

**Arachide FCP**

*FONDS DE TITRISATION*

*COMPARTMENT 2*

**SPECIFIC MANAGEMENT REGULATIONS**

**2 October 2019**

	<b>Page</b>
1. Definitions .....	3
2. The Compartment.....	6
3. Investment policy and investment objectives.....	6
4. Risk factors.....	6
5. Payments .....	6
6. The Units .....	6
7. The Certificates .....	7
8. Charges and expenses.....	8
9. Taxation.....	9
Signatories .....	10

The information contained in these Specific Management Regulations must be read in conjunction with the complete text of the Management Regulations. Except as stated otherwise herein, the provisions of the Management Regulations fully apply to these Specific Management Regulations, and in particular the provisions of Article 17 (*Prohibition to petition for liquidation or to seize the assets of the Fund*) of the Management Regulations.

## 1. DEFINITIONS

In these Specific Management Regulations, unless specified otherwise, the following terms will have the following meanings:

**Administration Fee** means the annual administration fee of 0.06% p.a. calculated on the gross asset value of the Units outstanding which shall be paid to the Management Company.

**Article** means an article of these Specific Management Regulations or an article of the Management Regulations, as the context requires.

**Business Day** means a day (other than a Saturday and a Sunday) on which credit institutions are open for general business in Luxembourg and Frankfurt, Germany, and which is also a TARGET2 Day.

**Calculation Agent** means Oaklet GmbH, Frankfurt.

**Calculation Agent Fee** means the annual calculation agent fee of 0.10% p.a. calculated on the gross asset value of the Units outstanding, which shall be paid to the Calculation Agent.

**Cash Distribution** means any cash payment which shall be distributed to the Unitholders. The interest amount will be determined by the Calculation Agent in consultancy with the Coordinator and has no fixed calculation method. The interest amount cannot be negative.

**Notes** has the meaning ascribed to this term in Article 7 (*The Notes*) below.

**Compartment** means the Compartment 2 created pursuant to these Specific Management regulations and forming a separate co-ownership (*copropriété*) within the Fund where "compartment" has the meaning given to this term in articles 62 *et seq* of the Securitisation Act 2004).

**Compartment Assets** means all rights and assets allocated at any given time to the Compartment.

**Coordinator** means Aquila Capital Investmentgesellschaft mbH, a German private limited company with registered office at Valentinskamp 70, D-20355 Hamburg.

**Costs** means the following costs, which shall be borne by the Compartment and which shall be paid in the following order of priority:

- (i) *firstly*, any accrued and unpaid taxes which shall be paid by the Compartment;
- (ii) *secondly*, Administration Fee, Calculation Agent Fee and Coordination Fee as well as the operational general costs allocated to the Compartment ranking *pari passu* and *pro rata* among them;
- (iii) *thirdly*, any transaction costs and audit fees ranking *pari passu* and *pro rata* among them; and

- (iv) *fourthly*, all amounts, fees and costs payable to any other party whose claims have arisen in connection with the creation, operation or liquidation of the Compartment (other than the Unitholders and Noteholders, in respect of the Units or the Notes (as the case may be) and other than the parties to whom various payments listed as items (i) to (iii) (inclusive) above are due) (ranking *pari passu* and *pro rata* among them).

**EUR** means the European Union Euro.

**Expected Maturity Date** means 1 July 2024.

**Fund** means **Arachide FCP**, an unregulated securitisation fund governed by the laws of the Grand Duchy of Luxembourg, subject to the Securitisation Act 2004.

**Hypothetical Investor** means a hypothetical investor in the same position as the Issuer which invested the proceeds of the Units in the Underlying.

**Issuer** means the Fund acting in respect of the Compartment.

**Initial Subscription Date** means the date on which the Units will be issued under the Compartment, which shall be 16 October 2019.

**Initial Subscription Price** means the price per Unit at which the Units are issued, which shall be EUR1,000.

**Interest** means the interest, accrued during an Interest Period, which shall be distributed to the Noteholders. The interest amount will be determined by the Calculation Agent in consultancy with the Coordinator and has no fixed calculation method. The interest amount cannot be negative.

**Interest Payment Date** means the 10<sup>th</sup> Business Day of each year. The first Interest Payment Date will be 18 January 2021. The applicable day count convention is 30/360.

**Interest Period** means the period from (and including) 1 January of each year (or in respect of the first Interest Period, 1 January 2020) to (but excluding) 1 January of the following year (or in respect of the first Interest Period, 1 January 2021). The beginning and end of an Interest Period remains unadjusted if the date falls on a day which is not a Business Day.

**Management Company** means Isec S.A., a public limited liability company (*société anonyme*), incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 7, Grand-Rue, L-6630 Wasserbillig, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés*, Luxembourg) under number B220820, acting as management company (*société de gestion*) of the Fund.

**Management Regulations** means the management regulations governing the Fund dated 8 July 2019, as amended from time to time.

**Maturity Date** means the Expected Maturity Date or, in the case of the occurrence of a Maturity Extension Event, the Maturity Extension Date.

