

Dated 29 June 2018

EUROTITRISATION
as the Management Company

YOUNITED
as the Custodian

**AMENDMENT AGREEMENT TO THE COMPARTMENT
REGULATIONS OF COMPARTMENT FCT YOUNITED FRANCE**

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AMENDMENT AGREEMENT TO THE FCT YOUNITED FRANCE COMPARTMENT REGULATIONS DATED 29 JUNE 2018, BETWEEN:

- (1) **EUROTITRISATION**, a *société anonyme* incorporated under the laws of France, duly authorised by the French financial markets authority under number GP-14000029 to manage alternative investment funds, whose registered office is located at Immeuble "LE SPALLIS", 12 rue James Watt, 93200 Saint-Denis, France, registered under number 352 458 368 RCS Bobigny, acting pursuant to its AIFM passport (the "**Management Company**"); and
- (2) **YOUNITED**, a *société anonyme* with a management board and a supervisory board incorporated under the laws of France, duly authorised as a credit institution (*établissement de crédit*), whose registered office is at 24, rue Drouot 75009 Paris, France, registered under number 517 586 376 RCS Nanterre (the "**Custodian**").

The entities listed above (and their respective successors and assigns) are collectively referred to as the "**Parties**" (and each, separately, a "**Party**").

INTRODUCTION:

- (A) On 18 October 2013, as amended on 16 April 2014 and 28 November 2014, the Parties entered into an agreement entitled "*Compartment Regulations of Compartment CONSERVATEUR LONG*" (the "**Compartment Regulations**" or the "**Amended Agreement**").
- (B) The Parties acknowledge and agree that the Compartment Regulations shall be amended in accordance with the terms of this amendment agreement (the "**Amendment Agreement**").

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS

Unless otherwise defined in this Amendment Agreement or the context requires otherwise, words and expressions used in this Amendment Agreement shall have the meaning ascribed to them in schedule 1 (*Definitions*) to the Compartment Regulations (as amended on the date hereof).

2 EFFECTIVENESS

This Amendment Agreement shall take effect on the date hereof (the "**Effective Date**").

3 AMENDMENT

The Parties hereby acknowledge and agree that, as from the Effective Date (included), the Amended Agreement shall be amended and restated so as to exclusively read as attached in Schedule 1 (*Amended Compartment Regulations*).

4 SINGLE AGREEMENT – CONTINUITY

This Amendment Agreement forms an integral part of the Amended Agreement and, accordingly, the provisions of the Amended Agreement and this Amendment Agreement constitute an indivisible and a single agreement. The provisions of the Amended Agreement shall, save as amended hereby, continue in full force and effect.

5 NO NOVATION

The Parties agree that in no event shall this Amendment Agreement be construed as or constitute a novation of the obligations contained in the Amended Agreement as executed on 18 October 2013.

6 GOVERNING LAW

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

7 JURISDICTION

The Parties hereby agrees that the *Tribunal de Commerce de Paris* shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Amendment Agreement and any non-contractual obligations arising in connection with this Amendment Agreement and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.

8 INVALIDITY OF ANY PROVISION

If any provision of the Amendment Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Amendment Agreement or of the Amended Agreement shall not be affected or impaired in any way.

Made in Paris, on 29 June 2018, in as many originals as Parties to this Amendment Agreement.

This Amendment Agreement is signed on its last page.

SCHEDULE 1
AMENDED COMPARTMENT REGULATIONS

COMPARTMENT REGULATIONS
of
COMPARTMENT FCT YOUNITED FRANCE

dated 18 October 2013
as amended on 16 April 2014, 28 November 2014 and 29 June 2018

EUROTITRISATION
as the Management Company

YOUNITED
as the Custodian

Content

1	DEFINITIONS.....	3
2	INTERPRETATION	3
3	RISK FACTORS.....	4
4	PROTECTION MECHANISMS	9
5	NAME	9
6	PURPOSE.....	9
7	TERM	10
8	MANAGEMENT COMPANY	10
9	CUSTODIAN	14
10	SERVICER.....	17
11	COMPARTMENT ACCOUNT BANK.....	20
12	PLACING AGENT.....	20
13	CALCULATION AGENT	21
14	STATUTORY AUDITOR.....	21
15	ASSETS OF THE COMPARTMENT	22
16	NATURE AND CHARACTERISTICS OF THE RECEIVABLES	24
17	TRANSFER PROCEDURES	28
18	CONDITIONS PRECEDENT TO THE TRANSFER OF RECEIVABLES	29
19	TRANSFER PRICE.....	29
20	MANAGEMENT AND COLLECTION OF THE PURCHASED RECEIVABLES	30
21	SAFE-KEEPING OF RECORDS	30
22	TERMINATION OF THE SERVICER'S MANDATE.....	30
23	ARRANGER EVENT	31
24	INVESTOR'S COMMITMENT.....	31
25	TERMS AND CONDITIONS APPLICABLE TO THE UNITS	32
26	RIGHTS AND OBLIGATIONS OF THE UNITHOLDERS.....	33
27	PAYMENTS TO THE UNITHOLDERS.....	33
28	BORROWINGS.....	34

29	CASH FLOW ALLOCATION	34
30	COSTS AND FEES	35
31	INDEMNIFICATION	35
32	GENERAL ACCOUNT	35
33	CASH INVESTMENT RULES.....	36
34	DISSOLUTION AND LIQUIDATION.....	37
35	LIQUIDATION SURPLUS OR INSUFFICIENT ASSETS	37
36	ACCOUNTING RULES.....	37
37	PERIODIC INFORMATION.....	37
38	DISCLOSURE OF INFORMATION	38
39	RENEWAL, TERMINATION AND AMENDMENT	38
40	GOVERNING LAW	38
41	JURISDICTION.....	38
	Schedule 1 . Definitions	39
	Schedule 2 . Costs and Fees	48
	Schedule 3 . General Terms and Conditions of the Senior Units	51
	Schedule 4 . Specific Terms and Conditions of the Senior Units (Template)	55
	Schedule 5 . Priority of Payments	56
	Schedule 6 . Net Asset Value Calculation Rules	58
	Schedule 7 . Terms and Conditions of the Residual Units.....	59

BETWEEN THE UNDERSIGNED:

- (1) **EuroTitrisation**, a *société anonyme* (limited company), whose registered office is located at 12, rue James Watt, 93200 Saint-Denis, 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 GP-14000029 to manage *fonds d'investissement alternatif* (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 Paris Trade and Companies Registry under number 517 586 376 (the "**Custodian**").

WHEREAS:

- (A) Eurotitrisation, in its capacity as Management Company, and Younited, in its capacity as Custodian, have jointly established a French *fonds commun de titrisation* named "Prêt d'Union" (the "**Fund**") governed by Articles L. 214-166-1 to L 214-186, L. 231-4, L. 231-7, D. 214-216-1 to D. 214-240 of the French *Code Monétaire et Financier* and the regulations of the Fund dated 18 October 2016, as amended and supplemented from time to time (the "**General Regulations**").
- (B) Pursuant to the General Regulations, Eurotitrisation, in its capacity as Management Company, and Younited, in its capacity as Custodian, have jointly established the compartment of the Fund known as "FCT Younited France" (the "**Compartment**") subject to and in accordance with the provisions of these compartment regulations (the "**Compartment Regulations**").

NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:

1 DEFINITIONS

The capitalised terms and expressions used in these Compartment Regulations have the meanings given thereto in Schedule 1 (*Definitions*).

2 INTERPRETATION

- 2.1** The titles of the Clauses (including their paragraphs) and the table of contents have been added exclusively to facilitate referral and shall not be used to interpret these Compartment Regulations. The Schedules hereto shall form an integral and substantive part of these Compartment Regulations.
- 2.2** In case of any inconsistency between the (a) the General Regulations and (b) these Compartment Regulations, the provisions of these Compartment Regulation shall prevail.
- 2.3** In these Compartment Regulations, unless expressly stated otherwise and unless the context requires otherwise:
 - (a) references to Clauses and Schedules shall be construed as references to the clauses and schedules of these Compartment Regulations;
 - (b) references to a Transaction Document includes a reference to its recitals and schedules;
 - (c) words in the plural shall cover the singular and vice versa;

- (d) references to the time of the day shall refer to Paris time;
- (e) unless expressly provided to the contrary, references to a day are references to a calendar day;
- (f) references to any person shall include its permitted assignee, transferee, successors or any person deriving title under or through it;
- (g) words appearing in a language other than English shall have the meaning ascribed to them under the law of the corresponding jurisdiction and such meaning shall prevail over its translation into English, if any;
- (h) where an obligation is expressed to be performed on a date which is not a Business Day such date shall be postponed to the first following day that is a Business Day unless, that day falls in the next month, in which case such date will be the first preceding day that is a Business Day;
- (i) references to any statutory provision or legislative enactment shall be deemed to also refer to any re-enactment, modification or replacement and to any statutory instrument, order or regulation made thereunder or under any such re-enactment;
- (j) references made to a receivable shall include a reference to the related ancillary rights and security, if any attached thereto;
- (k) references to any agreement, deed, arrangement or document shall be construed as reference to the relevant agreement, deed, arrangement or document as the same may have been, or may from time to time be, replaced, extended, amended, varied, supplemented or superseded;
- (l) unless expressly provided to the contrary, references to the Fund or the Compartment shall be deemed references to the Management Company acting in the name and on behalf of the Fund or the Compartment (as applicable), and references to the Management Company shall be deemed references to the Management Company acting in the name and on behalf of the Fund or the Compartment (as applicable);
- (m) any reference to the word “from” with respect to a date means from and including such date and the words “to” and “until” a given date each means to but excluding such date;
- (n) the word “or” is not exclusive;
- (o) period of days shall be counted in calendar days unless Business Days are expressly prescribed; and
- (p) the words “herein”, “hereof” and “hereunder” and other words of similar impact refer to these Compartment Regulations as a whole;
- (q) references to the “date hereof” shall be deemed references to 18 October 2013.

3 RISK FACTORS

- 3.1** Potential investors are invited to consider the following risk factors before making a decision to invest in the Units that the Compartment issues.
- 3.2** The Arranger, the Management Company and the Custodian consider that, as at the Amendment Date, the following risks are the main risks inherent in the legal nature of the

Compartment, 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 at this date, are not known or are not considered material, may have a significant impact on the Compartment, 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 Compartment's liabilities

Complexity of the structure

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

Recourse limited to the Compartment's assets

The cash flows generated by the Compartment'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 Compartment only.

