

FUND REGULATIONS

of

FCT Younited Spain

dated 25 April 2017

EUROTITRISATION  
as the Management Company

YOUNITED  
as the Custodian

13/12

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**BETWEEN THE UNDERSIGNED:**

- (1) **EuroTitrisation**, a *société anonyme* (limited company), whose registered office is located at 41 rue Délizy, Immeuble Les Diamants, 93500 Pantin, France, registered with the Bobigny Trade and Companies Registry under number 352 458 368, a *société de gestion de portefeuille* licenced by the AMF under number GB-14000029 to manage *fonds d'investissement alternatif*, in its capacity as the Fund's management company, whose representative is duly authorised for the purposes hereof (the '**Management Company**'); and
- (2) **Younited**, a *société anonyme* with a management board and a supervisory board, whose registered office is located at 24, rue Drouot 75009 Paris, France, registered with the Nanterre Trade and Companies Registry under number 517 586 376, whose representative is duly authorised for the purposes hereof (the '**Custodian**').

**WHEREAS:**

The Management Company and the Custodian have established the securitisation fund 'FCT Younited Spain' (the '**Fund**'), a *fonds commun de titrisation à compartiment* which is governed by the provisions of Articles L. 214-167-I to L. 214-190 and Articles R. 214-217 to R. 214-240 of the French *Code Monétaire et Financier* and, for such purpose, have decided to adopt these fund regulations (the '**Fund Regulations**').

**NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:**

**1 DEFINITIONS**

The capitalised terms and expressions used in these Fund Regulations have the meanings given thereto in Schedule 1.

**2 RISK FACTORS**

- 2.1 Potential investors are invited to consider the following risk factors before making a decision to invest in the Units that the Fund issues.
- 2.2 The Arranger, the Management Company and the Custodian consider that, as of the date hereof, the following risks are the main risks inherent in the legal nature of the Fund, its activity and its ability to fulfil its obligations, in particular those under the Units. Nevertheless, potential investors' attention is drawn to the fact that the list of risks below is not necessarily exhaustive, that other risks that, as of this date, are not known or are not considered material, may have a significant impact on the Fund, its activity, its financial position or the Units, and that the Arranger, the Management Company and/or the Custodian shall in no event be liable in connection with the risks listed below or any other risk not included in this list.

## **Risks associated with the Fund's liabilities**

### ***Complexity of the structure***

The structure of the Fund, the Units issued by the Fund and associated risks are complex and therefore Units are offered solely to legal entities which are professional investors.

### ***Recourse limited to the Fund's assets***

The cash flows generated by the Fund's assets are the sole source of payment for the amounts of principal and interest owed under the Units.

The Units constitute obligations of the Fund only.

The recourse of Unitholders for the payment of principal and interest is limited to the Fund's assets and are subject to the cash flow allocation rules set out in Clause 29 (*CASH FLOW ALLOCATION*). Said cash flows are allocated to the Unitholders in proportion to the number of Units they hold and on the basis of the Maturity and Issue Date of the Units subscribed.

Units issued are neither an equity stake in the capital of the Arranger, the Management Company, the Custodian or the Fund nor an obligation of such entities, and are not guaranteed by any of those entities or any other entity.

Unitholders may not, under any circumstances, exercise any recourse directly against the Fund's assets. Unitholders have no recourse against the Fund or the Borrowers, nor any right to take legal action against them for the purpose of collecting sums owed under the Units that the Fund holds as assets or the Receivables.

Therefore, the payment of sums owed to the Unitholders is solely dependent on the Fund's ability to fulfil its payment obligations, which is itself solely dependent on the amounts collected by the Fund on the Receivables that the Fund holds as assets and, thus, on the ability of the Borrowers to pay the sums owed to the Fund under such Receivables.

Furthermore, there is a risk that certain services necessary to the Fund's activity and that it has outsourced to external service providers may be invoiced at costs that are higher than anticipated and that such increase in costs could reduce the funds available to the Fund to pay the sums owed to the Unitholders.

There is therefore a risk that the Fund's assets will not enable the Fund to fulfil all of its payment obligations to the Unitholders. Accordingly, the Unitholders may suffer a loss of principal and/or interest.

### ***Liquidity in the secondary market***

No assurance can be given that a secondary market for the Units will develop and, in the event such secondary market does develop, that it will exist during the entire existence of the Units, or that it will be able to provide Unitholders with sufficient liquidity. The market value of the Units could fluctuate if there is no liquidity in the secondary market or if such liquidity is insufficient.

### ***Return on the Units and the risk of early amortisation***

In general, the occurrence of an Accelerated Amortisation Event or the occurrence of a Fund Dissolution Event may significantly reduce the average life of the Units and modify the forecast return on the Units.

### ***Tax withholding***

If a payment that the Fund owes the Unitholders is subject to a deduction of tax or tax withholding, the Fund has no obligation to increase the payment owed or to pay the

Unitholders one or more additional amounts so that, after the deduction of tax or tax withholding, the amount actually paid equals the amount that would have been paid had there be no obligation pursuant to the relevant deduction of tax or tax withholding.

Therefore, the Unitholders may suffer a loss of principal and/or interest in the event any tax withholding scheme is adopted.

### ***Projections and estimates***

The estimates, projections and forecasts concerning the Fund's assets, as well as the estimates, projections and forecasts about the Fund's liabilities that may be provided to the Unitholders are speculative by nature and it is foreseeable that all or some of the assumptions on which such estimates, projections and forecasts are based will not be in accordance with or will differ from actual data. Consequently, actual data may be different and the differences between the actual data and the estimates, projections and forecasts in question may be substantial.

### **Risks associated with the Fund's assets**

#### ***Risks associated with the nature of the Fund's assets***

The Fund owns the Receivables and all rights in connection with the Receivables, including all rights arising from the actions that may be exercised against the Borrowers on behalf of the Fund.

In principle, the Receivables are not secured by any security interest, or any personal guarantee or guarantee *in rem*.

#### ***Risk of Borrower default***

If a Borrower defaults in the payment of sums owed to the Fund under a Receivable, the Fund may be unable to pay any amount due, whether in interest, principal or otherwise under the Units and then ultimately, the Unitholders may be affected and could incur a corresponding loss due to the pooling of risks within the Fund.

Accordingly, there is a risk that the Fund's assets will not enable the Fund to fulfil all of its payment obligations to Unitholders. They may therefore lose all or some of the interest payments under the Units and/or of the principal amount of their investment.

The consumer credit market in Spain is specific and associated risks may not be similar to other consumer credit markets in Europe. Any deterioration in the economic condition in Spain could trigger losses of principal on the Units and/or could reduce the respective yields of each class of Units. Each investor contemplating the subscription of any Units should conduct an independent appraisal of the economic conditions in Spain and of the Spanish consumer credit market.

#### ***Risks associated with late payment by Borrowers***

If a Borrower is late in paying an instalment due to the Fund under a Receivable, the servicer of the Fund will use its best endeavours to collect such instalment or to have such instalment collected.

However, the Fund's servicer's obligations, with respect to management and collection of the Receivables are limited to a best endeavours obligation and no warranty is made to the Fund, and then ultimately the Unitholders in this respect. There is therefore a risk that the Fund's servicer will be able to collect only a portion or none of the sums that a Borrower owes under a Receivable.

Accordingly, there is a risk that the Fund's assets will not enable it to fulfil all of its payment obligations to Unitholders. They may therefore a loss of principal and/or interest.

***Possible delays in enforcing ancillary rights***

Unitholders are hereby informed that the Fund's servicer on the Fund's behalf bears the risk of delays in enforcing the rights attached to the Receivables. Such delays could cause temporary shortages of available funds to pay the interest and/or principal owed under the Units.

***Selection of Borrowers***

Unitholders are hereby informed that Borrowers are selected on the basis of an in-depth study of Borrowers' credit risk, in accordance with Younited Sucursal en España's selection (scoring) procedures.

Nevertheless, no representation or warranty is given by any person (including the Fund) to the Unitholders that the selection of Borrowers is adequate in light of their respective investment objectives. Neither Younited (including Younited Sucursal en España), the Management Company, the Custodian nor the Fund does warrant the solvency of the Borrowers to the Unitholders.

Therefore, there is a risk that the Borrowers' credit risk profile may be higher than the credit risk profile expected by a Unitholder.

***Risk that information about Borrowers may be erroneous***

Information about a particular Borrower may prove to be erroneous and, consequently, provide an erroneous credit profile of the relevant Borrower, which may result in the loss of the Fund with respect to the Receivables held by the Fund and in turn a loss of investment made by the Unitholders in the event such Borrower defaults under the relevant Loan.

In fact, although numerous automatic and manual controls and checks (of the information provided by Borrowers) are carried out by Younited Sucursal en España and third party service providers during the Borrower selection procedures, there is a risk that a Borrower's final score may be inaccurate if it was calculated on the basis of out-dated, incomplete or incorrect data, for example in the event the Borrower fraudulently completed his certificate of financial position during the selection procedures conducted by Younited Sucursal en España, or in the event that, such Borrower defaults in the payment of any of his pre-existing obligations, takes out other debts or faces financial difficulties of any type after the commencement of the selection procedures and provision of information by such Borrower to Younited Sucursal en España.

Neither Younited (including Younited Sucursal en España), the Management Company, the Custodian nor the Fund does verify the information that Borrowers provide to Younited Sucursal en España and, therefore, shall in no event be liable on such grounds. Furthermore, Unitholders do not have access to the financial information about Borrowers that is obtained in connection with the selection procedures of Borrowers by Younited Sucursal en España and will not be able to verify the information about Borrowers.

***Risk of errors by external service providers performing controls***

Numerous control and verification procedures ensure the proper operation of the Fund's activity. Certain control services are or may be outsourced by the Fund and Younited (including Younited Sucursal en España) to external service providers. Despite the fact that such external service providers have been or will be chosen with the greatest possible care, there is a risk that such service providers may commit errors in the performance of the duties assigned to them by the Fund and Younited (including Younited Sucursal en España), in particular their control duties. The consequences of such errors may have a negative impact on the Fund's activity, the collection of the Receivables or the selection of Borrowers.

No representation or warranty is given by any person (including the Fund) to the Unitholders that external service providers will properly perform their duties.



***Risk of an insufficient number of Borrowers***

The success of the intended activity of the Fund is based in part on the ability of Younited Sucursal en España to attract a sufficient number of Borrowers. If Younited Sucursal en España is unable to attract a sufficient number of Borrowers, there is a significant risk that risks will be concentrated on an insufficient number of Borrowers.

Accordingly, there is a risk that the Fund will not be able to fulfil all of its payment obligations to the Unitholders under the Units. The Unitholders may therefore suffer a loss of principal and/or interest.

***Risk of the Servicer's default***

In the event that Younited Sucursal en España ceases to act as servicer of the Fund or is replaced by a back-up servicer, its replacement and the communication of necessary information in connection with the servicing and collection of Receivables may be delayed. Such delays could prevent the Fund from timely paying the Unitholders under the Units.

***Conflicts of interests***

Conflicts of interests may arise *inter alia* due to the fact that (i) Younited will simultaneously act as Arranger, registrar for the Units and Custodian of the Fund and (ii) Younited Sucursal en España will act as originator and servicer of the Fund. It is possible that its interests pursuant to these various functions could diverge.

***Operational risk***

There is an operational risk with respect to Younited and Younited Sucursal en España due to the combination of their respective functions as respectively (i) Arranger, registrar for the Units and Custodian of the Fund and (ii) originator and servicer of the Fund.

### **3 PROTECTION MECHANISMS**

**3.1** Risks associated with the Receivables and the ability of the Fund to fulfil its obligations are mitigated:

- (a) by the representations and warranties of Younited Sucursal en España, as originator of the Receivables in the Transfer and Servicing Agreement;
- and
- (b) by the start of the Accelerated Amortisation Period upon the occurrence of an Accelerated Amortisation Event which is continuing unremedied.

**3.2** For each Unit, no assurance can be given that the guarantees and protection measures that may be set up for the benefit of the Fund will be sufficient, in all circumstances, to protect it against the risks described in these Fund Regulations.

### **4 NAME**

The name of the Fund is 'FCT Younited Spain'.

### **5 PURPOSE**

#### **5.1 Purpose**

**5.1.1** The purpose of the Fund is to purchase the Receivables and issue Units in accordance with the provisions of these Fund Regulations.

**5.1.2** The Fund is not intended to be exposed to insurance risks or other risks by concluding financial contracts or contracts that transfer insurance risks.

#### **5.2 Acceptance of the Fund Regulations**

**5.2.1** By subscribing for or purchasing a Unit issued by the Fund, the subscriber or purchaser shall automatically be deemed to have accepted these Fund Regulations, as well as any amendments that may be made thereto in accordance with the requirements of these Fund Regulations.

**5.2.2** Therefore, it shall be the responsibility of each subscriber, purchaser or holder of a Unit issued by the Fund to obtain prior information about the characteristics of the Fund and, in particular, about its assets, the Units and the rights attached thereto, as well as about its operating rules and the various parties that participate in the operations of the Fund.

### **6 TERM**

**6.1** The Fund is established on the Initial Issue Date. The Fund shall be wound up on the date that the last Receivables is redeemed in full, and all sums due thereunder are repaid in full, or written-off or sold, or on the date of the occurrence of a Fund Dissolution Event (the '**Dissolution Date**'), provided that on such date it is not intended that the Fund will purchase new Receivables and issue new Units.

**6.2** However, the Dissolution Date may be extended:

- (a) expressly, in accordance with the requirements of Clause 39 (*RENEWAL, TERMINATION AND AMENDMENT*); or

- (b) tacitly, subject to the requirements set forth below.
- 6.3** The purchase by the Fund of one or more Receivables whose final maturity dates fall due after the Dissolution Date shall automatically extend the Dissolution Date which shall be automatically replaced by the latest final maturity date of the Receivables then held by the Fund.
- 6.4** The Dissolution Date may also be postponed by an express extension in accordance with the requirements of Clause 39 (*RENEWAL, TERMINATION AND AMENDMENT*).
- 6.5** The Fund's term shall not exceed 99 years from the signature date of these Fund Regulations.
- 6.6** The Management Company shall start the liquidation of the Fund as from the Dissolution Date.
- 6.7** The Management Company, the Custodian and the statutory auditor shall continue to perform their duties until the completion of the Fund liquidation operations after the Dissolution Date.