**Maturity Extension Date** means the earliest of either (i) the fifth (5) Business Day following the receipt by the Hypothetical Investor of the full redemption payment from the Compartment Assets or (ii) 1 July 2034.



**Maturity Extension Event** means an event that occurs when (i) the Underlying cancels or suspends the redemption of all or part of the Compartment Assets and (ii) as a result of such cancellation or suspension, the Note Redemption Price is unavailable at the Expected Maturity Date.

**Noteholders** means the holders of one or more Notes and **Noteholder** means any of them.

**Note Principal Amount** means the outstanding principal amount of each Note at any given time, which, on the Issue Date shall be equal to EUR1,000 (one thousand euro).

**Note Redemption Date** has the meaning ascribed to this term in Article 7.3 (*Redemption of the Notes*) below.

**Principal Amounts** means the sum of Note Principal Amounts and Unit Nominal Amounts.

**Priority of Payments** means that all amounts received or recovered by the Compartment in connection with any present or future assets or revenues allocated to the Compartment, shall be applied in accordance with the following order of priority:

- (i) *first*, any Costs accrued during the relevant Interest Period;
- (ii) *secondly*, to any other creditor which has a claim against the Compartment (*pari passu* and *pro rata* amongst them); and
- (iii) *thirdly*, as payment of Cash Distribution to the Unitholders and of Interest to the Noteholders, *pari passu* and *pro rata* amongst them.

**Specific Management Regulations** means these specific management regulations.

**Underlying** means the Class B shares (ISIN: DE000A2AMRJ4) issued by Aquila Capital Infrastructure Fund GmbH & Co., a *offene Investmentkommanditgesellschaft* with registered office in Hamburg, Germany.

**Unitholder** means any registered holder of Units.

**Units** means the 2 Units issued under the Compartment and subscribed at the Initial Subscription Price per unit on the Initial Subscription Date and any units under the Compartment issued thereafter.

**Unit Nominal Amount** the amount of principal outstanding per Unit on the Units Redemption Date and **Unit Nominal Amounts** means the aggregate amount of principal outstanding of all Units.

**Units Redemption Date** has the meaning given to such term in Article 6.2 below.

**Units Redemption Price** means the price paid to the Unitholders out of the available Compartment Assets upon redemption of the Units they hold. The Units Redemption Price shall be equal to the amount received by the Issuer in connection with (i) the full redemption of the Underlying minus (ii) the payable Costs which remain outstanding or unpaid, to be distributed, *pari passu* and *pro rata* to the amount of their contribution, by the number of Units and/or Notes between each Unitholders and Noteholders (and to be distributed, *pari passu* and *pro rata* to the amount of their contribution between all Noteholders).

**Terms and Conditions** means the terms and conditions of the Notes.

## **2. THE COMPARTMENT**

- 2.1 The Compartment was created as a separate compartment of the Fund, representing a separate co-ownership (*copropriété*), for an unlimited period of time.
- 2.2 In accordance with the Management Regulations, the assets of the Compartment are segregated from those of the Management Company and from the assets of any other Compartment of the Fund.

## **3. INVESTMENT POLICY AND INVESTMENT OBJECTIVES**

- 3.1 The Compartment may invest (directly or indirectly) in the Underlying.
- 3.2 The acquisition by the Fund acting on behalf of the Compartment of the Compartment Assets will be financed with the proceeds of the Units and the Notes.

## **4. RISK FACTORS**

- 4.1 The Fund is subject to the Securitisation Act 2004 and has created the Compartment in respect of the Units and the Notes to which all assets, rights, claims and agreements relating to the Units and the Notes will be allocated. The Compartment Assets will only be available to satisfy the claims of the Unitholders and Noteholders.
- 4.2 The Unitholders and the Noteholders should note that once all the Compartment Assets have been realised, they are not entitled to take any further steps against the Fund to recover any further sums due and the right to receive any such sum shall be extinguished.
- 4.3 The Fund acting on behalf of the Compartment has no obligation to invest in a diversified portfolio of assets.
- 4.4 The Issuer may from time to time, without the consent of the Noteholders, create and issue further Notes in accordance with condition 14 (*Further Issues*) of the Terms and Conditions.

## **5. PAYMENTS**

### **Distribution under the Units**

- 5.1 The Units shall rank *pari passu* with the Notes.
- 5.2 Any distributions of Cash Distribution made to the Unitholders shall be made in accordance with the Priority of Payments.
- 5.3 Unitholders shall be entitled to receive Cash Distribution, if any, on each Interest Payment Date.
- 5.4 Cash Distributions will be made only to persons who were the holders of record of Units on such Interest Payment Date.
- 5.5 The amount to be distributed as Cash Distribution for a given Interest Payment Date shall be calculated at least one Business Day prior to such Interest Payment Date.
- 5.6 The Units will be redeemed against the Units Redemption Price on the Units Redemption Date.