The recourse of Unitholders for the payment of principal and interest is limited to the Compartment'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 Compartment 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 Compartment's assets. Unitholders have no recourse against the Compartment or the Borrowers, nor any right to take legal action against them for the purpose of collecting sums owed under the Units that the Compartment holds as assets or the Purchased Receivables.

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

Furthermore, there is a risk that certain services necessary to the Compartment'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 Compartment to pay the sums owed to the Unitholders.

There is therefore a risk that the Compartment's assets will not enable the Compartment 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 Compartment 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 Compartment owes the Unitholders is subject to a deduction of tax or tax withholding, the Compartment 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 Compartment's assets, as well as the estimates, projections and forecasts about the Compartment'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 Compartment's assets

Risks associated with the nature of the Compartment's assets

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

In principle, the Purchased 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 Compartment under a Purchased Receivable, the Compartment 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 Compartment.

Accordingly, there is a risk that the Compartment's assets will not enable the Compartment 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 France is specific and associated risks may not be similar to other consumer credit markets in Europe. Any deterioration in the economic condition in France 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 France and of the French consumer credit market.

Risks associated with late payment by Borrowers

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

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

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

Possible delays in enforcing ancillary rights

Unitholders are hereby informed that the Compartment's servicer on the Compartment's behalf bears the risk of delays in enforcing the rights attached to the Purchased 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 selection (scoring) procedures.

Nevertheless, no representation or warranty is given by any person (including the Compartment) to the Unitholders that the selection of Borrowers is adequate in light of their respective investment objectives. Neither Younited, the Management Company, the Custodian nor the Compartment 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 Compartment with respect to the Purchased Receivables held by the Compartment 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 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, 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.

Neither Younited, the Management Company, the Custodian nor the Compartment does verify the information that Borrowers provide to Younited 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 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 Compartment's activity. Certain control services are or may be outsourced by the Compartment and Younited 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 Compartment and Younited, in particular their control duties. The consequences of such errors may have a negative impact on the Compartment's activity, the collection of the Purchased Receivables or the selection of Borrowers.

No representation or warranty is given by any person (including the Compartment) 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 Compartment is based in part on the ability of Younited to attract a sufficient number of Borrowers. If Younited 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 Compartment 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 ceases to act as servicer of the Compartment or is replaced by a back-up servicer, its replacement and the communication of necessary information in connection with the servicing and collection of Purchased Receivables may be delayed. Such delays could prevent the Compartment 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 Compartment and (ii) Younited will act as originator and servicer of the Compartment. It is possible that its interests pursuant to these various functions could diverge.

Conflicts of interests may also arise due to the fact that Younited has entered into several securitisation transactions to refinance French law consumer loans it has originated and that it is entitled to transfer to French *fonds communs de titrisation* (other than the Compartment) receivables having the same characteristics as those receivables which will be purchased by the Compartment. To mitigate this risk, Younited will select the receivables which are to be purchased by the Compartment according to an internal process to ensure that such selection is not adverse.

Operational risk

There is an operational risk with respect to Younited due to the combination of its combined functions as (i) Arranger, registrar for the Units and Custodian of the Compartment, (ii) originator and servicer of the Compartment and (iii) Placing Agent.

In addition, performance of Younited's obligations under the Transaction Documents are subject to the risk that any proceeding governed by Book VI of the French *Code de commerce* or any equivalent procedure governed by any foreign law (*procédure équivalente sur le fondement d'un droit étranger*) is opened against Younited.

4 PROTECTION MECHANISMS

- 4.1** Risks associated with the Purchased Receivables and the ability of the Compartment to fulfil its obligations are mitigated:
- (a) by the representations and warranties of Younited, as Seller 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.
- 4.2** For each Unit, no assurance can be given that the guarantees and protection measures that may be set up for the benefit of the Compartment will be sufficient, in all circumstances, to protect it against the risks described in these Compartment Regulations.

5 NAME

The name of the Compartment is “FCT Younited France”.

6 PURPOSE

6.1 Purpose

- 6.1.1** The purpose of the Compartment is to purchase the Receivables and issue Units in accordance with the provisions of these Compartment Regulations.
- 6.1.2** The Compartment is not intended to be exposed to insurance risks or other risks by concluding financial contracts or contracts that transfer insurance risks.

6.2 Acceptance of the Compartment Regulations

- 6.2.1** By subscribing for or purchasing a Unit issued by the Compartment, the subscriber or purchaser shall automatically be deemed to have accepted the General Regulations and these Compartment Regulations, as well as any amendments that may be made thereto in accordance with the requirements of the General Regulations and these Compartment Regulations.
- 6.2.2** Therefore, it shall be the responsibility of each subscriber, purchaser or holder of a Unit issued by the Compartment to obtain prior information about the characteristics of the Compartment 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 Compartment.

7 TERM

- 7.1** The Compartment is established on the Closing Date. The Compartment shall be wound up on the date that the last Purchased 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 Compartment Dissolution Event (the “**Dissolution Date**”).
- 7.2** The purchase by the Compartment 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 Compartment.
- 7.3** The Dissolution Date may be postponed by an express extension in accordance with, and subject to, the provisions of clause 25 (*Régime des Modifications*) of the General Regulations.
- 7.4** The Dissolution Date may also be postponed by an express extension in accordance with the requirements of Clause 39 (*Renewal, Termination and Amendment*).
- 7.5** The Compartment’s term shall not exceed 99 years from the date hereof.
- 7.6** The Management Company shall start the liquidation of the Compartment as from the Dissolution Date.
- 7.7** The Management Company, the Custodian, the Compartment Account Bank and the statutory auditor shall continue to perform their duties until the completion of the Compartment liquidation operations after the Dissolution Date.

8 MANAGEMENT COMPANY

8.1 Legal authority

- 8.1.1** The Management Company shall manage the Compartment. It shall represent the Compartment 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 Compartment that arise from the Purchased Receivables and the contracts to which the Compartment is a party.
- 8.1.2** It is required to act in all circumstances in the interests of the Unitholders.
- 8.1.3** 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.

8.2 Duties

- 8.2.1** 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 Compartment. It shall ensure proper performance of such contracts, as well as these Compartment Regulations by the Compartment. If necessary, it shall renew or terminate such contracts in compliance with the laws and the applicable provisions of these Compartment Regulations and of said contracts;
 - (b) it shall ensure that, in all contracts concluded on behalf of the Compartment, 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 Compartment and that, consequently, it has no recourse against the Compartment over and above the available sums that the Compartment 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 proceed with the purchase of the Receivables offered for sell by the Seller subject to, and in accordance with, the provisions of the Transfer and Servicing Agreement;
- (d) 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;
- (e) on each Calculation Date, it shall calculate the Net Asset Value in accordance with the calculation rules set out in Schedule 6 (*Net Asset Value Calculation Rules*), as well as the Senior Unit Net Asset Value;
- (f) it shall perform the calculations referred to in Clause 29 (*Cash Flow Allocation*) and verify the amount of Costs and Fees;
- (g) 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 Compartment and acting by delegation of the Custodian, so that the debts of the Compartment are paid on their due date, up to the amount of the Compartment's available assets and in compliance with the applicable cash flow allocation rules set out in Clause 29 (*Cash Flow Allocation*) ;
- (h) it may decide to manage the available cash of the Compartment or, if necessary, appoint a cash manager to manage such available cash, in accordance with the provisions of these Compartment Regulations;
- (i) under the Custodian's supervision, 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;
- (j) 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 Compartment, subject to the conditions set forth in Clause 9.3;
- (k) it shall decide to wind up the Compartment if the requirements for such winding up, as provided for by the laws in force and/or these Compartment Regulations are met; it shall carry out liquidation operations for the Compartment;
- (l) 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;

- (m) it shall verify that sums owed to the Compartment 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 Compartment under said contracts;
- (n) 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
- (o) it shall publish on its website (www.eurotitrisation.fr) these Compartment Regulations, the activity reports in relation to the Compartment and any other report which would be required under laws and regulations applicable to alternative investment funds.

8.2.2 In the performance of its duties as set out in these Compartment 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.

8.3 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 de l'Autorité des Marchés Financiers*.

8.4 Replacement of the Management Company

8.4.1 The management of the Compartment may be transferred to another management company at any time during the Compartment'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 de l'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 Compartment;

- (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 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 Compartment 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) months 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 Compartment Regulations or, if no replacement is found within four (6) months from the Management Company's resignation, until the expiry of such four (6) months 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 within six (6) months from the Custodian's, or the Management Company's, initiative under the conditions set out in this Clause 8.4.1, the Compartment shall then be liquidated as from the delivery of the prior notice to the *Autorité des Marchés Financiers* referred to in this Clause 8.4.1.

8.5 Remuneration

8.5.1 As remuneration for the performance of its duties as provided in these Compartment Regulations, the Management Company shall receive the Management Company Fees, in accordance with the provisions of Schedule 2 (*Costs and Fees*).

8.5.2 This remuneration does not include any fees and expenses incurred for protecting the Compartment'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 Compartment and its ability to pay any amounts due to the Unitholders, prior consultation of the Unitholders.

8.5.3 The Management Company Fees shall be paid by the Compartment in accordance with the applicable Priority of Payments.

8.5.4 The Management Company may be paid certain exceptional fees, the amounts and terms of payment of which are described in Schedule 2 (*Costs and Fees*).

9 CUSTODIAN

9.1 Legal authority

9.1.1 Pursuant to Article L. 214-183-II of the French *Code monétaire et financier*, the Custodian shall be the custodian of the Compartment's assets.

9.1.2 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 de l'Autorité des Marchés Financiers*.

9.1.3 The Custodian shall perform the duties of registrar for the Units and ensure proper execution of the transactions in connection therewith.

9.1.4 The Custodian shall act in the best interest of the Unitholders.

- 9.1.5** 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 8.4 (*Replacement of the Management Company*).
- 9.1.6** 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.
- 9.1.7** In addition to the duties that the Custodian owes to the Compartment and its assets, as described in Article 323-53 *et seq.* of the *Règlement Général de l'Autorité des Marchés Financiers*, the Custodian shall:
- (a) on the Compartment's behalf, provide custody for the Compartment'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 Compartment's name has an overdrawn balance and inform the Management Company of all transactions in connection with such accounts; and
 - (c) deliver to the Management Company the information provided for in Articles 323-52 and 323-53 of the *Règlement Général de l'Autorité des Marchés Financiers*.
- 9.1.8** These Compartment Regulations constitute a "custodian agreement" for the purposes of Article 323-53 of the *Règlement Général de l'Autorité des Marchés Financiers*.
- 9.1.9** 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.
- 9.1.10** In performing its duties as provided for in these Compartment 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.