## **7 MANAGEMENT COMPANY**

### **7.1 Legal authority**

- 7.1.1** The Management Company shall manage the Fund. It shall represent the Fund in its dealings with third parties and in all legal proceedings, whether as a claimant or defendant. It shall take all measures it deems necessary or appropriate to defend the rights of the Fund that arise from the Receivables and the contracts to which the Fund is a party.
- 7.1.2** It is required to act in all circumstances in the interests of the Unitholders.
- 7.1.3** In the performance of its duties, the Management Company shall be liable for its own misconduct, but shall not be jointly liable with the Custodian.

### **7.2 Duties**

- 7.2.1** In particular, the duties of the Management Company include (but are not limited to) the following duties:
- (a) it shall conclude the contracts necessary for the existence of the Fund. It shall ensure proper performance of such contracts, as well as of the Fund Regulations by the Fund. If necessary, it shall renew or terminate such contracts in compliance with the laws and the applicable provisions of these Fund Regulations and of said contracts;
- (b) it shall ensure that, in all contracts concluded on behalf of the Fund, the other contracting party acknowledges that, pursuant to the statutes and regulations in force, it will be bound by the rules governing the allocation of available sums of the Fund and that, consequently, it has no recourse against the Fund over and above the available sums that the Fund holds as assets, which may be allocated to the payment of sums owed on such date to the class of creditors to which it belongs, strictly in accordance with the applicable allocation of cash flow rules set out in Clause 29 (*CASH FLOW ALLOCATION*);

- (c) it shall appoint the statutory auditor and, if necessary, shall renew its term of office or replace it, in accordance with the requirements of the statutes and regulations in force;
- (d) on each Calculation Date, it shall calculate the Net Asset Value in accordance with the calculation rules set out in Schedule 6, as well as the Unit Net Asset Value;
- (e) it shall perform the calculations referred to in Clause 29 (*CASH FLOW ALLOCATION*) and verify the amount of Costs and Fees;
- (f) it shall give all necessary instructions to the Custodian, or to any other credit institution with which an account has been opened in the name of the Fund and acting by delegation of the Custodian, so that the debts of the Fund are paid on their due date, up to the amount of the Fund's available assets and in compliance with the applicable cash flow allocation rules set out in Clause 29 (*CASH FLOW ALLOCATION*);
- (g) it may decide to manage the available cash of the Fund or, if necessary, appoint a cash manager to manage such available cash, in accordance with the provisions of these Fund Regulations;
- (h) under the Custodian's control, it shall prepare all documents required to inform *inter alia* the Unitholders and the *Autorité des Marchés Financiers* in accordance with the laws in force;
- (i) it shall take all necessary or appropriate measures in the event of serious misconduct by the Custodian or the Custodian's inability to perform its duties and, if necessary, shall replace it in such cases; in particular, it may replace the Custodian in the event it breaches its legal or contractual obligations to the Fund, subject to the conditions set forth in Clause 8.3 (*Replacement of the Custodian*);
- (j) it shall decide to wind up the Fund if the requirements for such winding up, as provided for by the laws in force and/or the Fund Regulations are met; it shall carry out liquidation operations for the Fund;
- (k) it shall communicate to the Custodian, at its request, all information enabling it to perform its control duties and, if necessary, consult with it with respect to any difficulties it encounters in connection with its duties with a view to finding a solution within the required time periods;
- (l) it shall verify that sums owed to the Fund under contracts to which it is a party are paid on the agreed dates and in the appropriate amounts and, if necessary, shall take all measures it deems appropriate to defend the interests of the Fund under said contracts;
- (m) on each Calculation Date, it shall calculate the Maximum Commitment Reduction Amount and, in consequence thereof, shall decide whether or not to exercise the Commitment Reduction Option on each relevant Payment Date; and
- (n) it shall publish on its website ([www.eurotitrisation.fr](http://www.eurotitrisation.fr)) the General Regulations, these Fund Regulations and the activity reports in relation to the Fund.

**7.2.2** In the performance of its duties as set out in these Fund Regulations, the Management Company shall comply with the vigilance and information requirements provided for by Book V, Title VI, of the French *Code monétaire et financier* with respect to anti-money laundering and counter-terrorism financing measures and the regulations adopted for the implementation thereof, as well as with Article L. 511-33 of the French *Code monétaire et financier* on professional secrecy.

### **7.3 Delegation**

The Management Company may delegate to a third party all or some of the administrative duties imposed on it by law or contract only within the limits and in accordance with the statutes and regulations in force and, in particular, by the *Règlement Général* of the *Autorité des Marchés Financiers*.

### **7.4 Replacement of the Management Company**

**7.4.1** The management of the Fund may be transferred to another management company at any time during the Fund's existence, provided the *Autorité des Marchés Financiers* is given prior notice thereof, and in compliance with the following requirements:

- (a) at the Custodian's initiative in the event the Management Company's licence to act as a management company for *organismes de titrisation* is withdrawn for any reason; such replacement shall be made in accordance with the requirements of the *Règlement Général* of the *Autorité des Marchés Financiers*; the Custodian shall inform the Unitholders of the early termination of the Management Company's duties and of the measures taken to replace it;
- (b) at the Custodian's initiative in the event of the Management Company's serious misconduct, if the Management Company is unable to perform its duties, or if insolvency proceedings have been or are about to be initiated against it, subject to the following conditions precedent:
  - (i) the Custodian shall use its best endeavours to find a new management company that is duly licenced to manage the Fund;
  - (ii) no compensation shall be paid to the Management Company, and the remuneration of the Management Company shall be owed *pro rata temporis* only until the effective date of its replacement by the new management company;
  - (iii) the Unitholders shall be given prior notice of the early termination of the Management Company's duties and of the measures taken to replace it;
  - (iv) the Management Company shall be replaced in accordance with applicable statutes and regulations;
  - (v) the Management Company shall continue to perform its Management Company duties until its replacement by the new management company is effective, provided the new management company confirms, in writing, that it will assume all of the Management Company's functions, undertakings and duties and that

it accedes to these Fund Regulations or, if no replacement is found within six (6) months from the early termination of the Management Company's duties, until the expiry of such six (6) month period; and

- (vi) the Management Company shall agree to cooperate with the Custodian and the new management company and use its best endeavours to implement all measures to enable the new management company to assume all of the Management Company's functions, undertakings and duties.
- (c) at the Management Company's initiative, in compliance with the following requirements:
- (i) the Management Company shall give the Custodian notice, in writing, of its decision to terminate its Management Company duties at least four (4) months (or any other shorter time period agreed with the Custodian) before the effective date of the termination of its Management Company duties;
  - (ii) the Management Company shall cooperate with the Custodian in the selection of a new management company, which shall meet the requirements of Article L. 214-183-I of the French *Code monétaire et financier*;
  - (iii) no compensation shall be paid to the Management Company, and the remuneration of the Management Company shall be owed *pro rata temporis* only until the effective date of its replacement by the new management company;
  - (iv) the Unitholders shall be given prior notice of the Management Company's resignation, the measures taken to replace it and conditions of appointment of the new management company;
  - (v) the Management Company shall be replaced in accordance with applicable statutes and regulations;
  - (vi) the Management Company shall continue to perform its Management Company duties until its replacement by the new management company is effective, provided the new management company confirms, in writing, that it will assume all of the Management Company's functions, undertakings and duties and that it accepts these Fund Regulations or, if no replacement is found within four (4) months from the Management Company's resignation, until the expiry of such four (4) month period; and
  - (vii) the Management Company shall agree to cooperate with the Custodian and the new management company and use its best endeavours to implement all measures to enable the new management company to assume all of the Management Company's functions, undertakings and duties.

If no new management company accepts to replace the existing management company under the conditions set out in this Clause 7.4.1(c), the Fund shall then be liquidated within one (1) month as from the delivery

of the prior notice to the *Autorité des Marchés Financiers* referred to in Clause 7.4.1.

## **7.5 Remuneration**

- 7.5.1** As remuneration for the performance of its duties as provided in these Fund Regulations, the Management Company shall receive the Management Company Fees, in accordance with the provisions of Schedule 2.
- 7.5.2** This remuneration does not include any fees and expenses incurred for protecting the Fund's interests which may be justified and subject to (i) prior information to the Custodian and (ii) if the Management Company determines that such fees and expenses are likely to have a negative impact on the Fund and its ability to pay any amounts due to the Unitholders, prior consultation of the Unitholders.
- 7.5.3** The Management Company Fees shall be paid by the Arranger pursuant to the Fees Letter so long as an Arranger Event has not occurred. Upon the occurrence of an Arranger Event, the Management Company Fees shall be paid by the Fund in accordance with the applicable Priority of Payments pursuant to the provisions of Schedule 5.
- 7.5.4** The Management Company may be paid certain exceptional fees, the amounts and terms of payment of which are described in Schedule 2.

## **8 CUSTODIAN**

### **8.1 Legal authority**

- 8.1.1** Pursuant to Article L. 214-183-II of the French *Code monétaire et financier*, the Custodian shall be the custodian of the Fund's assets.
- 8.1.2** The Custodian shall ensure that the Management Company's decisions comply with applicable statutes and regulations, in accordance with the provisions of the *Règlement Général* of the *Autorité des Marchés Financiers*.
- 8.1.3** The Custodian shall perform the duties of registrar for the Units and ensure proper execution of the transactions in connection therewith.
- 8.1.4** The Custodian shall act in the best interest of the Unitholders.
- 8.1.5** The Custodian shall take all necessary or appropriate measures in the event of the Management Company's serious misconduct or if the Management Company is unable to perform its duties and, if necessary, shall terminate the Management Company's duties in accordance with the provisions of Clause 7.4 (*Replacement of the Management Company*).
- 8.1.6** In the performance of its duties, the Custodian shall be liable for its own misconduct, but shall not be jointly liable with the Management Company.
- 8.1.7** In addition to the duties that the Custodian owes to the Fund and its assets, as described in Article 323-53 *et seq.* of the *Règlement Général* of the *Autorité des Marchés Financiers*, the Custodian shall:
  - (a) on the Fund's behalf, provide custody for the Fund's assets in accordance with the provisions of Article D. 214-229 of the French *Code monétaire et financier*;

- (b) ensure that no bank account opened in the Fund's name has an overdrawn balance and inform the Management Company of all transactions in connection with such accounts;
- (c) deliver to the Management Company the information provided for in Articles 323-52 and 323-53 of the *Règlement Général* of the *Autorité des Marchés Financiers*.

**8.1.8** These Fund Regulations constitute a 'custodian agreement' for the purposes of Article 323-53 of the *Règlement Général* of the *Autorité des Marchés Financiers*.

**8.1.9** The Custodian shall, subject to the Management Company's instructions, make payments to the Unitholders and perform all obligations to report information about actual interest payments made to beneficiaries that may be required by the tax authorities.

**8.1.10** In performing its duties as provided for in these Fund Regulations, the Custodian shall comply with the vigilance and information requirements provided for by Book V, Title VI, of the French *Code monétaire et financier* with respect to anti-money laundering and counter-terrorism financing measures and the regulations adopted for the implementation thereof, as well as with Article L. 511-33 of the French *Code monétaire et financier* on professional secrecy.

## **8.2 Delegation**

Subject to applicable laws, and under its sole responsibility vis-à-vis the Unitholders, the Custodian may delegate all or some of its duties to a third party, other than its duty to control the regularity of the Management Company's decisions, provided:

- (a) the Custodian obtains from the delegate the waivers and undertakings referred to in Clause 9 (*SERVICER*)
- (b) ***Appointment and duties of the Servicer***

**8.2.1** The Management Company acting on behalf of the Fund has appointed, and the Servicer has accepted such appointment, the Servicer entrusting it with duties of, and conferring to it powers for, the collection and possible recovery of, and the carrying out of, cash and payment services with respect to, the Receivables pursuant to the Servicing Procedures and the terms and conditions of the Transfer and Servicing Agreement.

**8.2.2** The Servicer shall, where appropriate, act as an independent agent in the name and on behalf of the Fund in accordance with the applicable laws and regulations and the terms and conditions of the Transfer and Servicing Agreement. Its duties shall include, inter alia, the following:

- (i) to collect all amounts to be paid by the Borrowers in relation to the Receivables and to transfer all amounts in relation to the collection of the Receivables and all amounts payable by the Servicer under the Transfer and Servicing Agreement to the Fund;
- (ii) to do all things necessary for the collection and possible recovery of all the Receivables, including the enforcement of any Ancillary Rights and/or other related security with the level of care and diligence it would employ if the Receivables were its own property;



- (iii) to initiate, prosecute and manage, in accordance with the terms of the Transfer and Servicing Agreement, all foreclosure, enforcement and insolvency proceedings, on behalf and, if necessary, in the name of the Fund pursuant to any power of attorney to be granted by the Management Company acting on behalf of the Fund to the Servicer upon its request;
- (iv) to prepare and deliver all notices, communications and documents to be sent by the Fund, in its capacity as owner of the Receivables, to the Borrower;
- (v) to the full extent permitted under any applicable law, to promptly deliver to the Management Company on behalf of the Fund all data relating to the Receivables and the related collections which are necessary to the maintenance and updating of the Fund 's accounting books and records;
- (vi) to comply with Spanish anti-money laundering law and regulations;
- (vii) to perform all other servicing activities and functions relating to the servicing and recovery of the Receivables not specified herein, which must be performed by the Servicer pursuant to the terms of all applicable laws and regulations; and
- (viii) to perform all its duties under this Agreement with diligence and in accordance with all applicable laws and regulations and the Servicing Procedures and pursuant to specific instructions that, on certain conditions, may be given to it by the Management Company on behalf of the Fund.

**8.2.3** All documents provided to the Servicer shall be held in safe custody by the Servicer on behalf of the Fund.

### **8.3 Authority of the Servicer**

**8.3.1** The Servicer shall have the full power, authority and right to do or cause to be done any and all things which it reasonably considers necessary, desirable or convenient for, or incidental to, the administration, the recovery and the collection of the Receivables in the name and on behalf of the Fund, or the performance of its duties, but always subject to acting in accordance with provisions of the Transfer and Servicing Agreement and the Servicing Procedures.