## **6. THE UNITS**

### **Principle terms of the Units**



<b>Issuer</b>	Arachide FCP, an unregulated Luxembourg Fund ( <i>fonds de titrisation</i> ) within the meaning of the Securitisation Act 2004
<b>Compartment</b>	Compartment 2
<b>Ranking</b>	The Units will rank <i>pari passu</i> among themselves and with the Notes
<b>Administration Fee</b>	0.06% p.a. of the gross asset value of Units
<b>Calculation Agent Fee</b>	0.10% p.a. of the gross asset value of Units
<b>Unit currency</b>	EUR
<b>Initial Subscription Date</b>	16 October 2019
<b>Issue price</b>	EUR1,000 per Unit
<b>Redemption</b>	The Units shall be redeemed on the Units Redemption Date.
<b>Redemption value</b>	The Units will be redeemed against payment of the Units Redemption Price
<b>Form of the Units</b>	registered

### **Subscription**

- 6.1 The Fund, acting on behalf of the Compartment, will issue 2 Units on the Initial Subscription Date. The Units shall be subscribed by the Management Company in exchange for the Initial Subscription Price.

### **Redemption and Maturity**

- 6.2 Units shall be redeemed (i) on the Expected Maturity Date or, in the case of the occurrence of a Maturity Extension Event, the Maturity Extension Date or (ii) on the date on which the Notes are redeemed early in accordance with condition 6.2 (*Early Redemption*) of the Terms and Conditions or (iii) pursuant to an Event of Default, as defined in, and in accordance with, condition 11 (*Events of Default*) of the Terms and Conditions together with the redemption and cancellation of the Notes (the **Units Redemption Date**).
- 6.3 The Units shall in no event be redeemed as long as Notes are outstanding.

## **7. THE NOTES**

- 7.1 Debt securities denominated in EUR (the **Notes**) will be issued in accordance with Article 11 (*Notes*) of the Management Regulations, in order to finance the securitisation transaction contemplated under the Compartment. The general features of the Notes are set out below. For a complete description of the terms of the Notes, investors should refer to the Prospectus.

### **Principle terms of the Notes**

<b>Issuer</b>	Arachide FCP, an unregulated Luxembourg Fund ( <i>fonds de titrisation</i> ) within the meaning of the Securitisation Act 2004
<b>Compartment</b>	Compartment 2
<b>Ranking</b>	The Notes will rank <i>pari passu</i> with the Units
<b>Administration Fee</b>	0.06% p.a. of the gross asset value of Notes + EUR10,000 p.a.
<b>Calculation Agent Fee</b>	0.10% p.a. of the gross asset value of Notes, subject to a minimum of EUR12,000
<b>Maturity</b>	The Notes shall be redeemed on the Maturity Date or on the Maturity Extension Date.
<b>Issue size</b>	Up to EUR50,000,000
<b>Issue price</b>	100%
<b>Nominal Value</b>	EUR1,000
<b>Redemption Amount</b>	The Notes shall be redeemed for the Note Redemption Price
<b>Underlying</b>	The Class B shares (ISIN: DE000A2AMRJ4) issued by Aquila Capital Infrastructure Fund GmbH & Co., a <i>offene Investmentkommanditgesellschaft</i> with registered office in Hamburg, Germany

### **Subscription and offer of Notes**

The Notes will be publicly offered to investors in accordance with the Prospectus of the Notes.

### **Redemption of the Notes**

- 7.2 The Notes shall be redeemed (i) on the Expected Maturity Date or, in the case of the occurrence of a Maturity Extension Event, the Maturity Extension Date, in accordance with condition 6.1 (*Final Redemption*) of the Terms and Conditions or (ii) on the date on which the Notes are redeemed early in accordance with condition 6.2 (*Early Redemption*) of the Terms and Conditions or (iii) pursuant to an Event of Default, as defined in, and in accordance with, condition 11 (*Events of Default*) of the Terms and Conditions (the **Note Redemption Date**).

## **8. CHARGES AND EXPENSES**

### **Fees**

- 8.1 The Fund acting on behalf of the Compartment shall pay the Costs out of the Compartment Assets.

### **Other expenses**

- 8.2 In accordance with the Management Regulations, any general fees, costs, expenses and other liabilities of the Fund shall be allocated by the Management Company, on a regular basis, to all the



Compartments of the Fund, including the Compartment, on an equal basis and *pro rata temporis* for Compartments created during the billing period.

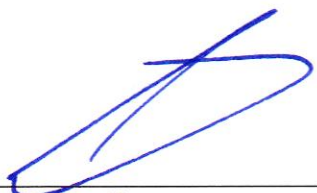
**9. TAXATION**


All payments by or on behalf of the Issuer in respect of the Units shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Luxembourg or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

Béatrice Stulp

**SIGNATORIES**

Executed for and on behalf of Isec S.A. in its capacity as management company of Arachide FCP

Director   
Full name Erik van Os  
Date 2 October 2019

Director   
Full name Béatrice Stülp  
Date 2 October 2019