9.2 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 11 (*Compartment Account Bank*)
- (b) such delegation complies with applicable statutes and regulations, in particular the *Règlement Général de l'Autorité des Marchés Financiers*;
- (c) 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

- (d) the Custodian regularly and independently audits the delegate's performance of the duties delegated to it.

9.3 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 Compartment in the following circumstances:

- (a) at the Management Company's initiative in case of gross misconduct (*faute grave*) of the Custodian, 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 replacement of the Custodian by a new custodian appointed by the Management Company does not affect the level of security enjoyed by the Unitholders;
 - (vi) 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 Compartment 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) months period; and
 - (vii) 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 Compartment'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 these Compartment Regulations and in any other contract to which it is a party, and agree to be appointed as the new Compartment'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 Compartment Regulations or, if no replacement is found within six (6) months from the Custodian's resignation, until the expiry of such six (6) months 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 Compartment's assets in replacement of the Custodian.

9.4 Remuneration

9.4.1 As remuneration for the performance of its duties as provided in these Compartment Regulations, the Custodian shall receive the Custodian Fees, in accordance with the provisions of Schedule 2 (*Costs and Fees*).

9.4.2 This remuneration shall cover all expenses of the Custodian.

9.4.3 The Custodian Fees shall be paid by the Compartment in accordance with the applicable Priority of Payments.

9.4.4 The Custodian may be paid certain exceptional fees, the amounts and terms of which are described in Schedule 2 (*Costs and Fees*).

10 SERVICER

10.1 Appointment and duties of the Servicer

10.1.1 The Compartment 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 Purchased Receivables pursuant to the

Servicing Procedures and the terms and conditions of the Transfer and Servicing Agreement.

10.1.2 The Servicer shall, where appropriate, act as an independent agent in the name and on behalf of the Compartment 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:

- (a) to collect all amounts to be paid by the Borrowers in relation to the Purchased Receivables and to transfer all amounts in relation to the collection of the Purchased Receivables and all amounts payable by the Servicer under the Transfer and Servicing Agreement to the Compartment;
- (b) to do all things necessary for the collection and possible recovery of all the Purchased 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 Purchased Receivables were its own property;
- (c) 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 Compartment pursuant to any power of attorney to be granted by the Management Company to the Servicer upon its request;
- (d) to prepare and deliver all notices, communications and documents to be sent by the Compartment, in its capacity as owner of the Purchased Receivables, to the Borrower;
- (e) to the full extent permitted under any applicable law, to promptly deliver to the Management Company all data relating to the Purchased Receivables and the related collections which are necessary to the maintenance and updating of the Compartment's accounting books and records;
- (f) to comply with French anti-money laundering law and regulations;
- (g) to perform all other servicing activities and functions relating to the servicing and recovery of the Purchased Receivables not specified herein, which must be performed by the Servicer pursuant to the terms of all applicable laws and regulations;
- (h) to supply to the Management Company, within 180 days after the end of each financial year, its audited consolidated financial statements for that financial year;
- (i) to inform the Management Company as soon as possible after any change of any Younited's shareholder; and
- (j) to perform all its duties under the Transfer and Service 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.

10.1.3 All documents provided to the Servicer shall be held in safe custody by the Servicer on behalf of the Compartment.

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

10.2 Notification of Borrowers

10.2.1 If a Stop Purchase Event or a Servicer Termination Event occurs, the Servicer undertakes to notify in writing to all Borrowers the transfer of the Purchased Receivables, at its expenses and under the terms and conditions of the Transaction Documents, indicating (i) the details of the General Account or the account of the successor Servicer (if appointed) to which the Borrowers shall make their payments and (ii) the fact that all payments made or to be made by checks shall be expressed (or, if any, re-expressed) payable to the successor Servicer (if appointed) or the Compartment.

10.2.2 In addition, the Servicer shall stop cash in Borrower's checks, bills of exchanges or promissory notes held by or that it may hold and which are expressed to be payable to it.

10.2.3 If the Servicer has not given notice to the Borrowers of the transfer of the Purchased Receivables within thirty (30) days from the occurrence of a Stop Purchase Event or a Servicer Termination Event, the Management Company may give such notification or request the successor Servicer (if appointed) to proceed with such notification, at the expenses of the Seller.

10.3 Authority of the Servicer

10.3.1 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 Purchased Receivables in the name and on behalf of the Compartment, 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.

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

10.3.3 The Parties acknowledge that the Compartment will retain exclusive title, ownership and exclusive control of the Purchased 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 Purchased Receivables (or any income, receipts or revenues therefrom).

10.3.4 The Transfer and Servicing Agreement does not grant the Servicer any right or authority to create any obligation or liability on the Compartment or to bind the Compartment 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 under separate written documents.

11 COMPARTMENT ACCOUNT BANK

- 11.1** Prior to the establishment of the Compartment, the Management Company instructed the Custodian to open the General Account with Crédit Mutuel de Bretagne, in its capacity as Compartment Account Bank, in accordance with the provisions of the Account Agreement.
- 11.2** A securities account may be opened in association with the General Account.
- 11.3** As at the Amendment Date, the Compartment Account Bank is not rated. As at the Amendment Date, the short-term rating of the Crédit Mutuel Arkéa group, to which the Compartment Account Bank belongs, is A1 (Standard & Poor's).
- 11.4** If at any time during the existence of the Compartment, the Compartment Account Bank breaches its legal or contractual obligations in connection with the operation of the Compartment, 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 Compartment Account Bank and appoint a new credit institution to replace it, provided that:
- (a) such credit institution is willing to perform the duties and comply with the obligations of the Compartment Account Bank under terms acceptable to the Management Company and the Custodian;
 - (b) the new credit institution has a short-term rating of at least A2 (Standard & Poor's), F2 (Fitch) or P2 (Moody's); and
 - (c) the appointment does not affect the level of security enjoyed by the Unitholders.
- 11.5** As remuneration for the performance of the duties provided for in the Account Agreement, the Compartment Account Bank shall receive the Compartment Account Bank Fees, in accordance with the provisions of Schedule 2 (*Costs and Fees*). The Compartment Account Bank Fees shall be paid by the Compartment in accordance with the applicable Priority of Payments.

12 PLACING AGENT

- 12.1** In accordance with the Placement Agreement, the Placing Agent has been appointed by the Compartment in relation to the placement without firm commitment and to professional investors only of the Senior Units, pursuant to applicable French laws and regulations.
- 12.2** Subject to any provisions of the Placement Agreement, the Compartment shall have the option, but not the obligation, to issue Senior 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 Senior 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 Senior Units.
- 12.3** The Placing Agent shall represent the Senior Unitholders in its dealings with third parties and, in particular, with the Compartment and/or the Management Company.
- 12.4** Any consultation of the Senior Unitholders initiated by the Management Company in accordance with the relevant provisions of these Compartment Regulations shall be organized and carried out by the Placing Agent, acting for the benefit of the Senior Unitholders pursuant to the Placement Agreement.
- 12.5** As at the Amendment Date, the Placing Agent is Younited.

- 12.6** As remuneration for the performance of the duties, the Placing Agent shall receive the Placing Agent Fees, in accordance with the provisions of Schedule 2 (*Costs and Fees*). The Placing Agent Fees shall be paid by the Compartment in accordance with the applicable Priority of Payments.

13 CALCULATION AGENT

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

- (a) for each Transfer Date, perform the calculations with respect to the Purchased Receivables transferred to the Compartment and the corresponding Senior 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 Senior 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 Compartment exercises its Commitment Reduction Option in accordance with the provisions of Clause 24.4.

- 13.2** As at the Amendment Date, the Calculation Agent is Younited.

- 13.3** As remuneration for the performance of its duties as provided for in these Compartment Regulations, the Calculation Agent shall receive the Calculation Agent Fees, in accordance with the provisions of Schedule 2 (*Costs and Fees*). The Calculation Agent Fees shall be paid by the Compartment in accordance with the applicable Priority of Payments.

14 STATUTORY AUDITOR

- 14.1** 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 a period of six (6) financial years. The appointment of the statutory auditor may be renewed pursuant to the same conditions.

- 14.2** 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 Compartment 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 Compartment's financial statements for the Unitholders.

14.3 As remuneration for the performance of its duties to the Compartment, the statutory auditor shall receive the Statutory Auditor Fees, in accordance with the provisions of Schedule 2 (*Costs and Fees*). The Statutory Auditor Fees shall be paid by the Compartment in accordance with the applicable Priority of Payments.

14.4 Mazars has been appointed as the Compartment's first statutory auditor.

15 ASSETS OF THE COMPARTMENT

15.1 Composition of the assets

The Compartment's assets shall be comprised of:

- (a) the Purchased Receivables and related Ancillary Rights; and
- (b) the cash of the Compartment and Financial Proceeds generated by the investment thereof.

15.2 Sales or pledges of its assets by the Compartment

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

15.2.2 Purchased Receivables, 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 Compartment to fulfil its payment obligations under the Senior Units, in which case the relevant Purchased 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 Purchased Receivables shall be sold for the best price offered on the relevant secondary market; and
- (b) if such sale concerns Purchased Receivables that have been written-off, such Purchased Receivables shall be sold for at least a symbolic price of one (1) euro.

15.2.3 The sale price for the Purchased Receivables sold by the Compartment pursuant to the above provisions shall be credited to the General Account on the date of the sale of such Purchased Receivables.

15.3 Retransfer of Purchased Receivables which have become due and payable (*créance échue*) or entirely accelerated (*déchues de leur terme*)

In accordance with Article L. 214-169 of the French *Code monétaire et financier*, the Management Company may (but shall not be under the obligation to) offer to the Seller to repurchase Purchased Receivables which have become entirely due and payable ("*échues*") or have been entirely accelerated ("*déchues de leur terme*"), provided that the Seller shall in any case be free to accept or refuse such offer. The repurchase price of the Purchased Receivables repurchased by the Seller shall be agreed between the Compartment and the Seller on the basis of the value of such Purchased Receivables as registered in the balance sheet of the Compartment and which, for the avoidance of doubt, cannot in any case exceed an amount equal to the principal balance of such Purchased Receivables plus any accrued interest on such Purchased Receivables, on such date and

the Seller shall pay the corresponding repurchase price to the Compartment on the immediately following Payment Date.