**8.3.2** The Servicer shall only be required to provide to the Fund and the Seller, the limited duties and services set out in the Transfer and Servicing Agreement and the Servicing Procedures.

**8.3.3** The Parties acknowledge that the Fund will retain exclusive title, ownership and exclusive control of the Receivables and that the Servicer will not acquire nor retain title to, any security interest in, or any right of any kind in or to the Receivables (or any income, receipts or revenues therefrom).

**8.3.4** The Transfer and Servicing Agreement does not grant the Servicer any right or authority to create any obligation or liability on the Fund or to bind the Fund to any obligation or to conclude any contracts, other than as expressly and strictly provided by the Transfer and Servicing Agreement or any subsequent powers or authority granted to the Servicer by the Management Company acting on behalf of the Fund under separate written documents.

## 8.4 Data Protection

**8.4.1** Any transaction carried out in accordance with the Transfer and Servicing Agreement will be made in accordance with the Spanish Organic Act 15/1999, of 13 December, on data protection (*Ley Orgánica 15/1999, de 13 de diciembre, de Protección de Datos de Carácter Personal*) and with any other applicable laws relating to the protection of data relating to the Borrowers.

**8.4.2** The Servicer has undertaken to encrypt the personal data contained in each Transfer File attached to each Transfer Deed. Subject to the delivery of the Decrypting Key by the Data Protection Agent to the Management Company (or to the replacement servicer or any person appointed by Management Company), the replacement servicer or such person appointed by the Management Company shall be entitled to disclose such data upon the termination of the appointment of the Servicer in accordance with the provisions of the Data Protection Agreement.

- (c) SETTLEMENT BANK);
- (d) such delegation complies with applicable statutes and regulations, in particular the *Règlement Général* of the *Autorité des Marchés Financiers*;
- (e) the Management Company gives its prior consent, in writing, to such delegation; however, such consent may be withheld only for a legitimate, serious and reasonable reason; and
- (f) the Custodian regularly and independently audits the delegate's performance of the duties delegated to it.

## 8.5 Replacement of the Custodian

The Custodian's duties may or must be transferred to another credit institution at any time during the existence of the Fund in the following circumstances:

- (a) at the Management Company's initiative in the event the Custodian's licence to act as a credit institution is withdrawn, if insolvency or resolution banking proceedings have been or are about to be initiated against it, subject to the following conditions precedent:
  - (i) the Management Company shall use its best endeavours to find a new custodian that meets the requirements of Article L. 214-183-II of the French *Code monétaire et financier*;
  - (ii) no compensation shall be paid to the Custodian, and the remuneration of the Custodian shall be owed *pro rata temporis* only until the effective date of its replacement by the new custodian appointed by the Management Company;
  - (iii) the Unitholders shall be given prior notice of the early termination of the Custodian's duties, the measures taken to replace it and the conditions of appointment of the new custodian;
  - (iv) the Custodian shall be replaced by a new custodian appointed by the Management Company in accordance with applicable statutes and regulations;

- (v) the Custodian shall continue to perform its duties as Custodian until its replacement by the new custodian is effective, provided the new custodian confirms, in writing, that it will assume all of the Custodian's functions, undertakings and duties and that it accedes to these Fund Regulations or, if no replacement is found within six (6) months from the early termination of the Custodian's duties, until the expiry of such six (6) month period; and
  - (vi) the Custodian shall agree to cooperate with the Management Company and the new custodian appointed by it and use its best endeavours to implement all measures to enable the new custodian to assume all of the Custodian's functions, undertakings and duties and provide custody for the Fund's assets in replacement of the Custodian.
- (b) at the Custodian's initiative, subject to the following conditions precedent:
- (i) the Custodian shall give the Management Company notice, in writing, of its decision to terminate its Custodian duties at least six (6) months before the effective date of the termination of its Custodian duties;
  - (ii) the Custodian shall propose a new credit institution, which must meet the requirements of Article L. 214-183-II of the French *Code monétaire et financier*, and which must agree to assume, under the same terms and conditions, the Custodian's duties as specified in the Fund Regulations and in any other contract to which it is a party, and agree to be appointed as the new Fund's custodian by the Management Company;
  - (iii) no compensation shall be paid to the Custodian, and the remuneration of the Custodian shall be owed *pro rata temporis* only until the effective date of its replacement by the new custodian appointed by the Management Company;
  - (iv) the fees owed to the new custodian must not result in the occurrence of a Material Adverse Change;
  - (v) the Unitholders shall be given prior notice of the Custodian's resignation, the measures taken to replace it and the conditions of appointment of the new custodian;
  - (vi) the Custodian shall be replaced in accordance with applicable statutes and regulations;
  - (vii) the Custodian shall continue to perform its duties as Custodian until its replacement by the new custodian is effective, provided the new custodian confirms, in writing, that it will assume all of the Custodian's functions, undertakings and duties and that it accedes to these Fund Regulations or, if no replacement is found within six (6) months from the Custodian's resignation, until the expiry of such six (6) month period; and
  - (viii) the Custodian shall agree to cooperate with the Management Company and the new custodian appointed by it and use its best endeavours to implement all measures to enable the new custodian to assume all of the Custodian's functions, undertakings and duties and provide custody for the Fund's assets in replacement of the Custodian.

## **8.6 Remuneration**

- 8.6.1** As remuneration for the performance of its duties as provided in these Fund Regulations, the Custodian shall receive the Custodian Fees, in accordance with the provisions of Schedule 2.
- 8.6.2** This remuneration shall cover all expenses of the Custodian.
- 8.6.3** The Custodian Fees shall be paid by the Arranger pursuant to the Fees Letter so long as an Arranger Event has not occurred. Upon the occurrence of an Arranger Event, the Custodian Fees shall be paid by the Fund in accordance with the applicable Priority of Payments pursuant to the provisions of Schedule 5.
- 8.6.4** The Custodian may be paid certain exceptional fees, the amounts and terms of which are described in Schedule 2.

## **9 SERVICER**

### **9.1 Appointment and duties of the Servicer**

- 9.1.1** The Management Company acting on behalf of the Fund has appointed, and the Servicer has accepted such appointment, the Servicer entrusting it with duties of, and conferring to it powers for, the collection and possible recovery of, and the carrying out of, cash and payment services with respect to, the Receivables pursuant to the Servicing Procedures and the terms and conditions of the Transfer and Servicing Agreement.
- 9.1.2** The Servicer shall, where appropriate, act as an independent agent in the name and on behalf of the Fund in accordance with the applicable laws and regulations and the terms and conditions of the Transfer and Servicing Agreement. Its duties shall include, inter alia, the following:
- (i) to collect all amounts to be paid by the Borrowers in relation to the Receivables and to transfer all amounts in relation to the collection of the Receivables and all amounts payable by the Servicer under the Transfer and Servicing Agreement to the Fund;
  - (ii) to do all things necessary for the collection and possible recovery of all the Receivables, including the enforcement of any Ancillary Rights and/or other related security with the level of care and diligence it would employ if the Receivables were its own property;
  - (iii) to initiate, prosecute and manage, in accordance with the terms of the Transfer and Servicing Agreement, all foreclosure, enforcement and insolvency proceedings, on behalf and, if necessary, in the name of the Fund pursuant to any power of attorney to be granted by the Management Company acting on behalf of the Fund to the Servicer upon its request;
  - (iv) to prepare and deliver all notices, communications and documents to be sent by the Fund, in its capacity as owner of the Receivables, to the Borrower;
  - (v) to the full extent permitted under any applicable law, to promptly deliver to the Management Company on behalf of the Fund all data relating to the

Receivables and the related collections which are necessary to the maintenance and updating of the Fund 's accounting books and records;

- (vi) to comply with Spanish anti-money laundering law and regulations;
- (vii) to perform all other servicing activities and functions relating to the servicing and recovery of the Receivables not specified herein, which must be performed by the Servicer pursuant to the terms of all applicable laws and regulations; and
- (viii) to perform all its duties under this Agreement with diligence and in accordance with all applicable laws and regulations and the Servicing Procedures and pursuant to specific instructions that, on certain conditions, may be given to it by the Management Company on behalf of the Fund.

**9.1.3** All documents provided to the Servicer shall be held in safe custody by the Servicer on behalf of the Fund.

## **9.2 Authority of the Servicer**

**9.2.1** The Servicer shall have the full power, authority and right to do or cause to be done any and all things which it reasonably considers necessary, desirable or convenient for, or incidental to, the administration, the recovery and the collection of the Receivables in the name and on behalf of the Fund, or the performance of its duties, but always subject to acting in accordance with provisions of the Transfer and Servicing Agreement and the Servicing Procedures.

**9.2.2** The Servicer shall only be required to provide to the Fund and the Seller, the limited duties and services set out in the Transfer and Servicing Agreement and the Servicing Procedures.

**9.2.3** The Parties acknowledge that the Fund will retain exclusive title, ownership and exclusive control of the Receivables and that the Servicer will not acquire nor retain title to, any security interest in, or any right of any kind in or to the Receivables (or any income, receipts or revenues therefrom).

**9.2.4** The Transfer and Servicing Agreement does not grant the Servicer any right or authority to create any obligation or liability on the Fund or to bind the Fund to any obligation or to conclude any contracts, other than as expressly and strictly provided by the Transfer and Servicing Agreement or any subsequent powers or authority granted to the Servicer by the Management Company acting on behalf of the Fund under separate written documents.

## **9.3 Data Protection**

**9.3.1** Any transaction carried out in accordance with the Transfer and Servicing Agreement will be made in accordance with the Spanish Organic Act 15/1999, of 13 December, on data protection (*Ley Orgánica 15/1999, de 13 de diciembre, de Protección de Datos de Carácter Personal*) and with any other applicable laws relating to the protection of data relating to the Borrowers.

**9.3.2** The Servicer has undertaken to encrypt the personal data contained in each Transfer File attached to each Transfer Deed. Subject to the delivery of the Decrypting Key by the Data Protection Agent to the Management Company (or to the replacement servicer or any person appointed by Management Company), the

replacement servicer or such person appointed by the Management Company shall be entitled to disclose such data upon the termination of the appointment of the Servicer in accordance with the provisions of the Data Protection Agreement.

## **10 SETTLEMENT BANK**

- 10.1** Prior to the establishment of the Fund, the Management Company instructed the Custodian to open the Fund's General Account with Crédit Mutuel Arkéa, in its capacity as Settlement Bank, in accordance with the provisions of the Account Agreement.
- 10.2** A securities account may be opened in association with the General Account opened on behalf of the Fund.
- 10.3** As of the date of these Fund Regulations, the Settlement Bank is not rated. As of the date of these Fund Regulations, the short-term rating of the Crédit Mutuel Arkéa group, to which the Settlement Bank belongs, is A1 (Standard & Poor's).
- 10.4** If at any time during the existence of the Fund, the Settlement Bank breaches its legal or contractual obligations in connection with the operation of the Fund, or if the short-term rating of the Crédit Mutuel Arkéa group is downgraded below A2 (Standard & Poor's), the Management Company shall, within a period of fifteen (15) calendar days from such event, terminate its relationship with the Settlement Bank and appoint a new credit institution to replace it, provided:
- (a) such credit institution is willing to perform the duties and comply with the obligations of the Settlement Bank under terms acceptable to the Management Company and the Custodian; and
  - (b) the new credit institution has a short-term rating of at least A2 (Standard & Poor's), F2 (Fitch) or P2 (Moody's).
- 10.5** As remuneration for the performance of the duties provided for in the Account Agreement, the Settlement Bank shall receive the Settlement Bank Fees, in accordance with the provisions of Schedule 2.

## **11 PLACING AGENT**

- 11.1** In accordance with the Placement Agreement, the Placing Agent has been appointed by the Fund in relation to the placement without firm commitment and to professional investors only of the Units, pursuant to applicable French laws and regulations.
- 11.2** Subject to any provisions of the Placement Agreement, the Fund shall have the option, but not the obligation, to issue Units the subscription of which shall be offered to the Placing Agent, and the Placing Agent shall have the option, but not the obligation, to subscribe for the Units, subject that the Placing Agent and the Management Company have reached an agreement on the relevant Terms and Conditions applicable to the issue of the relevant Units.
- 11.3** As of the signature date of these Fund Regulations, the Placing Agent is Younited.

## **12 CALCULATION AGENT**

- 12.1** In accordance with the terms and conditions hereof, the Calculation Agent appointed by the Fund shall:

- (a) for each Transfer Date or Subsequent Transfer Date, perform the calculations with respect to the Receivables transferred to the Fund and the corresponding Units issued, and shall provide such information to the Management Company on the corresponding Information Date;
- (b) perform the calculations required by the Management Company in order to provide financial service for the Units; such calculations shall be reproduced in the Calculation Agent's Report, which the Calculation Agent shall deliver to the Management Company on each Information Date; and
- (c) perform the calculations required by the Management Company in order to reduce the relevant Investor Commitments in the event the Fund exercises its Commitment Reduction Option in accordance with the provisions of Clause 24.4 (*INVESTOR'S COMMITMENT*).

**12.2** As of the signature date of these Fund Regulations, the Calculation Agent is Younited.

**12.3** As remuneration for the performance of its duties as provided for in these Fund Regulations, the Calculation Agent shall receive the Calculation Agent Fees, in accordance with the provisions of Schedule 2.

### **13 STATUTORY AUDITOR**

**13.1** In accordance with the provisions of Article L.214-185 of the French *Code monétaire et financier*, the Management Company's board of directors shall appoint a statutory auditor for six (6) financial years. The appointment of the statutory auditor may be renewed pursuant to the same conditions.

**13.2** The statutory auditor shall carry out the checks and controls required by Article L.214-185 of the French *Code monétaire et financier*. In particular, the statutory auditor shall:

- (a) certify, whenever necessary, that the financial statements of the Fund are true and accurate and shall verify the accuracy of the information contained in the management report;
- (b) report to the Management Company's senior management and the *Autorité des Marchés Financiers* any irregularities and inaccuracies it discovers in the performance of its duties; and
- (c) verify the periodic information that the Management Company provides to the Unitholders and prepare an annual report on the Fund's financial statements for the Unitholders.

**13.3** As remuneration for the performance of its duties to the Fund, the statutory auditor shall receive the Statutory Auditor Fees, in accordance with the provisions of Schedule 2.

**13.4** Mazars has been appointed as the Fund's first statutory auditor.

### **14 ASSETS OF THE FUND**

#### **14.1 Composition of the assets**

The Fund's assets shall be comprised of:

- (a) the Receivables transferred to the Fund by the Seller, including all rights attached thereto; and
- (b) the cash of the Fund and Financial Proceeds generated by the investment thereof.

## **14.2 Sales or pledges of its assets by the Fund**

**14.2.1** In accordance with the laws in force, the Fund is not entitled to pledge or otherwise encumber any of its assets.

**14.2.2** Receivables held by the Fund, whether or not they have matured or been accelerated, may be sold:

- (a) if such sale is necessary or appropriate *inter alia* to enable the Fund to fulfil its payment obligations under the Units, in which case the relevant Receivables shall be sold (including to the Seller) for their nominal value and, in the event that, within a period of 30 calendar days from the date they are offered for sale, no buyer has been found that is willing to pay a price equal to their nominal value, the relevant Receivables shall be sold for the best price offered on the relevant secondary market; and
- (b) if such sale concerns Receivables that have been written-off, such Receivables shall be sold for at least a symbolic price of one (1) euro.

**14.2.3** The sale price for the Receivables sold by the Fund pursuant to the above provisions shall be credited to the General Account on the date of the sale of such Receivables.

## **15 NATURE AND CHARACTERISTICS OF THE RECEIVABLES**

### **15.1 Nature of the Receivables**

The Receivables will be existing receivables owned by the Seller against the Borrowers and which arise or will arise from the Loans.

### **15.2 Eligible Receivables**

**15.2.1** The Fund may purchase only Receivable which are, on the applicable Transfer Date, Eligible Receivables.

**15.2.2** A Receivable shall be an Eligible Receivable only if it meets on the relevant Transfer Date all of the following Receivable Eligibility Criteria:

- (i) the Receivable arise from an Eligible Loan;
- (ii) the Receivable is owed by an Eligible Borrower;
- (iii) the Receivable can be transferred and there is no legal or contractual restriction to such transfer;
- (iv) the sale of the Receivable does not require the prior consent of any Party which has not already been obtained;
- (v) except under any applicable data protection rules, there is no confidentiality or secrecy obligation imposed on the Seller by law or contract that prevents or may prevent the transfer of the Receivable to the Fund or the disclosure of information about the characteristics of the Receivable to it;



- (vi) the Receivable is denominated in euros;
- (vii) the Receivable is not payable in kind;
- (viii) the payment of the Receivable is not subject to withholding tax or any deduction for tax;
- (ix) the Receivable is individualised and duly recorded in the Seller's information systems and accounting records and no significant errors were made as to the characteristics of the Receivable when they were registered or recorded in the accounting records;
- (x) the Receivable is consistent with its description on the relevant Transfer Deed;
- (xi) the Receivable is existing, has not been repaid in whole and the Seller holds full title thereto;
- (xii) the Receivable is not the subject of any option or right, security interest, attachment or other enforcement measure granted in favour of a third party;
- (xiii) the Receivable is not subject to VAT or any other similar tax, and the transfer thereof is not subject to any tax or tax withholding;
- (xiv) to the Seller's knowledge, the Receivable is not the subject of any dispute, whether concerning its principle or its amount;
- (xv) no late payments on the Receivable have been recorded;
- (xvi) the Receivable has not been prepaid in whole or in part;
- (xvii) the Receivable has not matured and has not been accelerated;
- (xviii) no late payments on the Receivable have been recorded and the Seller has not granted the Borrower extensions of time to make payment under the Loan from which the Receivable arises or any other loans that the Seller has extended to such Borrower; and
- (xix) the Seller has not accounted the Receivable as a doubtful, disputed or defaulted receivable.

**15.2.3** A Borrower shall be an Eligible Borrower only if the Borrower meets all of the following Borrower Eligibility Criteria on the relevant Transfer Date:

- (i) the Borrower is an individual of legal age under Spanish law who is acting as a consumer and not in a business capacity for purposes of the financing obtained from the Seller pursuant to the relevant Loan;
- (ii) the Borrower is domiciled in Spain and is a Spanish tax resident;
- (iii) the Borrower holds a bank account opened in his name with a bank registered in Spain or with and Spanish-registered subsidiary or branch of a foreign bank;
- (iv) the Borrower is not recorded as a doubtful client in the Seller's accounts;
- (v) the Borrower is not an employee of the Seller;

- (vi) to the Seller's knowledge, the Borrower is not known to be insolvent;
- (vii) to the Seller's knowledge, the supporting documentation that the Borrower furnished to the Seller in accordance with the Seller's customary loan underwriting procedures in force are genuine, and no fraud was detected in relation to the information and documents that the Borrower furnished to the Seller with respect to the Borrower's identity, nationality and personal, professional and/or financial situation;
- (viii) the Borrower is not receiving unemployment compensation or similar benefits for an interruption of employment or for a lack of employment, or the Borrower has proved to the Seller, in accordance with the Seller's customary loan underwriting procedures, that the Borrower is a party to an employment contract in force or effectively holds an employment position or is receiving a retirement pension;
- (ix) the Borrower is not the subject of over-indebtedness proceedings or any other equivalent proceedings with similar effects;
- (x) the Borrower does not have any monetary claims nor any other defences or objections against the Seller which may be validly set off or raise against the relevant Receivable owed by such Borrower.

**15.2.4** A Loan shall be an Eligible Loan only if it meets on the relevant Transfer Date all of the following Loan Eligibility Criteria:

- (i) the Loan was granted pursuant to a loan agreement in conformity with the Seller's standard personal loan offer documents, as such offer documents were provided by the Seller to the Management Company on behalf of the Fund on or prior to the date hereof;
- (ii) the Loan has been disbursed for an amount less than or equal to one hundred thousand euros (€100,000), which is payable in monthly instalments, not granted for a specific purpose, with a fixed interest rate higher than 0% (excluding insurance) that is not subsidised;
- (iii) the Loan is not intended to finance a real property purchase;
- (iv) the Loan is governed by Spanish law and the Spanish courts have jurisdiction over any disputes that may arise therefrom;
- (v) any repayment grace period as may be granted under the Loan has expired;
- (vi) the instalments that the Borrower owes the Seller under the Loan are required, by contract, to be paid by direct debit;
- (vii) the Loan was granted in accordance with the Seller's customary loan underwriting procedures;
- (viii) the Seller is not in breach of any of its obligations under the Loan;
- (ix) the Loan does not violate any applicable statutory or regulatory provision and the obligations arising thereunder are legal, valid, binding and enforceable obligations of the parties thereto; and

- (x) the Loan was granted to the Borrower for an initial maturity of 24, 36, 48, 60 or 72 months.

### **15.3 Exclusion of all late payment penalties and application fees from the transfer**

Any claim for late payment penalties owed by a Borrower under a Loan and any Application Fees that the Seller may invoice to the Borrower under a Loan will not be transferred to the Fund pursuant to this Agreement.

## **16 TRANSFER PROCEDURES**

### **16.1 Undertaking to purchase**

Subject to the conditions of the Transfer and Servicing Agreement, the Fund has undertaken to purchase, without recourse, the relevant Eligible Receivables offered for sale by the Seller in its sole discretion under the relevant Transfer Deed on the Initial Transfer Date and on each Subsequent Transfer Date.

### **16.2 Transfer Deed**

**16.2.1** The offer to transfer Eligible Receivables on the Initial Transfer Date or on any Subsequent Transfer Date shall be made by the Seller by delivering to the Management Company on behalf of the Fund a Transfer Deed, together with a Transfer File setting out the details of the Eligible Receivables offered to transfer, as applicable and as encrypted in accordance with the Transfer and Servicing Agreement the Data Protection Agreement. Each duly signed Transfer Deed and the relevant Transfer File can be sent by the Seller to the relevant parties by certified email, it being understood that, promptly upon such delivery, the Seller shall send to the Management Company on behalf of the Fund by pre-paid registered delivery 2 original copies of such Transfer Deed, together with the relevant Transfer File, each printed, duly signed and initialled on each page on behalf of the Seller.

**16.2.2** Each Transfer Deed shall:

- (i) be sequentially numbered starting from number 1;
- (ii) constitute an irrevocable offer by the Seller to sell and assign to the Fund all of the Seller's right and title to the Receivables included in the relevant Transfer File.

**16.2.3** Each Transfer File shall include the details of each Receivable offered for sale, with at least the following information:

- (a) the identification code of the Borrower together with the indication of the taxpayer's code number and/or the Borrower's Spanish tax identification number (NIF);
- (b) the current outstanding balance and the original outstanding balance of the Receivable;
- (c) the Contractual Interest Rate;
- (d) the Effective Interest Rate; and
- (e) the origination date and the maturity date of the Receivable.

**16.2.4** Upon receipt of each signed Transfer Deed and the related Transfer File from the Seller, the Management Company shall promptly on the Initial Transfer Date and any Subsequent Transfer Date return to the Seller an original of such Transfer Deed, together with the relevant Transfer File, printed, duly signed and initialled on each page on behalf of the Fund.

### **16.3 Effect of Transfer**

**16.3.1** Upon the execution of any Transfer Deed pursuant to the Transfer and Servicing Agreement, all of the Seller's rights, title and interests to the Receivables included in the relevant Transfer Deed and related Transfer File shall, on the relevant Transfer Date, pass and be assigned to the Fund without recourse against the Seller in case of default by the relevant Borrower, on the terms and conditions of the Transfer and Servicing Agreement. Any amounts received by the Seller under such receivables prior to the relevant Transfer Date remain its sole property. Any amount owed by the Borrowers under the relevant Receivables accrued up to the relevant Transfer Date but not yet due and payable shall be retained by the Seller acting as Servicer from the collections received in respect of such Receivables.

**16.3.2** All Ancillary Rights of any kind and nature, from whomsoever given or otherwise existing in favour of Seller relating to the relevant Receivables (save for those rights under clause 4.3 of the Transfer and Servicing Agreement) are transferred to the Fund by operation of law and, without any further formality, maintain their validity and their ranking in favour of the Fund. The Fund acting through the Management Company shall accordingly succeed in, without such succession being deemed as a novation of, all Seller's rights and claims, including those relating to the proceedings, against any Borrower arising in connection with the Ancillary Rights.

### **16.4 Transfer Formalities**

**16.4.1** Upon written request by the Management Company acting on behalf of the Fund, the Seller shall comply with and implement any perfection formalities or forms of publicity which may be required or advisable pursuant to any applicable law and regulations (including, without limitation, the consumer credit legislation and regulation) in connection with the transfer of the relevant Receivables, for the purpose of assuring that the Fund's title to, and rights and interest in the Receivables or, more generally, to enable the Management Company acting on behalf of the Fund to exercise or enforce any of its rights under the Transfer and Servicing Agreement and/or in respect of the Receivables. In particular, the Seller shall at the request of the Management Company:

- (a) take such steps and do all things as to execute along with the Fund before a Spanish notary public in the form of a *póliza mercantil* any Transfer Deed on each Subsequent Transfer Date;
- (b) along with the execution of each Transfer Deed on each Transfer Date, execute before the relevant Spanish notary public a deposit agreement ("*acta de depósito*") by virtue of which, the corresponding Transfer File will be kept in escrow by such Spanish notary public; and
- (c) take such other action or comply with any other additional formality which is required under the applicable Spanish law so that the transfer to the Fund

of the Receivables held by it vis-à-vis the Borrowers is valid and effective against such Borrowers.

**16.4.2** The Management Company acting on behalf of the Fund and the Seller shall comply in all respects with all laws, acts, rules, regulations, orders, decrees and directions in connection with matters pertaining to the Transfer and Servicing Agreement and/or the Receivables.

**16.4.3** The Seller shall directly bear any fees and costs relating to the Transfer and Servicing Agreement.

## **17 EFFECTIVE DATE OF THE TRANSFER**

The transfer of the Receivables, and of the ancillary rights attached thereto which are transferred to the Fund, shall take effect, without any other formality, on the Initial Transfer Date or the relevant Subsequent Transfer Date upon execution of a Transfer Deed by the Seller and the Management Company. As of such date, the Fund shall automatically be vested in the rights of the Seller under the Receivables and the ancillary rights attached thereto which are transferred to the Fund, without any prior notice to, or prior consent of, any person.

## **18 TRANSFER PRICE**

**18.1** The Fund shall acquire each Receivable, as well as the ancillary rights attached thereto which are transferred to the Fund, for a transfer price equal to the amount of the principal outstanding under the Loan from which such Receivable arises on the Initial Transfer Date or Subsequent Transfer Date on which the Fund acquires such Receivable and such ancillary rights. The entire amount of such transfer price shall be paid in full at once on the relevant Initial Transfer Date or Subsequent Transfer Date.

**18.2** On each Information Date, the Calculation Agent shall communicate to the Management Company information about the transfers of Receivables that will occur on the next Transfer Date.

**18.3** On the basis of this information, on the Initial Issue Date and on each relevant Subsequent Issue Date, the Fund shall fund the entire amount of the transfer price of each Receivable acquired by the Fund on such date from the proceeds of Units that it will issue on such date.

## **19 CONDITIONS PRECEDENT TO THE TRANSFER OF RECEIVABLES**

**19.1** On the Initial Transfer Date and on each Subsequent Transfer Date, the Fund shall, at the Seller's request, be bound to acquire any new Receivable offered to a transfer by the Seller, provided the following conditions precedent have been satisfied on that date:

- (a) the Receivable conforms all Receivables Eligibility Criteria on the relevant Transfer Date;
- (b) the Fund was able to issue Units and the nominal amount thereof enables refinancing the Loan from which such Receivable arises and, therefore, the Fund is able to pay the entire amount of the transfer price for the Receivable;
- (c) the Units that the Fund issues to refinance the Loan from which the Receivable arises confer on the holders of such Units the same rights as those conferred on

other Unitholders, except the specific rights specified in the Specific Terms and Conditions applicable to the relevant Unit; and

(d) no Accelerated Amortisation Event has occurred and is continuing unremedied.

**19.2** The Fund shall not acquire any additional Receivables after the start of the Accelerated Amortisation Period.

## **20 MANAGEMENT AND COLLECTION OF THE RECEIVABLES**

**20.1** As from the Initial Transfer Date, the Seller, in its capacity as Servicer, shall continue to service and collect the Receivables on behalf of the Fund, in accordance with the terms and conditions set forth in the Transfer and Servicing Agreement.

**20.2** The Servicer:

(a) in collecting the Receivables, shall use the care that a prudent and experienced servicer would use, and shall take measures at least equivalent to those it would take with respect to its own receivables, in compliance with the procedures prescribed by the statutes and regulations in force; and

(b) shall take or cause to have taken, on behalf of the Fund, the protective measures necessary to preserve the existence and value of the Receivables, in the same manner as it would do for its own receivables.

**20.3** The Servicer may decide to subcontract or delegate all or some of its duties in relation to the servicing of the Receivable subject to, and in accordance with, the Transfer and Servicing Agreement.

## **21 SAFE-KEEPING OF RECORDS**

**21.1** The Servicer or its delegates or subcontractors shall store the contracts, instruments and documents that are the physical or electronic supports evidencing the Receivables.

**21.2** The Servicer shall be responsible for storing such contracts, instruments and documents in a safely manner.

**21.3** The Custodian may request from the Servicer an original copy of each contract, instrument and document that evidences the Receivables.

## **22 TERMINATION OF THE SERVICER'S MANDATE**

**22.1** The Management Company shall be entitled to terminate the Servicer's mandate prior to the expiry of its agreed contractual term upon the occurrence of any of the early termination events which are described in the Transfer and Servicing Agreement.

**22.2** The Servicer may validly resign from its mandate before the expiry of its agreed contractual term only if it gives at least 120 calendar days' prior notice; in the event of the Servicer's resignation or if the Management Company terminates the Servicer's mandate prior to the expiry of its agreed contractual term, the Management Company shall notify the Back-up Servicer and ensure that it begins performance of its services in accordance with the provisions of the applicable BUS Services Contract.

## **23 ARRANGER EVENT**

**23.1** Upon the occurrence of an Arranger Event, the Management Company shall:

- (a) terminate the duties of Younited as Calculation Agent and Custodian; and
- (b) replace Younited as Custodian in accordance with the provisions of Clause 8.5 (*Replacement of the Custodian*).

**23.2** In such case, Younited shall cooperate in good faith with the Management Company in order to enable the new custodian to perform its duties.

## **24 INVESTOR'S COMMITMENT**

**24.1** In accordance with the terms of each Subscription Agreement, each Investor irrevocably undertakes (each, an '**Investor Commitment**') to subscribe for Units that the Fund issues on each Issue Date, and to pay the portion of the Subscription Price to be paid on each relevant Issue Date and the portion of the Subscription Price to be paid at a later time as stated below.

**24.2** Each Investor Commitment shall be limited to the total aggregate nominal amount in euros specified in the relevant Subscription Agreement (the '**Maximum Commitment Amount**').

**24.3** In accordance with each Subscription Agreement, the portion of the Subscription Price owed by the relevant Investor on each Issue Date for the Units for which the Investor is required to subscribe on each Issue Date pursuant to its Investor Commitment shall be paid by set-off against the Principal Repayment Amount that the Fund owes the Investor on such date under the Units that such Investor already holds and that are to be repaid on such date.

**24.4** On each Issue Date during the Normal Amortisation Period on which the Fund has Available Funds available after making the payments owed to the Unitholders on such Issue Date in accordance with the cash flow allocation rules set out in Clause 29 (*CASH FLOW ALLOCATION*), if such Issue Date is also a Payment Date, the Fund shall have the option of offering the Investor holding Units that are not yet fully repaid on such Issue Date a reduction in its Maximum Commitment Amount (the '**Commitment Reduction Option**') in accordance with the provisions of this Clause. A reduction in the Maximum Commitment Amount may apply to a whole number of Units or to the fraction of Units of the Investor. Such reduction, if made in accordance with the provisions of this clause, shall be carried out by the Management Company on the basis of the Unit Net Asset Value of said Units, as calculated the week prior to the relevant reduction date. The Fund may decide to exercise the Commitment Reduction Option on any given Issue Date (i) only after obtaining the prior agreement of both the Management Company and the Custodian and (ii) in any event, only if, on such Issue Date, the total amount of the reduction on such Issue Date does not exceed the total amount of the Fund's Available Funds still available after making the payments owed to the Unitholders on such Issue Date in accordance with the cash flow allocation set out in Clause 29 (*CASH FLOW ALLOCATION*) if such Issue Date is also a Payment Date (for each relevant date, the '**Maximum Commitment Reduction Amount**').

**24.5** If the Investor wishes to take advantage of the Commitment Reduction Option exercised by the Fund in accordance with the provisions of Clause 24.4, it shall submit a request therefor on the [www.pret-dunion.fr](http://www.pret-dunion.fr) website, and such requests shall be expressed in euros. Any request that the Investor makes during a calendar month after the Fund exercises its Commitment Reduction Option in accordance with Clause 24.4 shall be effective only on the Issue Date that is one (1) calendar month after the date on which the Investor makes such request. Any reduction in the Investor Commitment shall become irrevocable on the

effective date of such reduction. Consequently, on each Issue Date after the effective date of such reduction, the Fund shall be entitled to use the Investor Commitment only up to the Maximum Commitment Amount of as reduced. If no reduction request is made after the Fund exercises its Commitment Reduction Option in accordance with Clause 24.4, the portion of the Fund's Available Funds still available on such Issue Date shall be retained by the Fund and may be allocated to the payment of the purchase price for Receivables that the Fund owes to the Seller on such Issue Date, if such Issue Date is also a Transfer Date.

- 24.6** In the event that, for an Issue Date on which the Fund exercises the Commitment Reduction Option in accordance with Clause 24.4, the amount of the Investor's reduction request exceeds the Maximum Commitment Reduction Amount calculated for such Issue Date, the amount of such reduction request shall be reduced accordingly, such that the total amount of the reduction of the Investor Commitment does not exceed the Maximum Commitment Reduction Amount calculated for such Issue Date. The Investor Commitment reduction thus reduced shall be expressed in euros (rounded to the next lowest euro).
- 24.7** The fraction of the requested Investor Commitment reduction that exceeds the Maximum Commitment Reduction Amount calculated for a particular Issue Date shall be automatically carried over to the next Issue Date on which the Fund once again exercises the Commitment Reduction Option in accordance with Clause 24.4 and will be processed in the same manner as the reduction request received for processing on the previous relevant Issue Date. The Investor may not cancel reduction requests thus carried over. The Calculation Agent shall, as soon as possible, inform the Investor of the fraction of the Investor Commitment's reduction that has been carried over.

## **25 TERMS AND CONDITIONS APPLICABLE TO THE UNITS**

### **25.1 Terms and conditions common to all the Units**

**25.1.1** The Units that the Fund issues are *instruments financiers* within the meaning of Article L.211-1 of the French *Code monétaire et financier* and *valeurs mobilières* within the meaning of Article L.211-2 of the French *Code monétaire et financier*.

**25.1.2** As permitted by Article L.214-169 of the French *Code monétaire et financier*, the Units may confer different rights to principal and interest.

**25.1.3** Each Unit shall be issued in a dematerialised form which can be a '*nominatif pur*' or '*nominatif administré*' form.

**25.1.4** The Units issued or to be issued by the Fund may, as the case may be, be divided into fractions of Units - tenths, hundredths, thousandths, ten-thousandths or even of millions of Units - known as 'fractions of Units'. In the event Units issued by the Fund are divided in 'fractions of Units', all provisions of these Fund Regulations which apply to the Units equally applicable to those "fractions of Units".

- 25.2** The Units are not and will not be rated, and are not and cannot be admitted for trading on a regulated market. Furthermore, the Units will not be the subject of a public offering, but of a private placement.



### **25.3 Terms and Conditions**

**25.3.1** On the Initial Issue Date and on each Subsequent Issue Date, the Fund shall issue units of the same class (the 'Units').

**25.3.2** The Units shall be subscribed by each Investor, up to the then applicable Maximum Commitment Amount.

**25.3.3** The General Terms and Conditions are set out in Schedule 3. For each Unit, the General Terms and Conditions shall in all cases be supplemented by Specific Terms and Conditions drafted in accordance with the template appended hereto in Schedule 4, in accordance with the requirements prescribed by the General Terms and Conditions.

## **26 RIGHTS AND OBLIGATIONS OF THE UNITHOLDERS**

**26.1** The Unitholders shall exercise the rights granted to shareholders by Articles L.823-6 and L.225-233 of the French *Code de Commerce*.

**26.2** The Unitholders shall from time to time be informed of the operations of the Fund, in accordance with the requirements of Clause 37 (*PERIODIC INFORMATION*) and Clause 38 (*DISCLOSURE OF INFORMATION*).

**26.3** The Unitholders shall be liable for the Fund's debts only up to the issue price of their respective Units.

**26.4** The Unitholders may not request that the Fund redeem their Units.

**26.5** Each Unitholder may obtain from the Management Company, at no cost, a copy of these Fund Regulations.

## **27 PAYMENTS TO THE UNITHOLDERS**

**27.1** On the basis of the Calculation Agent's Report, which shall be delivered to the Management Company on each Information Date, the Management Company shall determine the amounts owed to the Unitholders and other parties in accordance with these Fund Regulations, the General Terms and Conditions and Specific Terms and Conditions of the Units, as well as, if applicable, the contracts that the Management Company has concluded on behalf of the Fund and the Investor Commitment of each Investor.

**27.2** All payments that the Fund owes and that are to be paid, in whole or in part, using the Fund's assets shall be paid by the Fund pursuant to the Management Company's instructions.

## **28 BORROWINGS**

As of the Initial Issue Date, the Fund does not intend to make any borrowings. If the Management Company decides to conclude borrowings after the Initial Issue Date, the conditions for such borrowings shall be determined by the Management Company and these Fund Regulations shall be modified by an amendment in accordance with the provisions of Clause 39 (*RENEWAL, TERMINATION AND AMENDMENT*).

## **29 CASH FLOW ALLOCATION**

- 29.1** On each Calculation Date during the Normal Amortisation Period and the Accelerated Amortisation Period, the Management Company shall calculate the following amounts:
- (a) the Unit Net Asset Value of Units;
  - (b) the Available Funds;
  - (c) the Financial Proceeds;
  - (d) the Costs and Fees; and
  - (e) the Net Asset Value.
- 29.2** The Management Company shall calculate the above amounts on each Calculation Date on the basis of the calculations in connection with servicing the Units that the Calculation Agent makes, in accordance with the calculation rules set out in this clause.
- 29.3** The Management Company shall calculate the Available Funds, which on any given Calculation Date shall equal the total amount of:
- (a) the Financial Proceeds available on the General Account on such Calculation Date;
  - (b) the total cumulative amount of all sums under the Receivables that have actually been received from the Servicer in the General Account on such Calculation Date; and
  - (c) all sums credited to the General Account on such Calculation Date that are not allocated to the payment of the purchase price of the Receivables that the Fund owes to the Seller.
- 29.4** The Management Company shall calculate the amount of the Financial Proceeds on each Calculation Date, which shall equal the total amount of all Financial Proceeds available for the period between the previous Calculation Date (exclusive) and such Calculation Date (inclusive).
- 29.5** The Management Company shall calculate the amount of Costs and Fees on each Calculation Date, which shall equal the share of Costs and Fees that the Fund owes for the period between the previous Calculation Date (exclusive) and such Calculation Date (inclusive).
- 29.6** All Unitholders shall be bound by any determination or calculation that the Management Company makes under these Fund Regulations and, except if the Management Company commits gross negligence or fraud, it shall not be liable to any Unitholder.
- 29.7** On each Payment Date, the Management Company shall carry out the necessary movements of funds and make the payments that the Fund owes, in accordance with the applicable Priority of Payments. In accordance with the provisions of Article L.214-69 of the French *Code monétaire et financier*, the cash flow allocation rules set out in this clause shall apply to the Unitholders merely by the fact that they subscribed for or purchased their Units. Such rules shall also apply to the other creditors of the Fund who accept them.
- 29.8** Whenever an amount is scheduled to be withdrawn from the General Account on a given date (including on a Payment Date), such withdrawal shall be made only up to the credit balance of such account, such that the General Account at no time has an overdrawn balance.

## **30 COSTS AND FEES**

- 30.1** A breakdown of the Costs and Fees is provided in Schedule 2. With the exception of the Calculation Agent Fees, the Costs and Fees shall be paid directly by the Arranger so long as no Arranger Event has occurred. As of the occurrence of an Arranger Event, the Costs and Fees shall be paid by the Fund in accordance with the applicable Priority of Payments.
- 30.2** The Parties agree that the Costs and Fees shall be revised by mutual agreement every fifth (5th) anniversary date of the signature date of these Fund Regulations.

## **31 INDEMNIFICATION**

- 31.1** In compensation for the duties performed by the Management Company, the Arranger shall reimburse the Management Company (i) the duly documented and reasonable expenses (in particular, the legal fees) (the '**Litigation Expenses**') that the Management Company incurs in its capacity as Management Company as a result of any legal action in connection with the structure of the transaction that is initiated by a third party concerning the Fund, the Units or EuroTitrisation itself (in its capacity as Management Company of the Fund) (each, a '**Litigation**') as well as (ii) any costs, damages or other compensation, monetary award or penalty (the '**Judicial Costs and Penalties**'), that EuroTitrisation itself (in its capacity as Management Company of the Fund), is liable to pay pursuant to a Litigation, if such Litigation results in a court decision or arbitration award in favour of the relevant third party.
- 31.2** As from the occurrence of any Arranger Event, on each Payment Date during the Normal Amortisation Period or the Accelerated Amortisation Period, the Available Funds on such date shall be allocated to the payment of Litigation Expenses and/or Judicial Costs and Penalties in accordance with the applicable Priority of Payments.

## **32 GENERAL ACCOUNT**

- 32.1** The Management Company shall instruct the Custodian to open the General Account with Crédit Mutuel de Bretagne, acting in its capacity as Settlement Bank under the responsibility of the Custodian. A securities account may be associated with the General Account.
- 32.2** On the Initial Issue Date and on each Subsequent Issue Date, the proceeds generated by the issues of Units shall be deposited into the General Account, which the Management Company, acting in the name and on behalf of the Fund, shall allocate to paying the purchase price of the Receivables owed by the Fund to the Seller in accordance with the cash flow allocation rules set out in Clause 29 (*CASH FLOW ALLOCATION*).
- 32.3** On the Initial Subscription Date and on each Subsequent Subscription Date, the Management Company shall give the Custodian the instructions necessary for the payment of the purchase price of the Receivables that the Fund owes to the Seller to be withdrawn from the General Account on such date and to be credited to the Seller's relevant account.
- 32.4** On each Payment Date during the Normal Amortisation Period and the Accelerated Amortisation Period, the General Account shall be credited with the sums received from the Seller on such date under the Receivables.

**32.5** On each Payment Date during the Normal Amortisation Period and the Accelerated Amortisation Period, the amount of sums that the Fund owes to its creditors shall be withdrawn from the General Account, provided such sums have not already been paid by way of set-off in accordance with the applicable provisions of these Fund Regulations and any other contract binding the Fund, if any.

### **33 CASH INVESTMENT RULES**

**33.1** The Management Company, or any entity acting under its control and responsibility, shall be entitled to invest sums that are temporarily available and not yet allocated that are credited to the General Account in accordance with the provisions of this clause.

**33.2** Sums that are temporarily available and not yet allocated that are credited to the General Account may be invested, in accordance with the applicable laws, only in the following financial products or instruments:

- (a) deposits with a credit institution whose registered office is in a State that is a party to the European Economic Area agreement or a member of the Organisation for Economic Co-operation and Development, which may be repaid or withdrawn at any time at the Management Company's request;
- (b) treasury bonds;
- (c) the debt securities listed in Article R. 214 94, paragraph 2 of the French *Code monétaire et financier*, provided they are admitted to trading on a regulated market in a State that is a party to the European Economic Area agreement, except securities that directly or indirectly confer rights to the equity of any company;
- (d) negotiable debt securities;
- (e) the units or shares of undertakings for collective investment in transferable securities invested primarily in the debt securities listed in paragraphs (b), (c) and (d) above;
- (f) the units or shares of securitisation undertakings or similar entities under foreign law, other than its own units.

**33.3** It is hereby agreed that such sums may also be invested in any other investments that may subsequently be authorised by the laws in force, without the need to amend these Fund Regulations.

**33.4** As of the signature date of these Fund Regulations, the Management Company does not intend to appoint any cash manager for investing sums temporarily available of the Fund. However, the Management Company may at any time decide to appoint a cash manager for managing the Fund's available cash, in which case such cash manager shall act under the Management Company's control and responsibility.

### **34 DISSOLUTION AND LIQUIDATION**

**34.1** The Fund shall be dissolved on the Dissolution Date and liquidated at completion of the liquidation process which shall commence on the Dissolution Date.

**34.2** The Management Company, the Custodian and the statutory auditor shall continue to perform their duties until the end of the Fund's liquidation operations.

**34.3** The Management Company shall be responsible for liquidating the Fund and, for such purpose, has the broadest possible powers to liquidate the Fund's assets and pay the Fund's debts.

**34.4** The Management Company shall allocate the proceeds from the liquidation of the Fund's assets to the creditors of the Fund, in compliance with the provisions of Clause 29 (*CASH FLOW ALLOCATION*).

### **35 LIQUIDATION SURPLUS OR INSUFFICIENT ASSETS**

**35.1** In light of the Fund's structure, no liquidation surplus is expected.

**35.2** Nevertheless, in the event there is a liquidation surplus after the Fund is liquidated, such liquidation surplus shall be allocated to the Seller.

**35.3** If after the last Receivable that the Fund holds has been repaid in full, written-off or sold, the Management Company determines that the available cash of the Fund (including the proceeds from the sale of the investments made on behalf of the Fund) is insufficient to pay all debts that the Fund owes and/or to pay sums still owed pursuant to the applicable cash flow allocation rules, the Management Company shall inform the Unitholders and/or the other creditors that have not yet been repaid that the Fund's liquidation operations have been completed and have failed to generate sufficient assets.

### **36 ACCOUNTING RULES**

**36.1** Each year, the Management Company shall prepare the Fund's financial statements in accordance with applicable laws.

**36.2** The financial year shall last twelve (12) months, and shall begin on 1 January and end on 31 December.

**36.3** As an exception to the foregoing, the first financial year of the Fund shall begin on the Initial Issue Date and end on 31 December 2017.

**36.4** For accounting purposes, the value of each Receivable that is held by the Fund in each calendar month shall be determined on each Account Closing Date.

### **37 PERIODIC INFORMATION**

**37.1** At the end of each financial year, under the Custodian's control, the Management Company shall prepare the Fund's accounting documents, the list of which is set out in the instructions of the *Autorité des Marchés Financiers*.

**37.2** No later than four (4) months after the end of each financial year, under the Custodian's control and after verification by the statutory auditor, the Management Company shall prepare and publish a report on the Fund's activities during the financial year, the content of which is set out in the instructions of the *Autorité des Marchés Financiers*.

### **38 DISCLOSURE OF INFORMATION**

**38.1** Any Unitholder may obtain from the Management Company, at no cost, the General Regulations and these Fund Regulations.

- 38.2** Any Unitholder may obtain from the Management Company and the Custodian, at no cost, the activity reports referred to in Clause 37 (*PERIODIC INFORMATION*) as from the time they are published.
- 38.3** The above information shall be posted on the websites of the Management Company ([www.eurotitrisation.fr](http://www.eurotitrisation.fr)) and of the Custodian ([www.younited-credit.com](http://www.younited-credit.com)). It shall also be sent to the *Autorité des Marchés Financiers* in accordance with applicable laws.
- 38.4** The Management Company shall publish all information concerning the Receivables and the management of the Fund on the medium it deems the most appropriate to provide the most complete and precise information to the Unitholders. The Management Company shall publish any additional information as frequently as it deems most appropriate in light of the circumstances affecting the Fund.
- 38.5** The Management Company shall be responsible for responding to any requests for information that may be made by the Unitholders and the *Autorité des Marchés Financiers*.

## **39 RENEWAL, TERMINATION AND AMENDMENT**

- 39.1** The Management Company shall decide to renew, terminate or amend the contracts to which the Fund is a party, which shall be made in a writing document signed by both the Management Company and the Custodian.
- 39.2** These Fund Regulations may be amended only by the mutual agreement of the Custodian and the Management Company, provided the amendment in question does not affect the financial characteristics of the Units, except with the prior written agreement of the Unitholders. These Fund Regulations may be amended only by the mutual agreement of the Custodian and the Management Company.

## **40 GOVERNING LAW**

These Fund Regulations are governed by French law.

## **41 JURISDICTION**

The management Company and the Custodian irrevocably agrees that the *Tribunal de Commerce de Paris* shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Fund Regulations, including but not limited to, their validity, effect, interpretation or performance and for such purposes irrevocably submits to the jurisdiction of such court.

## **Schedule 1.**

### **Definitions**

**‘Accelerated Amortisation’** means the end of additional purchases of Receivables by the Fund after the occurrence of an Accelerated Amortisation Event which is continuing unremedied at the expiry of the agreed grace period.

**‘Accelerated Amortisation Event’** means any of the following events:

- (i) the Fund fails to pay any sum owed to any of its creditors (other than Unitholders) on the agreed due date, and this non-payment is not cured within a grace period of ninety (90) Business Days;
- (ii) Younited fails to pay the fees agreed in the Fees Letter, and this non-payment is not cured within a grace period of ninety (90) Business Days;
- (iii) a Fund Dissolution Event occurs;
- (iv) a Material Adverse Change occurs;
- (v) a Tax Event occurs; or
- (vi) an Arranger Event occurs; or
- (vii) Younited Sucursal en España is replaced as Servicer by the Back-up Servicer, in accordance with the provisions of the Transfer and Servicing Agreement.

**‘Accelerated Amortisation Period’** means the amortisation period of the Units, from the date an Accelerated Amortisation Event occurs until the date on which the Fund’s liquidation operations have been completed.

**‘Account Agreement’** means the account agreement entered into on or around the date hereof between the Settlement Bank and the Management Company, which provides for the operating terms and conditions for the General Account, as such agreement may be supplemented and/or amended if applicable.

**‘Account Closing Date’** means the last day of each calendar month.

**‘Actual Interest Amount’** means, in the case of a particular Unit, the amount of interest accrued under such Unit that the Fund owes to the holder of said Unit and that the Fund must pay to such holder in a deferred manner pursuant to the provisions of Clause F of the General Terms and Conditions (*Interest*).

**‘Ancillary Rights’** means all ancillary rights and privileges attached to the Receivables including, without limitation, the benefit of any third party insurance attached to the Receivables, but excluding those rights referred to under clause 4.3 of the Transfer and Servicing Agreement.

**‘Application Fees’** means the application fees that each Borrower pays the Seller in connection with the granting of the relevant Loan.

**‘Arranger’** means Younited, acting in its capacity as arranger for the structuring of the Fund and its activities.

**‘Arranger Event’** means the date on which any of the following events first occurs:

- (a) the expiry of a period of thirty (30) consecutive days during which the amount of Younited’s shareholders’ equity falls below €2,200,000 (two million two hundred thousand euros);

- (b) Younited ceases making payments, is dissolved or ceases doing business;
- (c) an order initiating any of the procedures provided for in Book VI of the French Commercial Code against Younited, after notice to the *Autorité de Contrôle Prudentiel et de Résolution* in application of the provisions of Article L.613-27 of the French *Code monétaire et financier*; or
- (d) Younited files a petition with the *Autorité de Contrôle Prudentiel et de Résolution* requesting that its authorisation be withdrawn.

**‘Available Funds’** means, on any given date, the amount equal to the sum of:

- (i) the Financial Proceeds available on the General Account on such date;
- (ii) the total cumulative amount of all sums that have actually been received in the General Account from all Borrowers under the Loans on such date; and
- (iii) all sums credited to the General Account on such date that are not allocated to the payment of the purchase price of Receivables that the Fund owes to the Seller.

**‘Back-up Servicer’** means any back-up servicer appointed to service and collect the Receivables in replacement of the Servicer.

**‘Back-up Servicer Fees’** means the costs, expenses and fees of the Back-up Servicer.

**‘Borrower’** means any borrower that has concluded a loan agreement with the Seller.

**‘Borrower Eligibility Criteria’** has the meaning given thereto in the Transfer and Servicing Agreement.

**‘Business Day’** means a day other than a public holiday, a Saturday or a Sunday on which payments in euros are made on the Paris interbank market and which is a TARGET2 Business Day.

**‘BUS Services Contract’** means any contract signed by the Management Company, Younited and the Back-up Servicer which establishes for the Fund the terms and conditions applicable to the servicing and collection of Receivables in the event of the replacement of Younited Sucursal en España or any third party as Servicer.

**‘Calculation Agent’** means Younited acting in its capacity as calculation agent, in accordance with the provisions of the Fund Regulations.

**‘Calculation Agent Fees’** means the calculation agent fees described in Schedule 2.

**‘Calculation Agent Report’** means the report containing all calculations that the Calculation Agent makes for purposes of the financial service of the Units for a particular Interest Period, and which the Calculation Agent delivers to the Management Company on each Calculation Date.

**‘Calculation Date’** means each business day prior to any Issue Date during which the Calculation Agent calculates the Unit Net Asset Value of each Unit.

**‘Costs and Fees’** means all Management Company Fees, Custodian Fees, Statutory Auditor Fees, Settlement Bank Fees, Calculation Agent Fees, Data Protection Fees, Servicing Fees and Exceptional Expenses. The ‘Costs and Fees’ are described in detail in Schedule 2.

**‘Custodian’** means Younited, in its capacity as custodian of the Fund’s assets, within the meaning of Article L.214-183-I of the French *Code monétaire et financier*.

**‘Custodian Fees’** means the Custodian fees described in Schedule 2.



**'Data Protection Agreement'** means the data protection agreement entered into on the date hereof between the Seller, the Management Company, the Custodian and the Data Protection Agent, which sets out the terms and conditions applicable to the encryption of the data received by the Management Company from the Servicer under the Transfer and Servicing Agreement, as supplemented and/or amended if applicable.

**'Data Protection Fees'** means the Data Protection Agent fees described in Schedule 2.

**'Dissolution Date'** has the meaning given thereto in Clause 6 (TERM).

**'Eligible Borrower'** means a Borrower which meets, on the relevant Transfer Date, the Borrower Eligibility Criteria.

**'Eligible Loan'** means a Loan which meets, on the relevant Transfer Date, the Loan Eligibility Criteria.

**'Eligible Receivable'** means a Receivable which meets, on the Transfer Date on which it is transferred to the Fund, the eligibility criteria set out in Clause 15.2 (Eligible Receivables).

**'Exceptional Expenses'** means any expense that the Fund is obliged to incur in the interests of the Unitholders (including, in particular, audit fees and legal fees).

**'Fees Letter'** means the letter pursuant to which Younited undertakes to pay and/or reimburse the Costs and Fees described in Schedule 2.

**'Financial Proceeds'** means the financial proceeds (including *inter alia* dividends, interest, capital gains and interest rate differentials) generated by the investment of the cash available on the General Account.

**'Founders'** means the Management Company and the Custodian, in their capacity as founders of the Fund.

**'Fund'** means the *fonds commun de titrisation* named 'FCT Younited Spain'.

**'Fund Dissolution Event'** means any of the following events:

- (i) it becomes illegal for the Fund to fulfil any of its obligations under any of the contracts to which it is a party;
- (ii) the Management Company is not replaced in accordance with the provisions of these Fund Regulations within a period of six (6) months from its resignation or the early termination of its duties; or
- (iii) the Custodian is not replaced in accordance with the provisions of these Fund Regulations within a period of six (6) months from its resignation or the early termination of its duties.

**'Fund Regulations'** means these regulations specifically applicable to the Fund.

**'General Account'** means the Fund's general account opened with Crédit Mutuel de Bretagne pursuant to the Account Agreement.

**'General Terms and Conditions'** means the general terms and conditions applicable to any Unit that the Fund issues or will issue, as set out in Schedule 3.

**'Initial Issue Date'** means a date chosen by the mutual agreement of Younited and the Management Company on which the Fund shall issue Units for the first time.

**'Initial Transfer Date'** means a date chosen by mutual agreement of Younited and the Management Company on which the Fund shall purchase Receivables for the first time.

**‘Information Date’** means a date two (2) Business Days before the Initial Subscription Date and any Subsequent Subscription Date, which is the date on which Younited, acting in its capacity as Calculation Agent, shall deliver to the Management Company (i) information about the transfer of Receivables that will occur on the Initial Transfer Date or the following Subsequent Transfer Date and the issue of the corresponding Units, (ii) the Unit Net Asset Value of each Unit as calculated on the Calculation Date prior to the relevant Information Date, and (iii) the amount of Available Funds on that date.

**‘Interest Period’** means, for the purposes of calculating the Actual Interest Amount for a particular Unit, the period between the Issue Date of such Unit (inclusive) and the first Payment Date following such Issue Date (exclusive).

**‘Interest Period End Date’** means, in the case of a particular Unit, the Payment Date on which the Interest Period applicable to said Unit ends.

**‘Investor’** means any investor holding an Investor Commitment.

**‘Investor Commitment’** means the undertaking of any Investor to subscribe for the Units that the Fund issues on each Issue Date, up to its Investor Maximum Commitment Amount.

**‘Investor Commitment End Date’** means the Issue Date on which any Investor Commitment is reduced to zero as a result of such Investor’s successive requests, if applicable, to reduce its Investor Commitment following the Management Company’s exercise, on each relevant Issue Date, of its Commitment Reduction Option, in accordance with the requirements of Clause 24 (*INVESTOR’S COMMITMENT*).

**‘Issue Date’** means the Initial Issue Date or a Subsequent Issue Date.

**‘Judicial Costs and Penalties’** has the meaning given thereto in Clause 30.

**‘Litigation Expenses’** has the meaning given thereto in Clause 30.

**‘Loan’** means any loan that the Seller makes to a Borrower.

**‘Loan Eligibility Criteria’** has the meaning given thereto in the Transfer and Servicing Agreement.

**‘Management Company’** means EuroTitrisation, in its capacity as the company appointed to manage the Fund and the Fund, within the meaning of Article L. 214-183-II of the French *Code monétaire et financier*.

**‘Management Company Fees’** means the Management Company fees described in Schedule 2.

**‘Material Adverse Change’** means any material change in the level of risk inherent to a Unit. Such change shall be deemed to have occurred if the Management Company determines that the Fund has borrowed funds in an amount greater than one (1) time the total outstanding amount of Units issued by the Fund and not yet amortised.

**‘Maturity’** means, in the case of a particular Unit, the period between the Issue Date on which such Unit was issued (inclusive) and the first Issue Date after such Issue Date (exclusive).

**‘Maturity Date’** means, with respect to a given Unit, the date that corresponds to the Issue Date immediately following the Issue Date for said Unit.

**‘Maximum Commitment Amount’** has the meaning given thereto in Clause 24.2.

**‘Maximum Commitment Reduction Amount’** has the meaning given thereto in Clause 24.4.

**‘Minimum Contractual Interest Rate’** means, for each Unit, the minimum interest rate that the Fund owes the holder of such Unit pursuant to the applicable Specific Terms and Conditions.

**‘Net Asset Value’** means the net value of the Fund’s assets, as calculated by the Management Company on each Calculation Date in accordance with the calculation principles set out in Schedule 6.

**‘Nominal Amount’** means the nominal amount of each Unit, as established on the Issue Date of such Unit.

**‘Normal Amortisation Period’** means the amortisation period of the Units, from the Initial Issue Date to the date on which the Fund’s liquidation operations have been completed, so long as no Accelerated Amortisation Event has occurred.

**‘Payment Date’** means, in the case of a given Unit, the Issue Date that follows the Issue Date of the relevant Unit and that corresponds to (i) the date on which the Management Company pays the Principal Repayment Amount under said Unit and (ii) the date on which the Actual Interest Amount of said Unit is owed by the Fund under said Unit, payment of which to the relevant Investor shall be deferred by the Fund as provided in the General Terms and Conditions. If such date is not a Business Day, the relevant Payment Date shall be postponed until the next Business Day.

**‘Placement Agreement’** means the placement agreement entered into on the date hereof between the Custodian, the Management Company and the Placing Agent, which sets out the terms and conditions applicable to the mandate of the Placing Agent, as supplemented and/or amended if applicable.

**‘Placing Agent’** means Younited, acting in its capacity as placing agent, in accordance with the provisions of the Placement Agreement.

**‘Placing Agent Fees’** means the Placing Agent fees described in Schedule 2.

**‘Principal Repayment Amount’** means, in the case of a particular Unit, the principal amount that the Fund owes the holder of such Unit and that the Fund is required to pay such holder on the Maturity Date of such Unit, (i) either by a set-off against the portion of the Subscription Price of new Units that such Investor subscribes and that must be paid on such date, in accordance with its Investor Commitment and in accordance with the terms and other conditions provided in the relevant Subscription Agreement, or (ii) using Available Funds that the Fund may allocate on such date to the repayment of the principal of such Unit, in accordance with the applicable cash flow allocation rules set out in Clause 29 (*CASH FLOW ALLOCATION*).

**‘Priority of Payments’** means the order of priority for payments that the Fund owes its creditors, as set out in Schedule 5 (*Priority of Payments*).

**‘Receivable’** means each receivable of the Seller that the Fund undertakes to acquire in accordance with the terms and conditions of the Transfer and Servicing Agreement, including all rights, security interest and guarantees in favour of the Seller in connection with the payment of all amounts due under the Receivables (in particular, all interest, all rights to take action against the Borrowers and all rights under insurance policies), except late payment penalties and Application Fees.

**‘Receivables Eligibility Criteria’** has the meaning given thereto in the Transfer and Servicing Agreement.

**‘Servicing Fees’** means the fees of the Servicer described in the Transfer and Servicing Agreement.

**‘Servicing Procedures’** means the ordinary servicing procedures of the Servicer, which has been communicated to the Management Company on or before the Initial Issue Date, as amended from time to time in accordance with the terms of the Transfer and Servicing Agreement.

**‘Settlement Bank’** means the credit institution with which the General Account, and any other bank account that may be opened, is opened in the Fund’s name. As of the signature date of the Fund Regulations, the Settlement Bank is *Crédit Mutuel de Bretagne*.

**‘Settlement Bank Fees’** means the Settlement Bank fees described in Schedule 2.

**‘Signature Date’** means the signature date of these Fund Regulations.

**‘Specific Terms and Conditions’** means the specific terms and conditions applicable specifically to each Unit that the Fund has issued or will issue, and which the Management Company shall draft in a form in accordance with the template appended hereto as Schedule 4.

**‘Statutory Auditor Fees’** means the statutory auditor fees described in Schedule 2.

**‘Subscription Agreement’** means the subscription agreement to be entered into by each Investor establishing the terms and conditions of the applicable Investor Commitment of any such Investor.

**‘Subscription Price’** means the subscription price for any Unit, which shall be equal to the Nominal Amount of such Unit.

**‘Subsequent Issue Date’** means each Thursday (or any other Business Day(s) chosen by the mutual agreement of the Management Company and the Custodian) after the Initial Issue Date, which is the date on which the Fund may, pursuant to the provisions of the Fund Regulations, issue Units to replace Units that are to be repaid on such Subsequent Issue Date. The Management Company shall establish the Specific Terms and Conditions of each of these new Units on the Subsequent Issue Date on which said Units are issued.

**‘Subsequent Transfer Date’** means each Thursday (or any other Business Day(s) chosen by mutual agreement of the Management Company and the Seller) after the Initial Transfer Date, which is the date on which the Fund will acquire the Seller’s Receivables in accordance with the Transfer and Servicing Agreement.

**‘TARGET2 Business Day’** means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer 2 (TARGET2) System is open.

**‘Tax Event’** means the creation of a new tax or levy after the Initial Issue Date that is imposed on the Fund’s Available Funds or the payments that the Fund owes to the Unitholders.

**‘Transfer and Servicing Agreement’** means the transfer and servicing agreement entered into on the date hereof between the Seller, the Management Company and the Custodian, which sets out the terms and conditions applicable to the transfer, servicing and collection of the Receivables, as supplemented and/or amended if applicable.

**‘Transfer Date’** means the Initial Transfer Date or any Subsequent Transfer Date.

**‘Transfer Deed’** means a deed of transfer substantially in the form set out in schedule 1 (*Form of Transfer Deed*) to the Transfer and Servicing Agreement.

**‘Unit’** means any unit that the Fund issues in accordance with these Fund Regulations.

**‘Unitholder’** means any holder, from time to time, of one or several Units.

**'Unit Net Asset Value'** means the Net Asset Value, as calculated by the Management Company on each relevant Calculation Date in accordance with the applicable provisions of the Fund Regulations, divided by the number of then outstanding Units and rounded to the lowest fourth decimal place.

## **Schedule 2. Costs and Fees**

### **Calculation Agent Fees**

As remuneration for the performance of its duties, the Calculation Agent shall receive an annual fee of 0.5 per cent. per annum of the outstanding principal balance of all Receivables transferred to the Fund by the Seller during the relevant fee computation period. This fee shall be paid weekly. The Fund shall pay the Calculation Agent each weekly instalment of this fee in accordance with the applicable Priority of Payments.

The Calculation Agent Fees also cover the fees due to Younited, acting as Data Protection Agent and Placing Agent, provided that in case of substitution of Younited as Calculation Agent, Data Protection Agent or Placing Agent subject to and in accordance with the relevant provisions of these Fund Regulations, the Data Protection Agreement or the Placement Agreement (as applicable), the Calculation Agent Fees shall cease to cover the fees due to, as applicable, the substitute Calculation Agent, the substitute Data Protection Agent or the substitute Placing Agent.

### **Management Company Fees**

As from the fifth anniversary date of the Initial Issue Date, the Management Company's fees will be adjustable, based on the positive fluctuations of the Syntec index.

As remuneration for the performance of its duties, the Management Company shall receive a fee that breaks down as follows:

- 1** On the Initial Issue Date, a €25 000 fee.
- 2** An annual management fee that is owed pro rata, shall be paid on each Payment Date and shall be equal to:
  - €23 000 per annum if the outstanding principal balance of all Receivables transferred to the Fund by the Seller during the relevant fee computation period is less than €20 000 000;
  - €25 000 per annum if the outstanding principal balance of all Receivables transferred to the Fund by the Seller during the relevant fee computation period is equal to or greater than €20 000 000 but less than €35 000 000;
  - €27 000 per annum if the outstanding principal balance of all Receivables transferred to the Fund by the Seller during the relevant fee computation period is equal to or greater than €35 000 000 but less than €50 000 000;
  - An amount equal to the sum of (i) €30 000 per annum and (ii) 0.003 per cent. per annum of the outstanding principal balance of all Receivables transferred to the Fund of all Receivables transferred to the Fund by the Seller during the relevant fee computation period, if the outstanding principal balance of all Receivables transferred to the Fund by the Seller during the relevant fee computation is equal to or greater than €50 000 000;

with "fee computation period" meaning, as relevant, the six-month period between the 1<sup>st</sup> of January and the 30<sup>th</sup> June of each year, or the six-month period between the 1<sup>st</sup> of July and the 31<sup>st</sup> December of each year. By exception the first computation period shall be the period from the date hereof and the 30<sup>th</sup> June 2017.

- 3 In the event that there is more than one weekly Transfer Date, each additional Transfer Date shall incur payment of a management fee of €150 per additional Transfer Date, which shall be owed and paid on each of the Payment Dates corresponding to each additional transfer.
- 4 For all exceptional duty, in particular in the event Younited (including Younited Sucursal en España) fails to perform any of its duties as Servicer, Custodian or Calculation Agent, the Management Company shall receive an exceptional fee calculated on the basis of time spent, which shall be owed and paid within a period of thirty (30) Business Days, upon production of an invoice and the corresponding supporting documentation. This exceptional fee shall be calculated on the basis of the following rate schedule:
  - (a) Member of senior management: €250 per hour;
  - (b) Experienced management employee: €150 per hour; and
  - (c) Other employee: €75 per hour.
- 5 In the event of a change in the Unit issuance structure or an amendment to the documentation, a management fee shall be negotiated in advance with Younited.
- 6 The Management Company shall be reimbursed upon presentation of the relevant documented invoices the amount of fees of all types that may be owed by the Fund or the Management Company in connection with the creation and management of the Fund including:
  - (a) the amounts due to the INSEE in connection with the attribution of a legal entity identifier to the Issuer, which are currently equal to (i) 150 Euros for the first year and (ii) 50 Euros each on an ongoing basis; and
  - (b) the annual fee (*redevance*) to the AMF, the amount of which is determined on the basis of a ministerial order (*arrêté ministériel*).
- 7 The Management Company shall be reimbursed upon presentation of the relevant documented invoices the amount of fees corresponding to its representation in Spain as set out in clause 7.2.4 of the Transfer and Servicing Agreement or in relation to any legal proceedings in Spain to which the Management Company, acting on behalf of the Fund, is brought.

### **Servicing Fees**

As remuneration for the performance of its servicing duties, as provided in the Transfer and Servicing Agreement, and in order to cover all of its expenses in connection with such duties, the Servicer shall receive Servicing Fees in the amount specified in the Transfer and Servicing Agreement.

### **Statutory Auditor Fees**

As remuneration for the performance of its duties, each year, the statutory auditor shall be paid a fee in the amount of €2,700 (including VAT), provided an invoice is received.

**Custodian Fees**

As remuneration for the performance of its duties, the Custodian shall receive a fee of € 1,000 (including VAT) per year, which shall be owed and paid pro rata on each Payment Date. The custodian's fee includes the remuneration paid to any delegates or subcontractors the Custodian may appoint, without the Fund incurring any liability in this respect.

**Exceptional Expenses**

Expenses that the Fund may be obliged to incur in the interest of the Unitholders which shall be owed and paid within a period of thirty (30) Business Days from the production of an invoice and the corresponding supporting documentation.

**Settlement Bank Fees**

As remuneration for the performance of its duties as provided in the Account Agreement, and in order to cover all of its expenses in connection with said duties, the Settlement Bank shall receive Settlement Bank Fees in the amount specified in the Account Agreement.

**INSEE Costs**

The fees due to INSEE for delivering (150€) and maintaining (50€) the Fund LEI code shall be paid by the Fund.



### **Schedule 3.**

#### **General Terms and Conditions**

For the purposes of this schedule, the capitalised terms defined hereafter shall have the meanings given thereto below or, failing this, in Schedule 1 to the Fund Regulations.

By subscribing for or purchasing any Unit issued by the Fund on the Initial Issue Date or any Subsequent Issue Date, the relevant Unitholder shall automatically be deemed to have accepted, without any reservation, condition or formality:

- (i) all of the General Terms and Conditions, as described in this schedule;
- (ii) all of the Specific Terms and Conditions agreed for the relevant Unit; and
- (iii) all provisions of the Fund Regulations.

#### **A. FORM AND TITLE**

- (i) The Units that the Fund issues are *instruments financiers* within the meaning of Article L. 211-1 of the French *Code monétaire et financier*, and *valeurs mobilières* within the meaning of Article L. 211-2 of the French *Code monétaire et financier*.
- (ii) Each Unit shall be issued in a dematerialised form which can be a 'nominatif pur' or 'nominatif administré' form.
- (iii) The Units shall be given an ISIN code no later than the Initial Issue Date.
- (iv) The Units are not and will not be rated, and are not and cannot be admitted for trading on a regulated market. Furthermore, the Units will not be the subject of a public offering, but of a private placement.
- (v) The Units issued or to be issued by the Fund may, as the case may be, be divided into fractions of Units - tenths, hundredths, thousandths, ten-thousandths or even of millions of Units - known as 'fractions of Units'. In the event Units issued by the Fund are divided in 'fractions of Units', all provisions of these Fund Regulations which apply to the Units are equally applicable to the 'fractions of Units'.

#### **B. NOMINAL VALUE**

The nominal value of each Unit shall be specified in the Specific Terms and Conditions applicable to such Unit.

#### **C. MATURITY**

Each Unit has a Maturity that covers the period between its Issue Date and the Payment Date immediately after such Issue Date, as specified in the Specific Terms and Conditions applicable to such Unit.

#### **D. SPECIAL TERMS AND CONDITIONS**

Units may be issued on the Initial Issue Date or any Subsequent Issue Date.

Each Investor shall subscribe for each Unit pursuant to the provisions of its Subscription Agreement.

Each Unit shall in all cases be governed by the General Terms and Conditions and the Specific Terms and Conditions applicable to such Unit. The General Terms and Conditions and such Specific Terms and Conditions form an indivisible contractual whole.

**E. RANK**

- (i) On each relevant Payment Date, the Fund shall pay amounts owed as principal or interest under the Units in accordance with the cash flow allocation rules set out in Clause 29 (*CASH FLOW ALLOCATION*).
- (ii) The Fund does not intend to issue new debt instruments and/or units with a rank higher than the Units.

**F. INTEREST**

- (i) The Specific Terms and Conditions applicable to a particular Unit shall in all cases specify the Issue Date, the Minimum Contractual Interest Rate, the Nominal Value and Maturity of such Unit.
- (ii) The principal amount of each Unit shall bear interest during the entire Interest Period. The Actual Interest Amount that the Fund owes under a Unit shall not be less than the Minimum Contractual Interest Rate applied to the principal of the relevant Unit. Such Actual Interest Amount payable under a Unit shall be calculated by the Calculation Agent on the Information Date that precedes the Interest Period End Date applicable to the relevant Unit, and shall be equal to the difference between such Unit's Net Asset Value, calculated on said Information Date, and such Unit's Nominal Amount on its Issue Date.
- (iii) During the Normal Amortisation Period or the Accelerated Amortisation Period, the Actual Interest Amount that the Fund owes under a given Unit shall be owed on the Interest Period End Date applicable to the relevant Unit.
- (iv) The Fund shall defer making payment to any Investor of the Actual Interest Amount that the Fund owes to any Investor on any Payment Date pursuant to the provisions of the Fund Regulations until the Investor Commitment End Date of such Investor. Such payment shall be made by a set-off against the portion of the Subscription Prices owed by such Investor on such date.
- (v) The cash flow allocation rules applicable to the Fund for purposes of paying interest owed under the Units are set out in Clause 29 (*CASH FLOW ALLOCATION*) of the Fund Regulations.

## **G. AMORTISATION**

- (i) During the Normal Amortisation Period, each Unit shall be repaid in an amount equal to its total principal amount, on its Maturity Date (i.e. the Payment Date following the Issue Date of said Unit), provided there are sufficient Fund's Available Funds on such date, and subject to the provisions of Clause I of the General Terms and Conditions (*Limited Recourse*).
- (ii) The Fund shall pay the Principal Repayment Amount that it owes to any Investor on any Payment Date pursuant to the provisions of the Fund Regulations by way of set-off against the portion of the Subscription Price that such Investor owes to it on such date. The payment of any balance owed shall be deferred until the Investor Commitment End Date of such Investor, in accordance with the applicable provisions of the Subscription Agreement entered into by such Investor.
- (iii) As an exception to the foregoing provisions, if at any time the Management Company becomes aware that an Accelerated Amortisation Event has occurred, it shall immediately stop the purchase of further Receivables from the Seller and shall proceed to the early repayment of the Units in an amount equal to the then Fund's relevant Available Funds, and in accordance with the applicable Priority of Payments, as of the Payment Date after the date on which it becomes aware of the occurrence of such Accelerated Amortisation Event, and on any subsequent Payment Date until the date on which the Fund's liquidation operations will have been completed. The start of the Accelerated Amortisation is irreversible.
- (iv) The cash flow allocation rules applicable to the Fund for purposes of amortising the principal of the Units are set out Clause 29 (*CASH FLOW ALLOCATION*) of the Fund Regulations.

## **H. PAYMENTS**

- (i) The payments of the Principal Repayment Amount that the Fund owes under the Units shall be made by the Fund, pursuant to the Management Company's instructions, on each Payment Date, in accordance with the applicable Priority of Payments, to the Unitholders registered on such date on the registers that the Custodian, acting in its capacity as Units registrar, keeps for such purpose.
- (ii) The payments of the Actual Interest Amount that the Fund owes under all Units that any Investor holds or has held shall be made by the Management Company, in a single instalment deferred until the Investor Commitment End Date of such Investor, in accordance with the applicable Priority of Payments.
- (iii) Payments of principal and interest under the Units held by any Investor shall be made by way of set-off on each date on which the Fund Regulations and the Subscription Agreement entered into by such Investor specify for such set-off.
- (iv) Payments of principal and interest under the Units are subject to the applicable tax statutes and regulations of the relevant jurisdiction. In the event that a statute or regulation applicable in a jurisdiction requires tax withholding, the Fund shall make the payments of principal and interest under the Units without being obliged to pay any additional amount in order to offset the consequences of such tax withholding.

**I. LIMITED RECOURSE**

- (i) By subscribing for or purchasing any Unit, each subscriber or purchaser of said Unit shall automatically be deemed to have waived all recourse against the Fund over and above the available sums that the Fund holds, in compliance with, for a given Maturity, the cash flow allocation rules set out in Clause 29 (*CASH FLOW ALLOCATION*) of the Fund Regulations.
- (ii) Furthermore, after the date on which the Fund's liquidation operations have been completed, the rights of a holder of any Unit to payment of any amount of interest and principal still outstanding under said Unit shall be automatically extinguished, such that the relevant holder shall cease to have any further recourse against the Fund, regardless of the amounts in question.

**J. RESTRICTIONS ON SUBSCRIBING FOR AND HOLDING UNITS**

Units shall only be offered to, transferred to or held by *clients professionnels* referred to in Article L.533-16 of the French *Code monétaire et financier*, or to foreign investors that belong to an equivalent category under the law of the country that applies to them.

**K. NOTICES AND NOTIFICATIONS**

- (i) From time to time, the Unitholders shall receive from the Management Company the information intended for Unitholders, as specified in the Fund Regulations.
- (ii) Any notice of meeting or notification shall be validly made to the Unitholders by delivering the notice and/or by posting it on the Management Company's site.

**L. GOVERNING LAW AND JURISDICTION**

- (i) The Units are governed by French law.
- (ii) The courts under the jurisdiction of the Paris Court of Appeal shall have jurisdiction over any dispute that may arise concerning the General Terms and Conditions and the Units.

**Schedule 4.**  
**Specific Terms and Conditions (Template)**

**FCT Younited Spain (the 'Fund')**

The terms defined in these Specific Terms and Conditions shall have the meanings given thereto in the Fund Regulations and General Terms and Conditions dated 25 April 2017.

Headings	Specific Terms and Conditions
<b>Issue Date:</b>	[ ] 20[ ]
<b>Maturity:</b>	One calendar week
<b>Maturity Date:</b>	[ ] 20[ ]
<b>Form:</b>	Dematerialised [ 'nominative pur' / 'nominatif administré' ]
<b>Fraction:</b>	[ tenths, hundredths, thousandths, ten-thousandths or millionth ]
<b>Amount:</b>	Euro [ ]
<b>Number:</b>	[ ]
<b>Nominal amount (up to 4 decimal places):</b>	Euro [ ]
<b>Subscription Price:</b>	100%
<b>Minimum Contractual Interest Rate:</b>	1%
<b>ISIN:</b>	FR[ ]

The Fund, represented by the Management Company, accepts responsibility for the information contained in these Specific Terms and Conditions.

Executed in Paris, on [ ]

By: EuroTitrisation, Management Company

By: Younited, Custodian

## **Schedule 5. Priority of Payments**

On each Payment Date during the Normal Amortisation Period and the Accelerated Amortisation Period, the Management Company, shall allocate the Available Funds of the Fund to the payments listed below, according to a payment order of priority that varies depending on whether or not an Arranger Event has occurred (the '**Priority of Payments**').

### **Priority of Payments applicable before the occurrence of any Arranger Event:**

On each Payment Date during the Normal Amortisation Period and Accelerated Amortisation Period, and so long as no Arranger Event has occurred, the Management Company shall allocate the Fund's Available Funds to the following payments, in accordance with the following payment order of priority:

- 1) payment of Calculation Agent Fees owed on the relevant Payment Date;
- 2) *pari passu* and pro rata, payment to each Unitholder of the Principal Repayment Amount owed under each Unit held by such Unitholder on the relevant Payment Date; and
- 3) *pari passu* and pro rata, payment to each Unitholder of the Actual Interest Amount owed under each Unit held by such Unitholder on the relevant Payment Date.
- 4) only on the date the Fund's liquidation operations have been completed, and provided all amounts of interest and principal owed under all Units have been paid and repaid in full, payment to the Seller of the balance of the Fund's Available Funds (if any) on such Payment Date.

### **Priority of Payments applicable as from the occurrence of any Arranger Event:**

On each Payment Date during the Accelerated Amortisation Period as from the occurrence of any Arranger Event and thereafter, the Management Company, shall allocate the Fund's Available Funds to the following payments, in accordance with the following payment order of priority:

- 1) *pari passu* and pro rata, payment of the Litigation Expenses and/or the Judicial Costs and Penalties owed on the relevant Payment Date;
- 2) *pari passu* and pro rata, payment of the Management Company Fees (other than the Litigation Expenses and the Judicial Costs and Penalties) owed on the relevant Payment Date;
- 3) *pari passu* and pro rata, payment of the Statutory Auditor Fees owed on the relevant Payment Date;
- 4) *pari passu* and pro rata, payment of the Calculation Agent Fees, the Custodian Fees, the Data Protection Fees, the Placing Agent Fees and the Settlement Bank Fees owed on the relevant Payment Date;
- 5) *pari passu* and pro rata, payment of the Exceptional Expenses owed on the relevant Payment Date;
- 6) *pari passu* and pro rata, payment to each Unitholder of the Principal Repayment Amount owed under each Unit held by such Unitholder on the relevant Payment Date;
- 7) after repayment, in full, of all amounts of principal owed under all Units, *pari passu* and pro rata, payment to each Unitholder of the Actual Interest Amount owed under each Unit held by such Unitholder on the relevant Payment Date;

- 8) after repayment, in full, of all amounts of principal owed under all Units, *pari passu* and payment in full to each Unitholder of the Actual Interest Amount owed under each Unit held by such Unitholder on the relevant Payment Date, *pari passu* and pro rata, payment of the Servicing Fees owed on the relevant Payment Date; and
- 9) only on the date the Fund's liquidation operations have been completed, and provided all amounts of interest and principal owed under all Units have been paid and repaid in full, payment to the Seller of the balance of the Fund's Available Funds (if any) on such Payment Date.

**Schedule 6.**  
**Net Asset Value Calculation Rules**

The Net Asset Value shall be equal to the value of the investments that the Fund holds as assets on the relevant Calculation Date, reduced by the value of liabilities (excluding Units) on said Calculation Date.

Investment instruments that the Fund holds on each Calculation Date shall be valued at their book value, as determined by the Management Company, on the basis of the Loan classification rules and accounting rules communicated to the Management Company by Younited. Such classification rules and accounting rules may be amended every six months at the discretion of Younited.

On the date hereof, these rules are determined as shown below.

		<b>Provision to be applied</b>			
<b>Accounting situation of the Loan receivable</b>	<b>Provision Code</b>	<b>Principal in arrears</b>	<b>Interest in arrears</b>	<b>Accrued interest not yet due</b>	<b>Principal outstanding*</b>
Zero unpaid instalments (unpaid balance = zero)		0.00%	0.00%	0.00%	0.00%
1 unpaid instalment		0.00%	100.00%	100.00%	0.00%
2 unpaid instalments		0.00%	100.00%	100.00%	0.00%
3 unpaid instalments		0.00%	100.00%	100.00%	0.00%
34 unpaid instalments		0.00%	100.00%	100.00%	0.00%
5 unpaid instalments		0.00%	100.00%	100.00%	0.00%
6 unpaid instalments or more		100.00%	100.00%	100.00%	100.00%

\* A provision is applied to loans that are not 6 instalments in arrears on the basis of a model developed by Younited.



**SIGNATURE PAGE - FUND REGULATIONS**

Executed in Paris, on 25 April 2017.

In two (2) original copies:

**MANAGEMENT COMPANY**

EUROTITRISATION

By:



**Julien LELEU**  
Directeur Général

**CUSTODIAN**

YOUNITED

By:

