Anchorage Capital Group,
L.L.C in its capacity as Investment Manager
of AIO VII S.à r.l.
Name: Natalie Birrell
Duly authorized for and on behalf of
Anchorage Capital Group,
L.L.C.

Acknowledged and agreed

Date: 11 January 2021



Attestor Limited

Name: D. Alhadeff
Duly authorized for and on behalf of
Attestor Limited as Investment Manager,
for and on behalf of itself and certain
funds and accounts managed by it or its
affiliates



Attestor Limited

Name: F.S. Andreae
Duly authorized for and on behalf of
Attestor Limited as Investment Manager,
for and on behalf itself and certain funds
and accounts managed by it or its affiliates



**Trinity Investments Designated Activity
Company**

Name: D. Alhadeff
Authorized Attorney



**Trinity Investments Designated Activity
Company**

Name: F.S. Andreae
Authorized Attorney

Acknowledged and agreed

Date: 11 January 2021



Diameter Capital Partners LP

Name: Shailini Rao
Duly authorized for and on behalf of Diameter
Capital Partners LP acting as Investment
Manager on behalf of one or more investment
funds



Diameter Master Fund LP

Name: Shailini Rao
Duly authorized for and on behalf of Diameter
Capital Partners LP acting as Investment
Manager of Diameter Master Fund LP

Acknowledged and agreed

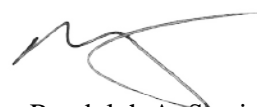
Date: 11 January 2021

King Street Capital Management, L.P.



Name: Randolph A. Stuzin
Duly authorized for and on behalf of King Street Capital Management, L.P. for itself and on behalf of certain funds managed by King Street Capital Management, L.P.
By: King Street Capital Management GP, L.L.C. Its General Partner

KSAC Europe Investments S.à r.l.



Name: Randolph A. Stuzin
Duly authorized for and on behalf of King Street Capital Management, L.P. on behalf of KSAC Europe Investments S.à r.l. managed by King Street Capital Management, L.P.
By: King Street Capital Management GP, L.L.C. Its General Partner

Acknowledged and agreed

Date: 11 January 2021



Marathon Asset Management, LP.

Name: Jeff Jacob
Duly authorized for and on behalf of Marathon Asset Management, LP.
acting on behalf of one or more investment funds managed and/or advised by Marathon Asset Management, LP.



Marathon Distressed Credit Master Fund

Name: Jeff Jacob
Duly authorized for and on behalf of Marathon Asset Management, LP.
acting on behalf of Marathon Distressed Credit Master Fund



Marathon Centre Street Partnership, LP

Name: Jeff Jacob
Duly authorized for and on behalf of Marathon Asset Management, LP.
acting on behalf of Marathon Centre Street Partnership, LP.



Marathon Blue Grass Credit Fund, LP

Name: Jeff Jacob
Duly authorized for and on behalf of Marathon Asset Management, LP.
acting on behalf of Marathon Blue Grass Credit Fund, LP



TRS Credit Fund, LP

Name: Jeff Jacob
Duly authorized for and on behalf of Marathon Asset Management, LP.
acting on behalf of TRS Credit Fund, LP



Marathon Special Opportunity Master Fund Ltd.

Name: Jeff Jacob
Duly authorized for and on behalf of Marathon Asset Management, LP.
acting on behalf of Marathon Special Opportunity Master Fund Ltd.

SCHEDULE 1
THE MEMBERS OF THE COORDINATING COMMITTEE

ANCHORAGE CAPITAL GROUP, L.L.C., a limited private company incorporated in the state of Delaware with registered number 29746446 having its registered office at 610 Broadway, New York, NY 10012, United States of America, as collateral manager or investment manager (as the case may be) acting for and on behalf of certain funds and affiliates managed or advised by it;

ATTESTOR LIMITED, a private limited company incorporated in England and Wales with registered number 12080120 and having its registered office at 7 Seymour Street, London, W1H 7JW, United Kingdom, for and on behalf of itself and certain funds and accounts managed by it or its affiliates;

DIAMETER CAPITAL PARTNERS LP, a limited partnership incorporated in the state of Delaware with registered number 5182092, having its registered office at 24 W 40th Street, 5th Floor, New York, NY 10018, United States of America, acting as investment manager on behalf of one or more investment funds;

KING STREET CAPITAL MANAGEMENT, L.P., a limited partnership incorporated in the state of Delaware with registered number 3758391, having its registered office at 299 Park Avenue, 40th Floor, New York, NY 10171, United States of America, for itself and on behalf of certain funds managed by King Street Capital Management, L.P.;

MARATHON ASSET MANAGEMENT, L.P., a limited partnership incorporated in the state of Delaware with registered number 3704928, having its registered office at One Bryant Park, 38th Floor, New York, NY 10036, United States of America, acting on behalf of one or more investment funds managed and/or advised by Marathon Asset Management, L.P.;

SCHEDULE 2
THE CREDIT SUISSE FACILITY LENDERS

ACMO S.À R.L.

AIO VI S.À R.L.

AIO VII S.À R.L.

TRINITY INVESTMENTS DESIGNATED ACTIVITY COMPANY

DIAMETER MASTER FUND LP

KSAC EUROPE INVESTMENTS S.À R.L.

MARATHON CENTRE STREET PARTNERSHIP, LP

TRS CREDIT FUND, LP

MARATHON DISTRESSED CREDIT MASTER FUND

MARATHON BLUE GRASS CREDIT FUND, LP

MARATHON SPECIAL OPPORTUNITY MASTER FUND LTD.