15.4 Uncollectible Receivables

Before the occurrence of an Accelerated Amortisation Event, the Seller shall be entitled to request the Management Company to transfer back to it (without penalty) any Purchased Receivable which is an Uncollectible Receivables, together with their related Ancillary Rights. The transfer back to the Seller of the Uncollectible Receivables identified in the relevant request, together with their related Ancillary Rights, shall take place on the Payment Date following the delivery of such request. The purchase price of the Uncollectible Receivables repurchased by the Seller shall be the value of such Uncollectible Receivables, as registered in the balance sheet of the Compartment, provided that the Management Company and the Seller can also negotiate and agree any other purchase price.

15.5 Permitted Disposal

15.5.1 Before the occurrence of an Accelerated Amortisation Event, the Seller shall be entitled to request the Management Company to transfer back to it (without penalty) all or part of the Purchased Receivables, together with their related Ancillary Rights, pursuant to a Permitted Disposal on any Payment Date by sending a specific request to the Management Company. The purchase price of the Purchased Receivables repurchased by the Seller shall be an amount equal to the value of such Purchased Receivable as registered in the balance sheet of the Compartment, provided that, with respect to any Defaulted Receivable only, the Management Company and the Seller can also negotiate and agree any other purchase price.

15.5.2 The transfer back of any Purchased Receivables on any Payment Date pursuant to a Permitted Disposal is subject to the satisfaction of the following conditions precedent:

- (a) on the Calculation Date immediately preceding the relevant Payment Date, in the event the Permitted Disposal request concerns part and not all of the Purchased Receivables, the Seller shall select some of the Purchased Receivables and inform the Management Company, on such Calculation Date, of the selected Purchased Receivables;
- (b) the portion of Purchased Receivables in default of the relevant Purchased Receivables subject to the Permitted Disposal shall be equal to the portion of Purchased Receivables in default of the portfolio of Purchased Receivables held by the Compartment; and
- (c) no Accelerated Amortisation Event has occurred or will occur as a consequence of the relevant Permitted Disposal.

15.5.3 If, in the relevant request, the Seller indicates that the Permitted Disposal concerns all of the Purchased Receivables, such Permitted Disposal should trigger the liquidation of the Compartment.

15.6 Defaulted Receivables

Before the occurrence of an Accelerated Amortisation Event, the Seller shall be entitled to request the Management Company to transfer back to it (without penalty) any Purchased

Receivable which is a Defaulted Receivable, together with their related Ancillary Rights. The transfer back to the Seller of the Defaulted Receivables identified in the relevant request, together with their related Ancillary Rights, shall take place on the Payment Date following the delivery of such request. The purchase price of the Defaulted Receivables repurchased by the Seller shall be the value of such Defaulted Receivables, as registered in the balance sheet of the Compartment, provided that the Management Company and the Seller can also negotiate and agree any other purchase price.

16 NATURE AND CHARACTERISTICS OF THE RECEIVABLES

16.1 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.

16.2 Eligible Receivables

16.2.1 The Compartment may purchase only Receivable which are, on the applicable Transfer Date, Eligible Receivables.

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

- (a) the Receivable arise from an Eligible Loan;
- (b) the Receivable is owed by an Eligible Borrower;
- (c) the Receivable can be transferred and there is no legal or contractual restriction to such transfer;
- (d) the sale of the Receivable does not require the prior consent of any party which has not already been obtained;
- (e) 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 Compartment or the disclosure of information about the characteristics of the Receivable to it;
- (f) the Receivable is denominated in euros;
- (g) the Receivable is not payable in kind;
- (h) the payment of the Receivable is not subject to withholding tax or any deduction for tax;
- (i) 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;
- (j) the Receivable is consistent with its description set out in the relevant Transfer Deed;
- (k) the Receivable is existing, has not been repaid in whole and the Seller holds full title thereto;
- (l) 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;

- (m) with respect to any Receivable which is not a Re-securitised Receivable only, the Receivable is not subject to any set-off claim against a receivable owed to the relevant Borrower by the Seller;
- (n) 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;
- (o) with respect to any Receivable which is not a Re-securitised Receivable only, to the Seller's knowledge, the Receivable is not the subject of any dispute, whether concerning its principle or its amount;
- (p) with respect to any Receivable which is not a Re-securitised Receivable only, no late payments on the Receivable have been recorded;
- (q) the Receivable has not been prepaid in whole;
- (r) with respect to any Receivable which is not a Re-securitised Receivable only, the Receivable has not been prepaid in part;
- (s) with respect to any Receivable which is not a Re-securitised Receivable only, the Receivable has not matured and has not been accelerated;
- (t) with respect to any Receivable which is not a Re-securitised Receivable only, 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
- (u) with respect to any Receivable which is not a Re-securitised Receivable only, the Seller has not accounted the Receivable as a doubtful, disputed or defaulted receivable.

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

- (a) the Borrower is an individual of legal age under French 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;
- (b) the Borrower is domiciled in France;
- (c) the Borrower holds a bank account opened in his name with a bank duly authorised and regulated for the conduct of business in France;
- (d) with respect to any Receivable which is not a Re-securitised Receivable only, the Borrower is not recorded as a doubtful client in the Seller's accounts;
- (e) the Borrower is not an employee of the Seller;
- (f) with respect to any Receivable which is not a Re-securitised Receivable only, the Borrower (or the relevant co-borrower) is not registered in either the Banque de France's FICP file ("*fichier des incidents de remboursement des credits des particuliers*") or the FCC file ("*fichier central des chèques*");
- (g) with respect to any Receivable which is not a Re-securitised Receivable only, to the Seller's knowledge, the Borrower is not known to be insolvent;

- (h) 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;
- (i) with respect to any Receivable which is not a Re-secured Receivable only, 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; and
- (j) with respect to any Receivable which is not a Re-secured Receivable only, the Borrower is not the subject of over-indebtedness proceedings or any other equivalent proceedings with similar effects.

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

- (a) 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 or prior to the Closing Date;
- (b) 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, whether governed by provisions of Articles L. 311-1 *et seq.* of the French *Code de la consommation* or not;
- (c) the Loan is not intended to finance a real property purchase;
- (d) the Loan is governed by French law and the French courts have jurisdiction over any disputes that may arise therefrom;
- (e) any repayment grace period as may be granted under the Loan has expired;
- (f) the Loan provides that any instalment due by the Borrower is payable by way of automatic debit order;
- (g) the Loan was granted in accordance with the Seller's customary loan underwriting procedures;
- (h) with respect to any Receivable which is not a Re-secured Receivable only, the Seller is not in breach of any of its obligations under the Loan;
- (i) 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;
- (j) the Loan has been originated by the Seller after 22 October 2013; and

- (k) the Loan was granted to the Borrower for an initial maturity up to 96 months.

16.3 Representation and warranties of the Seller

In accordance with the Transfer and Servicing Agreement, the Seller has represented and warranted to the Compartment that, on the relevant Transfer Date:

- (a) each Receivable to be transferred to the Compartment on such Transfer Date complies with the Eligibility Criteria;
- (b) no procedures adverse to the Compartment were used by the Seller in selecting the Eligible Receivables from its existing eligible loan portfolio;
- (c) no untrue information has been or will be provided by it to the Compartment;
- (d) no loan agreement from which a Loan arises has been entered into as a consequence of any conduct constituting fraud of the Seller and, to the best of its knowledge, no loan agreement from which a Loan arises has been entered into fraudulently by the relevant Borrower.

16.4 Additional information

The Management Company shall be entitled to request from the Seller any additional information, which it reasonably deems necessary in connection with the purchase and assignment of the Receivables and the transfer of the Ancillary Rights in order to ensure that the Seller complies with its obligations under the Transaction Documents.

16.5 Modification in the Seller's scoring system

Prior to any significant modification of its internal scoring system, the Seller has undertaken to inform the Management Company of such modification and, after such modification has taken place, the Seller to make the information about such modification available to the Senior Unitholders, pursuant to the terms of the Transfer and Servicing Agreement.

16.6 Breach of Eligibility Criteria

16.6.1 In case the Management Company or the Seller becomes aware that any of the representations or warranties set out in Clause 16.3 (*Representation and warranties of the Seller*) given or made by the Seller was false or incorrect by reference to the facts and circumstances existing on the relevant Transfer Date, the Management Company or the Seller, as applicable, will promptly inform the other party of such non-compliance.

16.6.2 In accordance with the Transfer and Servicing Agreement, such non-compliance will be remedied by the Seller, at the option of the Management Company but subject to prior consultation with the Seller, by either:

- (a) declaring the rescission (*résolution*) of the transfer of the non-compliant Receivables, which shall take effect on the Transfer Date following the date on which the non-compliance of those Receivables was notified by a party to the other; the amount payable by the Seller to the Compartment on such Transfer Date as a consequence of such rescission will be equal to the Non-Compliance Rescission Amount;

- (b) proceeding with the substitution of such non-compliant Receivables with one or several substitute Receivable(s) (in respect of which the Seller shall make the same representations and warranties) to be transferred by the Seller to the Compartment on the Transfer Date following the date on which the non-compliance of those Receivables was notified by a party to the other; or
- (c) the payment of an indemnity to the Compartment in an amount equal to the Non-Compliance Rescission Amount for the loss suffered by the Compartment and resulting from such breach.

17 TRANSFER PROCEDURES

17.1 Undertaking to purchase

17.1.1 Subject to the conditions of the Transfer and Servicing Agreement, the Compartment 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 relevant Transfer Date.

17.1.2 Notwithstanding any other provision, the Seller shall not be obliged to sell any Receivable to the Compartment and shall select the Receivables it wishes to sell to the Compartment.

17.2 Transfer Deed

The offer to transfer Eligible Receivables on the relevant Transfer Date shall be made by the Seller by delivering to the Management Company a Transfer Deed complying with the provisions of the French *Code monétaire et financier*, together with a computer file ("**Transfer File**") identifying and individualising ("*désignant et individualisant*") each Receivable to be transferred by the Seller, in accordance with the Transfer and Servicing Agreement. The Seller, the Management Company and the Custodian agree that they have the possibility to use, generate, transfer, sign, record and keep in custody Transfer Deeds by using Deedigital Box.

17.3 Effect of Transfer

17.3.1 The Ancillary Rights related to any Receivable transferred by the Seller on any Transfer Date and identified in any Transfer Deed shall, without any formality and without any requirement in terms of identification of the same in the corresponding Transfer Deed, be as of right transferred to the Compartment (as ancillary rights to such Receivables) and enforceable on the date of delivery of such Transfer Deed.

17.3.2 The transfer of the Receivables shall be valid between the Compartment and the Seller and enforceable against third parties, without any further formalities, as at the date affixed on the Transfer Deed upon its delivery to the Management Company, whatever the date on which the said Receivables came into existence or their maturity or due date and whatever the law governing the said Receivables or the debtors' place of residence ("*quelle que soit la date de naissance, d'échéance ou d'exigibilité des créances, sans qu'il soit besoin d'autre formalité, et ce quelle que soit la loi applicable aux créances et la loi du pays de résidence des débiteurs*").

17.4 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 Compartment.

18 CONDITIONS PRECEDENT TO THE TRANSFER OF RECEIVABLES

18.1 Subject to and in accordance with the Transfer and Servicing Agreement, on each Transfer Date, the Compartment shall, at the Seller's request, be bound to acquire any new Receivable offered to transfer by the Seller, provided that the following conditions precedent have been satisfied on that date:

- (a) the Receivable conforms all Eligibility Criteria on the relevant Transfer Date;
- (b) the Compartment was able to issue Senior Units and the nominal amount thereof enables refinancing the Loan from which such Receivable arises and, therefore, the Compartment is able to pay the entire amount of the transfer price for the Receivable;
- (c) the Senior Units that the Compartment issues to refinance the Loan from which the Receivable arises confer on the holders of such Senior Units the same rights as those conferred on other Senior Unitholders, except the specific rights specified in the Senior Units Specific Terms and Conditions applicable to the relevant Senior Unit; and
- (d) no Accelerated Amortisation Event has occurred and is continuing unremedied.

18.2 The Compartment shall not acquire any additional Receivables after the start of the Accelerated Amortisation Period.

19 TRANSFER PRICE

19.1 The Compartment shall acquire each Receivable, as well as the ancillary rights attached thereto which are transferred to the Compartment, for a transfer price equal to the amount of the principal outstanding under the Loan from which such Receivable arises on the relevant Transfer Date plus any undue and accrued interest for the period between (i) the date of origination of the Loan and (ii) the relevant Transfer Date. The entire amount of such transfer price shall be paid in full at once on the relevant Transfer Date.

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

19.3 On the basis of this information, on the relevant Transfer Date, the Compartment shall fund the entire amount of the transfer price of each Receivable acquired by the Compartment on such date from the proceeds of Senior Units that it will issue on such date.

19.4 As long as Younited acts as Servicer, the transfer price of the Receivables purchased by the Compartment on any Transfer Date shall be paid in full and in cash, provided that:

- (a) if the amounts owed by the Servicer in respect of the collections, recoveries or other proceeds made or realised under the Purchased Receivables on such Transfer Date is higher than such transfer price, the net amount shall be paid by the Seller to the General Account on such Transfer Date, subject to the consequences of any Stop Purchase Event; and

- (b) if the amounts owed by the Servicer in respect of the collections, recoveries or other proceeds made or realised under the Purchased Receivables on such Transfer Date is higher than such transfer price, the net amount shall be paid by the Compartment to the Seller on such Transfer Date, subject to the consequences of any Stop Purchase Event.

19.5 By way of exception to Clause 19.4 above, the transfer price of the Receivables purchased by the Compartment on any Transfer Date can be paid by way of set-off against the Subscription Price (if any) due by Younited, as subscriber of Senior Units, on such Transfer Date.

20 MANAGEMENT AND COLLECTION OF THE PURCHASED RECEIVABLES

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

20.2 The Servicer:

- (a) in collecting the Purchased 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 Compartment, the protective measures necessary to preserve the existence and value of the Purchased Receivables, in the same manner as it would do for its own receivables.

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 Purchased 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 Purchased 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 9.3 (*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 to subscribe for Senior Units that the Compartment issues on each Issue Date pursuant to its Investor Commitment during the applicable Investment Period and to pay the corresponding Subscription Price in accordance with Clause 24.3.
- 24.2** The Senior Units shall be subscribed by each Investor, up to the then applicable Maximum Commitment Amount.
- 24.3** In accordance with the relevant Subscription Agreement, the portion of the Subscription Price owed by the relevant Investor on each Issue Date for the Senior Units for which the Investor is required to subscribe on such Issue Date pursuant to its Investor Commitment shall be paid by way of set-off against the Principal Repayment Amount that the Compartment owes the Investor on such date under the Senior 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, the Compartment shall have the option of offering the Investor holding Senior 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 24 (*Investor's Commitment*). A reduction in the Maximum Commitment Amount may apply to a whole number of Senior Units or to the fraction of Senior 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 Senior Unit Net Asset Value of said Senior Units, as calculated the week prior to the relevant reduction date.
- 24.5** The Management Company may decide to exercise the Commitment Reduction Option on any given Issue Date (i) only after obtaining the prior agreement of the Seller 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 Compartment's Available Funds still available after making the payments owed to the Senior Unitholders on such date in accordance with the applicable Priority of Payments (the "**Maximum Commitment Reduction Amount**")
- 24.6** If the Investor wishes to take advantage of the Commitment Reduction Option, it shall submit a request therefor on the www.younited-credit.com website, and such requests shall indicate the number of Senior Units concerned by the Commitment Reduction Option.
- 24.7** Any request that the Investor makes during a calendar month after the Compartment exercises its Commitment Reduction Option 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 Compartment shall be entitled to use the Investor Commitment only up to the Maximum Commitment Amount of the relevant Investor as reduced. If no reduction request is made after the Compartment exercises its Commitment Reduction Option, the portion of the Compartment's Available Funds still available on such Issue Date shall be retained by the Compartment and may be allocated to the payment of the purchase price for Purchased Receivables that the Compartment owes to the Seller on such Issue Date, if such Issue Date is also a Transfer Date.

- 24.8** In the event that, on any Issue Date on which the Compartment exercises the Commitment Reduction Option, the amount of the Investor's reduction request exceeds the Maximum Commitment Reduction Amount calculated with respect to 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 with respect to such Issue Date. The Investor Commitment reduction thus reduced shall be expressed in euros (rounded to the next lowest euro).
- 24.9** 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 Compartment once again exercises the Commitment Reduction Option 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 Compartment 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 Compartment 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 Compartment are divided in "fractions of Units", all provisions of these Compartment Regulations which apply to the Units equally apply 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 of the Senior Units

- 25.3.1** On each Issue Date the Compartment shall issue Senior Units of the same class.
- 25.3.2** The Senior Units shall be subscribed by each Investor, up to the then applicable Maximum Commitment Amount, during the applicable Investment Period.
- 25.3.3** The characteristics of each Senior Unit are set out in the Senior Units General Terms and Conditions set out in Schedule 3 (*General Terms and Conditions of the Senior Units*) (applicable to all Senior Units) and the Senior Units Specific Terms and Conditions (applicable to such Senior Unit) drafted in accordance with the template appended hereto in Schedule 4 (*Specific Terms and Conditions of the Senior Units*). The Senior Units General Terms and Conditions shall in all cases be supplemented by the Senior Units Specific Terms and Conditions.

25.4 Terms and Conditions of the Residual Units

- 25.4.1** On the Closing Date, the Compartment has issued two (2) Residual Units in accordance with the provisions of article R. 214-221 of the French *Code monétaire et financier*.
- 25.4.2** The Residual Units are subscribed by Younited.
- 25.4.3** The characteristics of each Residual Unit are set out in the Residual Units Terms and Conditions set out in Schedule 7 (*Terms and Conditions of the Residual Units*) (applicable to all Residual Units).

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 Compartment, 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 Compartment's debts only up to the issue price of their respective Units.
- 26.4** The Unitholders may not request that the Compartment redeem their Units.
- 26.5** Each Unitholder may obtain from the Management Company, at no cost, a copy of these Compartment 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 Compartment Regulations, the applicable Terms and Conditions of the Units, as well as, if applicable, the relevant Subscription Agreement and the Investor Commitment of each Investor.
- 27.2** All payments that the Compartment owes and that are to be paid, in whole or in part, using the Compartment's assets shall be paid by the Compartment pursuant to the Management Company's instructions.

28 BORROWINGS

As at the Closing Date, the Compartment does not intend to make any borrowings. If the Management Company decides to conclude borrowings after the Closing Date, the conditions for such borrowings shall be determined by the Management Company and these Compartment 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 Senior Unit Net Asset Value of Senior Units;
- (b) the Compartment's 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 on the preceding Information Date, in accordance with the calculation rules set out in this clause.

29.3 The Management Company shall calculate the Compartment's 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 Purchased 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 Purchased Receivables that the Compartment 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 Compartment 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 Compartment 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 Compartment 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 Compartment 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 (*Costs and Fees*). The Costs and Fees shall be paid directly by the Compartment so long as no Arranger Event has occurred.
- 30.2** As of the occurrence of an Arranger Event, all Costs and Fees shall be paid by the Compartment in accordance with the applicable Priority of Payments.
- 30.3** 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 Compartment 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 Compartment, the Units or EuroTitrisation itself (in its capacity as Management Company of the Compartment or 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 Compartment or 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 Compartment’s 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** On each Issue Date, the proceeds generated by the issue of Units shall be deposited into the General Account, which the Management Company shall allocate to paying the purchase price of the Purchased Receivables owed by the Compartment to the Seller in accordance with the cash flow allocation rules set out in Clause 29 (*Cash Flow Allocation*).
- 32.2** On each Issue Date, the Management Company shall give the Custodian the instructions necessary for the payment of the purchase price of the Purchased Receivables that the Compartment owes to the Seller to be withdrawn from the General Account on such date and to be credited to the Seller’s relevant account.

32.3 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 Purchased Receivables.

32.4 On each Payment Date during the Normal Amortisation Period and the Accelerated Amortisation Period, the amount of sums that the Compartment 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 Compartment Regulations and any other contract binding the Compartment, 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 The Custodian shall remain responsible for safekeeping all the securities held on account in the name of the Compartment with the Compartment Account Bank and agrees to carry out, or procure the carrying out by the Management Company of the ensuing obligations, particularly the collection of dividends or coupons, the exercise of rights which are attached thereto and their amortisation or their repayment.

33.3 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.

33.4 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 Compartment Regulations.

33.5 As at the Amendment Date, the Management Company does not intend to appoint any cash manager for investing sums temporarily available of the Compartment. However, the Management Company may at any time decide to appoint a cash manager for managing

the Compartment'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 Management Company shall be responsible for liquidating the Compartment and, for such purpose, has the broadest possible powers to liquidate the Compartment's assets and pay the Compartment's debts.
- 34.2** The Management Company shall allocate the proceeds from the liquidation of the Compartment's assets to the creditors of the Compartment, in compliance with the provisions of Clause 29 (*Cash Flow Allocation*).

35 LIQUIDATION SURPLUS OR INSUFFICIENT ASSETS

- 35.1** In light of the Compartment's structure, no liquidation surplus is expected.
- 35.2** Nevertheless, in the event there is a liquidation surplus after the Compartment is liquidated, such liquidation surplus shall be allocated to the Seller.
- 35.3** If after the last Purchased Receivable that the Compartment holds has been repaid in full, written-off or sold, the Management Company determines that the Compartment's Available Funds are insufficient to pay all debts that the Compartment 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 Compartment'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 Compartment'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 Compartment shall begin on 18 October 2013 and end on 31 December 2014.
- 36.4** For accounting purposes, the value of each Purchased Receivable that is held by the Compartment 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 supervision, the Management Company shall prepare the Compartment'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 supervision and after verification by the statutory auditor, the Management Company shall prepare and publish a report on the Compartment'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 Compartment 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) and of the Custodian (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 Purchased Receivables and the management of the Compartment 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 Compartment.
- 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 any Transaction Documents, which shall be made in a writing document signed by both the Management Company and the Custodian, subject to the provisions of this Clause 39.
- 39.2** These Compartment Regulations may be amended only by the mutual agreement of the Custodian and the Management Company subject to the provisions of clause 31 of the General Regulations.

40 GOVERNING LAW

These Compartment Regulations are governed by French law.

41 JURISDICTION

Each of 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 Compartment 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 Event” means any of the following events (after expiry of any applicable grace period):

- (a) the Compartment 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;
- (b) The Compartment 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;
- (c) a Compartment Dissolution Event occurs;
- (d) a Material Adverse Change occurs;
- (e) a Tax Event occurs; or
- (f) an Arranger Event occurs; or
- (g) Younited 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 Senior Units, from the date an Accelerated Amortisation Event occurs until the date on which the Compartment’s liquidation operations have been completed.

“Account Agreement” means the account agreement entered into on or around the date hereof between the Compartment Account Bank and the Management Company, which provides for the operating terms and conditions for the General Account.

“Account Closing Date” means the last day of each calendar month.

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

“Amendment Date” means 29 June 2018.

“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 (i) any claim for late payment penalties owed by a Borrower under a Loan and (ii) any Application Fees that the Seller may invoice to the Borrower under a Loan.

“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 Compartment and its activities.

“Arranger Event” means the occurrence of any of the following events (after expiry of any applicable grace period):

- (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 *Code de commerce* 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.

“Authorised Signatory” means with respect to any party, any individual duly authorised to sign Transfer Deeds on behalf of such party.

“Back-up Servicer” means any back-up servicer appointed to service and collect the Purchased 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” means the eligibility criteria set out in Clause 16.2.3.

“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 Compartment the terms and conditions applicable to the servicing and collection of Purchased Receivables in the event of the replacement of Younited or any third party as Servicer.

“Calculation Agent” means Younited acting in its capacity as calculation agent, in accordance with the provisions of these Compartment Regulations.

“Calculation Agent Fees” means the calculation agent fees described in Schedule 2 (*Costs and Fees*).

“Calculation Agent’s 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 Information Date.

“Calculation Date” means each Business Day prior to any Issue Date during which the Management Company calculates the Senior Unit Net Asset Value of each Senior Unit.

“Closing Date” means 31 October 2013.

“Collections Report” means the report on the collection of Loans for the relevant collections period that the Calculation Agent delivers, in accordance with the provisions of the Regulations, to the Management Company on each Calculation Date.

“Commitment Reduction Option” has the meaning set out in Clause 24.4.

“Compartment” means the compartment entitled “FCT Younited France” which is established pursuant to these Compartment Regulations and the General Regulations.

“Compartment Account Bank” means Crédit Mutuel de Bretagne.

“Compartment Account Bank Fees” means the Compartment Account Bank fees described in Schedule 2 (*Costs and Fees*).

“Compartment’s Available Funds” means, on any given date, the amount equal to the sum of:

- (a) the Financial Proceeds available on the General Account on such date;
- (b) 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

all sums credited to the General Account on such date that are not allocated to the payment of the purchase price of Purchased Receivables that the Compartment owes to the Seller.

“Compartment Dissolution Event” means the occurrence of any of the following events:

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

“Compartment Regulations” means these regulations specifically applicable to the Compartment.

“Costs and Fees” means all fees and expenses (including any exceptional expenses) which are due to any Party under the Transaction Documents. The “Costs and Fees” are described in detail in Schedule 2 (*Costs and Fees*).

“Custodian” means Younited, in its capacity as custodian of the Compartment’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 (*Costs and Fees*).

“Deedgital Box” means the online electronic platform set out at [www. deedgital-box.com](http://www.deedgital-box.com) allowing the generation, signing, transfer and custody of receivables transfer form or any other electronic platform.

“Defaulted Receivable” means any Purchased Receivables:

- (a) which has more than three (3) unpaid instalments; and/or
- (b) in respect of which the related Borrower has filed a restructuring petition with an overindebtedness commission (*commission de surendettement des particuliers*).

“Dissolution Date” has the meaning ascribed to such term in Clause 7.1.

“Electronic Certificate” means any individual certificate (*certificat électronique*) provided by Deedgital Box to each Authorised Signatory upon such Authorised Signatory being registered as such on Deedgital Box.

“Electronic Transfer Date” means any Transfer Date on which the execution and delivery of a Transfer Deed is made pursuant to clause 11 (*Use of Deedgital Box*) of the Transfer and Servicing Agreement.

“Eligibility Criteria” means the Borrower Eligibility Criteria, the Loan Eligibility Criteria and the Receivable Eligibility Criteria.

“Eligible Borrower” means any Borrower which complies, on the Transfer Date on which an Eligible Receivable is to be transferred to the Compartment, with the Borrower Eligibility Criteria.

“Eligible Loan” means any Loan which complies, on the Transfer Date on which an Eligible Receivable is to be transferred to the Compartment, with the Loan Eligibility Criteria.

“Eligible Receivable” means any Receivable which complies, on the Transfer Date on which such Receivable is to be transferred to the Compartment, with the Eligibility Criteria.

“Exceptional Expenses” means any expense that the Compartment 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 (*Costs and Fees*).

“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.

“Fund” means the French *fonds commun de titrisation à compartiments* entitled "Prêt d'Union".

“General Account” means the general account opened in the name of the Compartment with the Compartment Account Bank, pursuant to the Account Agreement.

“General Regulations” means the general regulations of the Fund entered into by the Management Company and the Custodian on 18 October 2013.

“Information Date” means the date falling two (2) Business Days before any Issue Date, which is the date on which the Calculation Agent shall deliver to the Management Company (i) information about the transfer of Receivables that will occur on the following Transfer Date and the issue of the corresponding Senior Units, (ii) the Senior Unit Net Asset Value of each Senior Unit (iii) the amount of the Compartment's Available Funds on that date.

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

“Interest Period End Date” means, in the case of a particular Senior Unit, the Payment Date on which the Interest Period applicable to such Senior Unit ends.

“Investor” means any investor holding an Investor Commitment.

“Investor Commitment” means the undertaking of any Investor to subscribe for the Senior Units that the Compartment issues on each Issue Date, up to its 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*).

“Investor Period” means, in relation to an Investor Commitment, the period starting from the first Issue Date following the entry into force of such Investor Commitment and ending on, unless expressly agreed to the contrary in the Subscription Agreement entered into by the relevant Investor, on the earlier between (i) the Investor Commitment End Date and (ii) the date on which the Compartment liquidation operations are completed.

“Issue Date” means (i) the Closing Date and (ii) thereafter, each Thursday (or any other Business Day(s) chosen by mutual agreement of the Management Company and the Seller) on which the Compartment may, pursuant to the provisions of the Transaction Documents, issue Senior Units.

“Judicial Costs and Penalties” has the meaning given thereto in Clause 30 (*Costs and Fees*).

“Litigation” has the meaning given thereto in Clause 31.1 (*Indemnification*).

“Litigation Expenses” has the meaning given thereto in Clause 30 (*Costs and Fees*).

“Loan” means any loan that the Seller makes to a Borrower pursuant to a loan agreement.

“Loan Eligibility Criteria” means the eligible criteria set out in Clause 16.2.4.

“Management Company” means EuroTitrisation.

“Management Company Fees” means the Management Company fees described in Schedule 2 (*Costs and Fees*).

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

“Maturity” means, in the case of a particular Senior Unit, the period between the Issue Date on which such Senior Unit was issued (inclusive) and the Maturity Date applicable to such Senior Unit (exclusive).

“Maturity Date” means, with respect to a given Senior Unit, the maturity date on which such Senior Unit shall have been redeemed in full, as such date shall be specified in the Senior Units Specific Terms and Conditions applicable to such Senior Unit.

“Maximum Commitment Amount” means, in relation to any Investor, the limit to the Investor Commitment of such Investor (expressed as a total aggregate nominal amount in euros) as specified in the Subscription Agreement entered into by such Investor.

“Maximum Commitment Reduction Amount” has the meaning given thereto in Clause 24.5.

“Minimum Contractual Interest Rate” means, for each Senior Unit, the minimum interest rate that the Compartment owes the holder of such Senior Unit pursuant to the applicable Senior Units Specific Terms and Conditions.

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

“Nominal Amount” means, in relation to any Senior Unit, the nominal amount of such Senior Unit as specified in the Senior Units Specific Terms and Conditions applicable to such Senior Unit.

“Non-Compliance Rescission Amount” means all amounts paid by the Seller in connection with the termination or rescission of the assignment of any Receivables or the indemnity paid by the Seller, as the case may be, in respect of any Purchased Receivables which do not comply with the Eligibility Criteria, such amounts being equal to the outstanding principal balance of the relevant Receivable plus any accrued and unpaid outstanding interest and any other outstanding amounts of principal, interest, expenses and other ancillary amounts relating to that Receivable.

“Normal Amortisation Period” means the amortisation period of the Senior Units, from the Closing Date to the date on which the Compartment's liquidation operations have been completed, so long as no Accelerated Amortisation Event has occurred.

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

“Permitted Disposal” means a disposal by the Seller of any portfolio (in whole or in part) of Purchased Receivables by reference to a particular geography or product or sub-product type.

“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 (*Costs and Fees*).

“Principal Repayment Amount” means, in relation to a particular Senior Unit, the principal amount that the Compartment owes the holder of such Senior Unit and that the Compartment is required to pay such holder on the Maturity Date of such Senior Unit, (i) either by a set-off against the portion of the Subscription Price of new Senior 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 the Compartment's Available Funds in accordance with the applicable Priority of Payments.

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

“Purchased Receivable” means a Receivable which has been purchased by the Compartment and (a) which remains outstanding, (b) the purchase of which has not been rescinded (*résolu*) in accordance with the Transfer and Servicing Agreement and (c) which has not been sold by the Compartment in accordance with the Transfer and Servicing Agreement.

“Receivable” means each receivable of the Seller that the Compartment 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” means the eligibility criteria set out in Clause 16.2.2.

“Residual Unit” means each residual unit issued by the Compartment on the Closing Date in accordance with these Compartment Regulations, the terms and conditions of which are set out in the Residual Units Terms and Conditions.

“Residual Units Terms and Conditions” means the terms and conditions applicable to the Residual Units as set out in Schedule 7 (*Terms and Conditions of the Residual Units*).

“Re-securitised Receivable” means any Receivable which:

- (a) prior to the relevant Transfer Date, had been transferred by Younited to any compartment (*compartiment*) of the French mutual securitisation fund (*fonds commun de titrisation*) "Prêt d'Union" (other than the Compartment);
- (b) on or prior to the relevant Transfer Date, has been repurchased by Younited from any compartment (*compartiment*) referred in paragraph (a) above; and
- (c) remains outstanding.

“Seller” means Younited.

“Senior Unit” means any senior unit issued by the Compartment from time to time in accordance with these Compartment Regulations, the terms and conditions of which are set out in the Senior Units General Terms and Conditions and the applicable Senior Units Specific Terms and Conditions.

“Senior Units General Terms and Conditions” means the general terms and conditions applicable to any Senior Unit that the Compartment issues or will issue, as set out in Schedule 3 (*General Terms and Conditions of the Senior Units*).

“Senior 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 these Compartment Regulations, divided by the number of then outstanding Senior Units and rounded to the lowest fourth decimal place.

“Senior Unitholder” means any holder, from time to time, of one or several Senior Units.

“Senior Units Specific Terms and Conditions” means the specific terms and conditions applicable to a given Senior Unit that the Compartment issues or will issue, substantially in the form set out in Schedule 4 (*Specific Terms and Conditions of the Senior Units*).

“Servicer” means Younited.

“Servicer Termination Event” means the occurrence of any of the following events (after expiry of any applicable grace period):

- (a) failure on the part of the Servicer to deposit or pay any amount required to be paid or deposited, which failure continues unremedied for 10 (ten) Business Days after the due date thereof and cannot be attributed to *force majeure*;
- (b) failure on the part of the Servicer to observe or perform any other term, condition, covenant or agreement provided for under the Transaction Documents to which it is a party, and the continuation of such failure for a period of 10 (ten) Business Days following receipt by the Servicer of written notice from the Management Company requiring remedy of such failure;
- (c) any of the representations and warranties given by the Servicer, pursuant to the Transaction Documents, has been proved to be untrue, false or deceptive in any material respect;
- (d) the Servicer becomes subject to any applicable resolution or any proceedings governed by Book VI (*Livre VI*) of the French *Code de commerce*, and including also any equivalent or analogous proceedings under the laws of France;

- (e) it becomes unlawful for the Servicer to perform or comply with any of its obligations under the Transaction Documents to which it is a party; or
- (f) the Servicer is or will be unable to meet the current or future legal requirements for entities acting as servicers in the context of a securitisation transaction.

“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 Closing Date, as amended from time to time in accordance with the terms of the Transaction Documents.

“Statutory Auditor Fees” means the statutory auditor fees described in Schedule 2 (*Costs and Fees*).

“Stop Purchase Event” means the occurrence of any of the following events (after expiry of any applicable grace period):

- (a) the failure by the Seller or the Servicer to pay any amount owed to the Compartment, unless such non-payment is due to an administrative error, a failure of an external payment system or the failure of a clearing system used by the Seller/Servicer, unless such failure is remedied within three (3) Business Days from such non-payment date;
- (b) the failure by the Seller/Servicer to comply with any of its material information undertakings under the Transaction Documents, unless such failure is remedied within twenty (20) Business Days;
- (c) the failure of the Seller/Servicer to perform any of its material duty and/or obligation under the Transaction Documents, unless such failure is remedied within twenty (20) Business Days;
- (d) the Seller becomes unable or admits its inability to pay its debts as they fall due, or is deemed to or declared to be unable to pay its debts as they fall due or suspends making payments on its debts generally (or any class of them) or the Seller becomes subject to any applicable resolution or proceedings governed by Book VI (*Livre VI*) of the French *Code de commerce*;
- (e) the licence of the Seller as credit institution is withdrawn by the *Autorité de Contrôle Prudentiel et de Résolution*;
- (f) the Servicer agree to a substantial modification of its Servicing Procedures; and
- (g) the occurrence of an Accelerated Amortisation Event.

“Subscription Agreement” means the subscription agreement to be entered into between the Compartment and each Investor establishing the terms and conditions of the applicable Investor Commitment of such Investor.

“Subscription Price” means the subscription price for any Senior Unit, which shall be equal to the Nominal Amount of such Senior Unit.

“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 Closing Date that is imposed on the Compartment’s Available Funds or the payments that the Compartment owes to the Senior Unitholders.

“Terms and Conditions” means:

- (a) in relation to the Senior Units, the Senior Units General Terms and Conditions and the Senior Units Specific Terms and Conditions; and
- (b) in relation to the Residual Units, the Residual Units Terms and Conditions

“Transaction” means the securitisation transaction of the Compartment.

“Transaction Document” means any agreement entered into by any Parties in connection with the Transaction.

“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.

“Transfer Date” means (i) the Closing Date and (ii) thereafter, each Thursday (or any other Business Day(s) chosen by mutual agreement of the Management Company and the Seller).

“Transfer Deed” means a deed of transfer (*“bordereau de cession”*) substantially in the form set out in schedule 1 (*Form of Transfer Deed*) to the Transfer and Servicing Agreement.

“Transfer File” has the meaning set out in Clause 17.2 (*Transfer Deed*).

“Uncollectible Receivable” means any defaulted Receivable which remains in arrears after the Servicer has exhausted all available recovery procedures in accordance with the Servicing Procedures.

“Unit” means any Senior Unit or Residual Unit.

“Unitholder” means any holder, from time to time, of one or several Units.

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 0.30 per cent. per annum of the Net Asset Value of all Receivables transferred to the Compartment by the Seller during the relevant fee computation period, provided that the Management Company may agree to modify the amount of such fee upon the Calculation Agent's request.

The Calculation Agent can request a modification of the above fee on a quarterly basis, provided that the Calculation Agent Fee shall never exceed 2.00 per cent of the Net Asset Value of all Receivables transferred to the Compartment by the Seller.

This fee shall be paid on a monthly basis in accordance with the applicable Priority of Payments.
No Calculation Agent Fee.

Management Company Fees

On each anniversary date of the Amendment 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 Amendment Date, a €30 000 fee.
- 2 An annual management fee that is owed *pro rata*, shall be paid on each Payment Date and shall be equal to:
 - €35 000 per annum; *plus*
 - 0.006 per cent. per annum of the principal outstanding amount of all Receivables transferred to the Compartment by the Seller during the relevant fee computation period.
- 3 In case of use of Deedigital Box, the following fee shall be paid:
 - a flat fee of €5 000;
 - €500 due on each Payment Date; and
 - €15 for each Transfer Deed executed by using Deedigital Box.
- 4 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.
- 5 In the event of consultation of the Unitholders by the Management Company, a €2 000 fee shall be paid on the following Payment Date.
- 6 In the event of an amendment to the Transaction Documents, a €5 000 fee shall be paid on the following Payment Date.
- 7 In the event of a waiver requested by Younited, a €2 000 fee shall be paid on the following Payment Date.

- 8** In the event of the replacement of any party (other than the Servicer), a €7 000 fee shall be paid on the following Payment Date.
- 9** In the event of the replacement of the Servicer, a €10 000 fee shall be paid on the following Payment Date.
- 10** In the event of the liquidation of the Compartment:
- a €15 000 fee shall be paid, if the liquidation occurs within three years following the Amendment Date; or
 - thereafter, a €10 000 fee shall be paid.
- 11** For all other exceptional duty, 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.
- 12** 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.
- 13** 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 Compartment or the Management Company in connection with the creation and management of the Compartment including:
- (a) the amounts due to the INSEE in connection with the attribution of a legal entity identifier to the Compartment, 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*).

Servicing Fees

As remuneration for the performance of its servicing duties, the Servicer shall receive Servicing Fees in an amount equal to 0.3 per cent. per annum of the principal outstanding amount of all Receivables transferred to the Compartment by the Seller during the relevant fee computation period.

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 Compartment incurring any liability in this respect.

Exceptional Expenses

Expenses that the Compartment 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.

Schedule 3.

General Terms and Conditions of the Senior Units

For the purposes of this schedule, capitalised terms shall have the meanings given thereto or, failing this, in Schedule 1 to these Compartment Regulations.

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

- (a) all of the Senior Units General Terms and Conditions, as described in this schedule;
- (b) all of the Senior Units Specific Terms and Conditions agreed for the relevant Senior Unit; and
- (c) all provisions of the Compartment Regulations.

A. FORM AND TITLE

- (a) The Senior Units that the Compartment 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*.
- (b) Each Senior Unit shall be issued in a dematerialised form which can be a “*nominatif pur*” or “*nominatif administré*” form.
- (c) The Senior Units shall be given an ISIN code no later than the Closing Date.
- (d) The Senior Units are not and will not be rated, and are not and cannot be admitted for trading on a regulated market. Furthermore, the Senior Units will not be the subject of a public offering, but of a private placement.
- (e) The Senior Units issued or to be issued by the Compartment may, as the case may be, be divided into fractions of Senior Units - tenths, hundredths, thousandths, ten-thousandths or even of millions of Senior Units - known as “fractions of Senior Units”. In the event Senior Units issued by the Compartment are divided in “fractions of Senior Units”, all provisions of the Compartment Regulations which apply to the Senior Units are equally applicable to the “fractions of Senior Units”.

B. NOMINAL VALUE

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

C. MATURITY

Each Senior Unit has a Maturity that covers the period between its Issue Date and the Maturity Date specified in the Senior Units Specific Terms and Conditions applicable to such Senior Unit.

D. SPECIAL TERMS AND CONDITIONS

Senior Units may be issued on any Issue Date.

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

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

E. RANK

- (a) On each relevant Payment Date, the Compartment shall pay amounts owed as principal or interest under the Senior Units in accordance with the applicable Priority of Payments.
- (b) The Compartment does not intend to issue new debt instruments and/or units with a rank higher than the Senior Units.

F. INTEREST

- (a) The Senior Units Specific Terms and Conditions applicable to a particular Senior Unit shall in all cases specify the Issue Date, the Minimum Contractual Interest Rate, the Nominal Value and Maturity of such Senior Unit.
- (b) The principal amount of each Senior Unit shall bear interest during the entire Interest Period. The Actual Interest Amount that the Compartment owes under a Senior 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 Senior Unit shall be calculated by the Calculation Agent on the Information Date that precedes the Interest Period End Date applicable to the relevant Senior Unit, and shall be equal to the difference between such Senior Unit Net Asset Value, calculated on said Information Date, and the Nominal Amount of such Senior Unit on its Issue Date.
- (c) During the Normal Amortisation Period or the Accelerated Amortisation Period, the Actual Interest Amount that the Compartment owes under a given Senior Unit shall be owed on the Interest Period End Date applicable to the relevant Senior Unit.
- (d) The Compartment shall defer making payment to any Investor of the Actual Interest Amount that the Compartment owes to any Investor on any Payment Date pursuant to the provisions of the Compartment 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.
- (e) The cash flow allocation rules applicable to the Compartment for purposes of paying interest owed under the Senior Units are set out in Clause 29 (*Cash Flow Allocation*) of the Compartment Regulations.

G. AMORTISATION

- (a) During the Normal Amortisation Period, each Senior Unit shall be repaid in an amount equal to its total principal amount, on its Maturity Date, provided there are sufficient Compartment's Available Funds on such date, and subject to the provisions of Clause I (*Limited Recourse*) of the Senior Units General Terms and Conditions.
- (b) The Compartment shall pay the Principal Repayment Amount that it owes to any Investor on any Payment Date pursuant to the provisions of the Compartment 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.

- (c) 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 Senior Units in an amount equal to the then relevant Compartment's Available Funds, and in accordance with the applicable Priority of Payments, as at 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 Compartment's liquidation operations will have been completed. The start of the Accelerated Amortisation is irreversible.
- (d) The cash flow allocation rules applicable to the Compartment for purposes of amortising the principal of the Senior Units are set out Clause 29 (*Cash Flow Allocation*) of the Compartment Regulations.

H. PAYMENTS

- (a) The payments of the Principal Repayment Amount that the Compartment owes under the Senior Units shall be made by the Compartment, pursuant to the Management Company's instructions, on each Payment Date, in accordance with the applicable Priority of Payments, to the Senior Unitholders registered on such date on the registers that the Custodian, acting in its capacity as Senior Units registrar, keeps for such purpose.
- (b) The payments of the Actual Interest Amount that the Compartment owes under all Senior 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.
- (c) Payments of principal and interest under the Senior Units held by any Investor shall be made by way of set-off on each date on which the Compartment Regulations and the Subscription Agreement entered into by such Investor specify for such set-off.
- (d) Payments of principal and interest under the Senior 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 Compartment shall make the payments of principal and interest under the Senior Units without being obliged to pay any additional amount in order to offset the consequences of such tax withholding.

I. LIMITED RECOURSE

- (a) By subscribing for or purchasing any Senior Unit, each subscriber or purchaser of said Senior Unit shall automatically be deemed to have waived all recourse against the Compartment over and above the available sums that the Compartment holds, in compliance with, for a given Maturity, the applicable Priority of Payments.

- (b) Furthermore, after the date on which the Compartment's liquidation operations have been completed, the rights of a holder of any Senior Unit to payment of any amount of interest and principal still outstanding under said Senior Unit shall be automatically extinguished, such that the relevant holder shall cease to have any further recourse against the Compartment, regardless of the amounts in question.

J. RESTRICTIONS ON SUBSCRIBING FOR AND HOLDING SENIOR UNITS

Senior 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

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

L. GOVERNING LAW AND JURISDICTION

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

Schedule 4.

Specific Terms and Conditions of the Senior Units (Template)

FCT Younited France (the “Compartment”)

The terms defined in these Senior Units Specific Terms and Conditions shall have the meanings given thereto in the Compartment Regulations and Senior Units General Terms and Conditions dated 18 October 2013.

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

The Compartment, represented by the Management Company, accepts responsibility for the information contained in these Senior Units 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 Compartment's Available Funds to the payments listed below, according to a payment order of priority that varies depending on whether or not an Arranger Event has occurred.

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 Compartment'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 Management Company Fees owed on the relevant Payment Date;
- 2) *pari passu* and *pro rata*, payment of the Statutory Auditor Fees owed on the relevant Payment Date;
- 3) *pari passu* and *pro rata*, payment of the Calculation Agent Fees, the Custodian Fees, the Placing Agent Fees, the Servicing Fees and the Compartment Account Bank Fees owed on the relevant Payment Date;
- 4) *pari passu* and *pro rata*, payment of the Exceptional Expenses owed on the relevant Payment Date;
- 5) *pari passu* and *pro rata*, payment to each Senior Unitholder of the Principal Repayment Amount owed under each Senior Unit held by such Senior Unitholder on the relevant Payment Date; and
- 6) *pari passu* and *pro rata*, payment to each Senior Unitholder of the Actual Interest Amount owed under each Senior Unit held by such Senior Unitholder on the relevant Payment Date; and
- 7) only on the date the Compartment's liquidation operations have been completed and provided all amounts of interest and principal owed under all Senior Units have been paid and repaid in full, payment, as principal and interest, to the holder of the Residual Units of the balance of the Compartment'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 Compartment'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 Placing Agent Fees and the Compartment Account 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 Senior Unitholder of the Principal Repayment Amount owed under each Senior Unit held by such Senior Unitholder on the relevant Payment Date;
- 7) after repayment, in full, of all amounts of principal owed under all Senior Units, *pari passu* and *pro rata*, payment to each Senior Unitholder of the Actual Interest Amount owed under each Senior Unit held by such Senior Unitholder on the relevant Payment Date;
- 8) *pari passu* and *pro rata*, payment of the Servicing Fees owed on the relevant Payment Date; and
- 9) only on the date the Compartment's liquidation operations have been completed and provided all amounts of interest and principal owed under all Senior Units have been paid and repaid in full, payment, as principal and interest, to the holder of the Residual Units of the balance of the Compartment'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 Compartment holds as assets on the relevant Calculation Date, reduced by the value of liabilities (excluding Units) on said Calculation Date.

Investment instruments that the Compartment 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 Amendment Date, these rules are determined as shown below.

Accounting situation of the loan receivable	Provision to be applied				
	Principal outstanding	Principal in arrears	Interest in arrears	Accrued interest not yet due	
Zero unpaid instalment (unpaid balance =0	Provision on a basis of a model developed by Younited	0%	0%	100% and adjustments via Younited model	
1 unpaid instalment		100% and adjustments via Younited model	100% and adjustments via Younited model		
2 unpaid instalments			100%		
3 unpaid instalments or more					

Schedule 7.

Terms and Conditions of the Residual Units

For the purposes of this schedule, capitalised terms shall have the meanings given thereto or, failing this, in Schedule 1 to these Compartment Regulations.

By subscribing for or purchasing any Residual Unit issued by the Compartment on any Issue Date, the relevant residual unitholder shall automatically be deemed to have accepted, without any reservation, condition or formality:

- (a) all of the Residual Units Terms and Conditions, as described in this schedule;
- (b) all provisions of the Compartment Regulations.

A. FORM AND TITLE

- (a) The Residual Units that the Compartment 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*.
- (b) Each Residual Unit shall be issued in a dematerialised form which is “*nominatif pur*”.
- (c) The Residual Units are not and will not be rated, and are not and cannot be admitted for trading on a regulated market. Furthermore, the Residual Units will not be the subject of a public offering, but of a private placement.

B. NOMINAL VALUE

The nominal value of each Residual Unit is equal to 150 euros.

C. MATURITY

Each Residual Unit has a Maturity that covers the period between its Issue Date and the date of the end of the operations of liquidation of the Compartment.

D. RANK

On each relevant Payment Date, the Compartment shall pay amounts owed as principal or interest under the Residual Units in accordance with the applicable Priority of Payments.

E. INTEREST

Each Residual Unit shall bear indeterminate interest on its amount of principal, from the Issue Date to the date of the end of the operations of liquidation of the Compartment. The amount of interest due by the Compartment is due once, *in fine*, at the date of the end of the operations of liquidation of the Compartment. The cash flow allocation rules applicable to the Compartment for purposes of paying interest owed under the Residual Units are set out in Clause 29 (*Cash Flow Allocation*) of the Compartment Regulations.

F. AMORTISATION

The total principal amount of each Residual Unit shall be paid once, *in fine*, at the date of the end of the operations of liquidation of the Compartment. The cash flow allocation rules applicable to the Compartment for purposes of amortising the principal of the Residual Units are set out Clause 29 (*Cash Flow Allocation*) of the Compartment Regulations.

G. PAYMENTS

- (a) All payments that the Compartment owes under the Residual Units shall be made by the Compartment, pursuant to the Management Company's instructions, on each Payment Date, in accordance with the applicable Priority of Payments, to the residual unitholders registered on such date on the registers that the Custodian, acting in its capacity as Residual Units registrar, keeps for such purpose.
- (b) Payments of principal and interest under the Residual 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 Compartment shall make the payments of principal and interest under the Residual Units without being obliged to pay any additional amount in order to offset the consequences of such tax withholding.

H. LIMITED RECOURSE

- (a) By subscribing for or purchasing any Residual Unit, each subscriber or purchaser of said Residual Unit shall automatically be deemed to have waived all recourse against the Compartment over and above the available sums that the Compartment holds, in compliance with, for a given Maturity, the applicable Priority of Payments.
- (b) Furthermore, after the date on which the Compartment's liquidation operations have been completed, the rights of a holder of any Residual Unit to payment of any amount of interest and principal still outstanding under said Residual Unit shall be automatically extinguished, such that the relevant holder shall cease to have any further recourse against the Compartment, regardless of the amounts in question.

I. RESTRICTIONS ON SUBSCRIBING FOR AND HOLDING RESIDUAL UNITS

Residual 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.

J. NOTICES AND NOTIFICATIONS

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

K. GOVERNING LAW AND JURISDICTION

- (a) The Residual Units are governed by French law.

- (b) The courts under the jurisdiction of the Paris Court of Appeal shall have jurisdiction over any dispute that may arise concerning the Residual Units Terms and Conditions and the Residual Units.

SIGNATURE PAGE OF THE AMENDMENT AGREEMENT

EUROTITRISATION

as Management Company

By

Name:

Title:


Julien LELEU
Directeur Général

YOUNITED

as Custodian

By

Name:

Title:

