Registre de Commerce et des Sociétés
Numéro RCS : O1
Référence de dépôt : L260411415
Déposé et enregistré le 26/10/2026

ALTERNATIVE
Securitization Fund
R.C.S. Luxembourg: O1

Managed by the management company **MK Global Kapital S.à r.l.**, a private limited liability company (s*ociété à responsabilité limitée*) under the Luxembourg law, with a registered address at 10, Rue C.M. Spoo, L-2546, Luxembourg, Grand Duchy of Luxembourg, and registered in the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under number B297750,

represented by its board of managers, consisting of:

- Dr. Johannes Feist, manager;
- Mr. Nicola Ragusa, manager;
- Mr. Pape Saliou Ndao, manager;
- Ms. Luiza Savchenko, manager;
- Mr. Thomas Heinig, manager;
- Mr. Michele Mattioda, manager

(the **"Board of Managers"**).

A securitization fund named "ALTERNATIVE" has been established in the form of a fiduciary estate, subject to the provisions of the law of 22 March 2004 on securitization (hereinafter the "**Securitization Law**") and governed by these general management regulations (the "**Management Regulations**").

These Management Regulations effective as of 23 October 2026 cancel and supersede
- the Management Regulations registered on 10 December 2014;
- the Management Regulations registered on 20 January 2015;
- the Management Regulations registered on 19 February 2015;
- the Management Regulations registered on 10 March 2017;
- the Management Regulations registered on 19 January 2018;
- the Management Regulations registered on 09 October 2018;
- the Management Regulations registered on 17 January 2022;
- the Management Regulations registered on 19 January 2023;
- the Management Regulations registered on 14 May 2025;
- the Management Regulations registered on 30 December 2025;
- the Management Regulations registered on 25 August 2026.

All these amendments have been filed with the "Registre de Commerce et des Sociétés" of Luxembourg.

MANAGEMENT REGULATIONS

These Management Regulations of the securitization fund "Alternative" (hereinafter referred to as the "**Securitization Fund**" or the "**Fund**"), where applicable duly amended in accordance with article 15 below, shall govern the legal relationships between:

a. the Management Company MK Global Kapital S.à r.l., a private limited liability company with registered office at 10, rue C. M. Spoo, L-2546 Luxembourg, Grand Duchy of Luxembourg and registered in the Luxembourg Trade and Companies Register *(Registre du Commerce et des Sociétés de Luxembourg,* the **"RCS"***)* under number B297750 (hereinafter referred to as the "**Management Company**");

b. the subscribers and unitholders of the Securitization Fund (hereinafter referred to as the "**Unitholders**") who, by acquiring securitization fund units of the Securitization Fund, acting through its Management Company, accept these Management Regulations.

Article 1

The Securitization Fund

The Securitization Fund is established under Luxembourg law for an unlimited term.

The Securitization Fund is established in accordance with the law of 22 March 2004 on securitization.

The Management Company manages and holds the assets of the Securitization Fund in a fiduciary capacity.

In compliance with the provisions of the Securitization Law and the Luxembourg law of 27 July 2003 on trust and fiduciary contracts (hereinafter referred to as the **"Trust and Fiduciary Law"**), the Securitization Fund takes the form of a fiduciary estate without legal status.

The Securitization Fund is not responsible for the Management Company's obligations.

The Fund may be structured as an umbrella fund, i.e. the Board of Managers may at any time establish one or more compartments (the **"Compartments"**), each compartment corresponding to a distinct fiduciary estate pursuant to the Securitization Law. The Board of Managers shall determine by separate management regulations or any other appropriate document the characteristics of and the rules applicable to each Compartment. Under Luxembourg Law, the assets and liabilities of different Compartments are segregated from each other, so that the claims of investors and creditors in relation to each Compartment are limited to the assets of that Compartment. The investors investing in any Compartment are liable only for the amount of their investment in this Compartment.

In accordance with the provisions of article 7 (1) of the Securitization Law, rights of the investors in the Fund are represented by securitization fund units (hereinafter "**Units**") and, as the case may be, in accordance with the provisions of article 9 of the Securitization Law, the Management Company is authorized to issue on behalf of the Fund debt instruments, including debt securities (hereinafter "**Debt Securities**") unique thereto. The Management Company may further finance the Fund by any other means permitted under the Securitization Law, as set out in article 6 below.

The financial assets of the Fund shall not be considered part of the Management Company's assets.

Article 2

The Management Company

In application of the Securitization Law and the Trust and Fiduciary Law, the Management Company shall be the fiduciary of the Fund. When performing its duties, the Management Company acts on behalf of the Fund. It shall comply with all applicable laws and regulations at any time, including the Management Regulation of the Fund.

The Unitholders expressly waive their right as principals (*fiduciants*) to give instructions to the Management Company as fiduciary (*fiduciaire*) in accordance with article 7(4) of the Trust and Fiduciary Law.

The Management Company was established on 14 July 2025. Its object is to manage securitization funds, and as the case may be, to act as fiduciary of funds consisting of one or more fiduciary properties, in accordance with the terms of the Securitization Law, as amended, whether such securitization funds take the form of co-ownerships or fiduciary estates.

The Management Company has been established for an unlimited period. Its fully-paid-up share capital amounts to EUR 12,000.

Until 31 December 2025, the management company of the Fund was Mikro Kapital Management S.A., a public company limited by shares (s*ociété anonyme*) under the Luxembourg law, with a registered address at 10, Rue C.M. Spoo, L-2546, Luxembourg, Grand Duchy of Luxembourg, and registered in the RCS under number B227640.

The accounts of the Securitization Fund shall be audited by an Auditor to be appointed by the Board of Managers (or the Sole Manager) of the Management Company.

Within the meaning of these Management Regulations and in accordance with the provisions of the Trust and Fiduciary Law and the Securitization Law, the Management Company is responsible for managing the Fund's assets in the sole interest of the Unitholders of the Fund.

The Management Company is vested with full powers to manage the assets on behalf of the Unitholders within the limits of article 5 below. The Management Company may, inter alia, purchase, sell, subscribe, exchange and receive any asset or risk and exercise any right, directly or indirectly, in respect of the assets or risks transferred or acquired by the Fund.

The Management Company may call on the services of one or more investment advisors. It may also call on consultants, information services and any other investment consultancy, accounting, taxation, and management services.

The Management Company is a non-regulated entity and is not supervised by the Luxembourg financial regulator "Commission de Surveillance du Secteur Financier".

Management fee:

As payment for its management activities, the Management Company shall receive an annual management fee equal to 1.75% of the total asset value of the Fund. This management fee shall be calculated and payable at the time of each Net Asset Value calculation.

Performance fee:

In addition, the Management Company shall be entitled to a performance fee equal to 20% of any increase in the Net Asset Value of the Fund. This performance fee is calculated at the end of each calendar quarter on a high-water mark basis and payable within ninety days of its calculation.

Article 3
Transfer Agent and Registrar - Bank

The Management Company may appoint a transfer agent and registrar who must act as transfer agent for the Units or Debt Securities issued by the Fund (the "**Transfer Agent and Registrar**").

In absence of such an appointment, the Management Company will act as a transfer agent and will hold the registrar and act any subscription and redemption of Units or Debt Securities issued by the Fund.

The Fund's cash at banks shall be held by a bank in one or several bank accounts opened in the name of the Management Company on behalf of the Fund.

This bank shall carry out the usual banking functions in respect of the account(s) opened in the name of the Management Company on behalf of the Securitization Fund but shall not have any of the responsibilities customarily attributed to a Custodian Bank.

The Management Company alone may make withdrawals from the Fund's assets or make payments to third parties on behalf of the Fund, within the limits imposed by these Management Regulations.

Article 4
The Manager

The Management Company may conclude a contract with any person (hereinafter referred to as the "**Manager**") to manage or give advice regarding the assets of the Fund within the limits of the

Securitization Law.

This contract must explicitly establish the terms and conditions of the services to be provided by the Manager and set out its remuneration as well as any contractual stipulation which has the purpose of conferring discretionary powers on the Manager in relation to the investment and reinvestment of the Fund's assets.

In accordance with the provisions of these Management Regulations, the Securitization Law and the Trust and Fiduciary Law, the Management Company shall be responsible for the Manager.

The Manager may delegate its responsibilities, either in full or in part, to any other party, subject to the agreement of the Management Company; however, the Manager shall remain liable for the proper performance of its responsibilities by such party.

Article 5

Risk Acquisition Policy and Risk Management

The Securitization Fund's objective is to enter into one or more securitization transactions within the meaning of the Securitization Law and the Fund may, in this context, either directly or through one or more other entities, acquire or assume risks, existing or future, relating to the holding or ownership of assets, whether movable or immovable, tangible or intangible including claims, receivables and /or other goods or assets as well as risks linked to debt and other risks resulting from the obligations assumed by third parties or inherent in all or part of the activities carried out by third parties and to issue securities whose value or yield depends on these risks.

More specifically, the Securitization Fund's primary objective is to acquire risks linked to the financing of micro, small and medium enterprises, promotion of access/sharing economy and other impact investments, either directly or through one or more other entities.

In order to achieve this objective, the Securitization Fund may invest directly or indirectly in:

- individual entrepreneurs; micro, small and medium enterprises and start-ups ("**SMEs**");
- banks, collective investments schemes, securitization vehicles, micro-financial institutions, factoring companies, insurance companies, credit cooperatives and leasing companies, including financial and operational leasing that finance or otherwise support SMEs;
- micro-leasing companies, which carry out – among others – car (and other type of vehicle) sharing;
- other companies and organizations that share the same values; and
- sharia compliant investments.

The Securitization Fund shall not invest more than 35% of the Fund's assets in a single counterparty.

The Management Company shall determine the policy regarding the acquisition of risk linked to debt, as well as the type and proportions of assets and risks that the Fund may acquire or assume.

All the Fund's investments shall be subject to the approval of the Board of Managers of the Management Company. This power may be delegated by the Board of Managers of the Management Company.

In addition, the Fund may invest in any financial instrument to manage its liquidity within the limits set forth in the Liquidity Management Policy approved by the Board of Managers of the Management Company.

Furthermore, the Fund may use specific risk-hedging and derivative instruments and techniques insofar as such are compliant with the Securitization Law.

The Fund shall issue transferable securitization fund units whose value or yield is linked with credit related assets invested in one or more other entities, which shall be specified in each issue.

Where applicable, and as further detailed in the relevant offering documentation, the Fund promotes

environmental and/or social characteristics, or has sustainable investment as its objective, within the meaning of Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (SFDR).

Article 6

Subscription of Units - Issue of Debt Securities - Other Financing

In the context of financing its activities and underlying assets, in accordance with article 7.(1) of the Securitization Law, the Management Company (i) shall issue on behalf of the Fund registered Units which represent the rights of investors therein and (ii) may, as the case may be and in accordance with article 9 of the Securitization Law, decide to further issue Debt Securities to be subscribed from time to time by debt investors in the Fund. The Management Company may further, as the case may be, finance the activities and underlying assets of the Fund by any other means permitted under the Securitization Law, including by way of borrowing, by the issue of any other financial instrument or by the entry into of any financing arrangement, whether conventional or sharia compliant. For that purpose, the Management Company may, on behalf of the Fund (acting in respect of any Compartment, as the case may be), enter into any agreement, instrument or undertaking relating to such financing. The Fund may also grant any guarantee, indemnity or support undertaking, and may grant security over, assign or pledge all or part of the assets of the relevant Compartment, in each case subject to the segregation of Compartments provided for in article 1, and subject to the Securitisation Law.

A subscription fee of 3.5% of the nominal value of the subscribed Units and/or Debt Securities (the "**Fixed Subscription Fee**") is payable to the Management Company when an investor wishes to invest in the Fund and subscribe to Units or Debt Securities thereof. This must be paid at the time of subscription by the Fund. This subscription fee allows the Management Company to pay distribution fees and to remunerate the intermediaries involved in the subscription process.

In the case of the fees and expenses incurred by the Management Company in connection with subscription of Units and/or Debt Securities (such as distribution fees, remuneration of intermediaries involved in the subscription process, fixed costs connected with the distribution process, etc.) (the "**Actual Subscription Costs**") exceed the Fixed Subscription Fee within a calendar quarter, the Management Company shall have the right (but not the obligation) to request payment by the Fund of the difference between the Actual Subscription Costs and the Fixed Subscription Fee.

Units:

When the number of Units accruing to the Unitholder has been calculated, the Management Company shall instruct the Transfer Agent and Registrar to register the Unitholder's name in the register of Unitholders which it holds and to issue confirmation of ownership of the Units to the Unitholder.

The Management Company may preclude certain natural persons or legal entities from purchasing Units of the Securitization Fund.

Furthermore, the Management Company may, at its discretion and without justification, reject subscription requests for Units of the Fund.

The Management Company may decide to issue, within each Compartment, different classes of Units which may differ notably in terms of voting rights, fee structure, distribution policy, transferability, or targeted investors.

Debt Securities:

The Management Company may issue Debt Securities in accordance with article 9 of the Securitization Law and subject to and in accordance with the terms and conditions applicable to such Debt Securities, which may offer a fixed or variable yield which depends on their associated risks.

Debt Securities which are issued by the Management Company may be linked with concrete related assets.

The rights of holders of such Debt Securities (other than Units) rank prior to the rights of the Unitholders in respect of the Units.

Debt Securities may be subscribed for only by investors who satisfy the eligibility criteria set out in the terms and conditions of the relevant Debt Securities at the time of subscription and at all times thereafter. The Management Company may require any holder of Units or Debt Securities to transfer its holding, or may compulsorily redeem that holding, where the Management Company determines that the holding is or may become unlawful, or may cause the Fund or the Management Company to become subject to registration, authorisation, taxation or reporting obligations in any jurisdiction to which it would not otherwise be subject.

Article 7

Subscription and Issue Price

Subscription requests must be sent in writing to the Management Company at least five days before the end of each calendar quarter. Prior to this date, Investors must also transfer the amount subscribed to the Fund's bank account.

Once the Management Company has determined the number of Units of the Fund accruing to each Investor by dividing the amount paid by the Net Asset Value of the Fund in question, calculated in accordance with the terms of article 9 below on the last business day of the quarter in which payment is received by the Management Company, or by the initial issue price fixed by the Management Company, it shall instruct the Transfer Agent and Registrar to register the Unitholder’s name in the register of Unitholders which it holds and to send a certificate confirming ownership of the Units to the Unitholder.

The unitholders should bear in mind that all or part of the registered units may also be cleared via recognized clearing houses like Clearstream and Euroclear. All or part of the Units can also be made out to the bearer and credited to a custody account indicated by the investor. Unitholders may apply to have their units certificates delivered as Global Registered Certificates to be deposited with a common depositary for Clearstream or Euroclear. The global registered certificate is to be registered in the nominee’s name of the common depositary. The Management Company may appoint a paying agent for the purpose of making payment to unitholders through the clearing systems. Units and Debt Securities held by U.S. Persons shall be issued in registered form only, shall not be issued in bearer form, and shall bear such legends and be subject to such transfer restrictions as the Management Company may determine.

The Fund thus issues registered Units which represent the rights of the investors participating therein. The identity of the investors shall only appear in the Fund’s register, which is kept at the registered office of the Management Company.

Within 7 days of the publication of the Net Asset Value per Unit at which subscriptions are to be carried out, each Unitholder may notify the Management Company in writing of his/her decision to cancel the subscription and recover the amount subscribed free of charge, with the exception of charges in respect of bank transfers.

The Management Company may preclude certain persons or entities from purchasing Units of the Fund and may reject their requests to subscribe Units of the Fund.

No subscription fee is payable to the Management Company in the event that an investor wishes to exchange Debt Securities for Units or vice versa.

Units may be freely transferred between investors, subject to the approval of the Management Company. The Fund is not open for subscription by the Public. Units may not be subscribed for by, or transferred to, any U.S. Person. Debt Securities may be subscribed for by, or transferred to, a

U.S. Person only where such subscription or transfer is made in accordance with the terms and conditions of the relevant Debt Securities and in a transaction exempt from registration under the U.S. Securities Act of 1933, as amended, and does not cause the Fund or the Management Company to become subject to registration under the U.S. Investment Company Act of 1940, as amended. For these purposes, "U.S. Person" has the meaning given in Rule 902(k) of Regulation S under the U.S. Securities Act of 1933, as amended.

The initial Unit price for one Unit during the subscription period, which started on 10th of December 2014 and ended 90 days after, is EUR 125,000.

Furthermore, no Units or Debt Securities may be subscribed by, or transferred to, any person or entity subject to international sanctions administered by the UN, the EU, the US OFAC, or the Luxembourg government. The Management Company reserves the right to compulsorily redeem any holdings in breach of this restriction.

Article 8

Confirmation of Ownership and Transfer of Units

Subject to the restrictions set out in article 6 of these Management Regulations, any natural person or legal entity shall be entitled to acquire Units of the Fund. Ownership of Fund's units shall be confirmed by registration of the Unitholder's name by the Management Company in the Fund's register of Units (the **"Register of Units"**) which is held by the Transfer Agent and Registrar.

Only the Transfer Agent and Registrar shall issue written confirmation of such registration to the investor. Fractions of Units shall not be issued.

Transfers of Units may not be carried out without the approval of the Management Company.

The transfer of Units shall be carried out via a transfer declaration entered in the Register of Units held by the Transfer Agent and Registrar and dated and signed by the transferor and transferee of the Units.

Transfer of units which are cleared via Clearstream and Euroclear are to be made in accordance with the procedures of Clearstream and Euroclear.

Article 9

Net Asset Value per Unit

The net asset value of the Fund (the "**Net Asset Value**"), per Unit, shall be expressed in the base currency of the Fund. In accordance with article 2 of these Management Regulations, the securitized assets of the Fund may be valued by a third person at the discretion of the Management Company, namely an Independent International Consultant to be appointed by the Management Company.

The Net Asset Value per Unit shall be determined by the Management Company on the dates stipulated in these Management Regulations by dividing the total net asset value of the Fund by the number of Units of the Fund outstanding.

If the date for determining the Net Asset Value does not fall on a business day in Luxembourg, it shall be deferred to the next business day.

The value of assets or risks assumed by the Fund shall be established as follows:

- securities admitted to an official stock-exchange listing shall be valued on the basis of the last-known price. If the same security is listed on different markets, its principal market listing shall be used;
- unlisted securities and listed securities the prices of which are not representative of the actual value shall be valued on the basis of their foreseeable sale price as determined prudently and in good faith by the Management Company;
- liquid assets shall be valued at their face value, plus accrued interest;

- assets denominated in a currency other than the base currency in which the Net Asset Value of the Fund's Units is expressed shall be converted at the last-known price;
- any other asset or risk shall be valued in accordance with Luxembourg accounting principles, with any asset having to be revalued on the basis of its foreseeable sale price.

The Net Asset Value shall be calculated by the Management Company or its authorized agents every three months (on the last of each calendar quarter), taking into account the liquid nature or otherwise of the assets held by the Fund. The Management Company shall endeavor to provide a Net Asset Value for the Fund by the last day of the 3rd month following the calculation dates stipulated above.

Except in the event of a serious error or an intentional failure to fulfil its calculation obligations, the Management Company may not be held liable for delays in the calculation or determination of the Net Asset Value per Unit of the Fund.

Article 10

Suspension of the Calculation of the Net Asset Value and of Conversions, Issues and Redemptions of Units

The Management Company shall be authorized to temporarily suspend the Net Asset Value calculation of the Units of the Fund, in addition to the conversion, issue and redemption of Units in the following circumstances:

a) when a stock exchange or market providing the listings for a significant share of the assets of the Fund is closed other than on normal public holidays, or when trading is either suspended or subject to restrictions;

b) when the market of a currency in which some of the assets of the Fund are expressed is closed other than on normal public holidays, or when trading is either suspended or subject to restrictions;

c) during any period when the Fund is unable to repatriate funds invested in foreign jurisdictions in case such event creates a material obstacle to the redemption of either the Units or other financial instruments issued by the Fund;

d) when the methods of communication or calculation normally used to determine the value of assets of the Fund are suspended, or when, for any reason whatsoever, the value of an asset of the Fund cannot be determined as quickly and as accurately as desired;

e) when exchange or capital transfer restrictions prevent transactions from being executed on behalf of the Fund, or when buying and selling transactions on behalf of the Fund cannot be executed at the normal exchange rates;

f) when factors relating to, inter alia, the political, economic, military or monetary situation which are beyond the Management Company's control, responsibility and means of action prevent it from disposing of the asset of the Fund and from determining the net asset value of the Fund in a normal and reasonable way;

g) following any decision to liquidate or wind up the Fund;

h) when the illiquidity of the assets or risks held by the Fund prevent the calculation of the Net Asset Value by the Management Company before the fulfilment of a condition, a transaction or an acquisition of risk with a specific purpose.

In case any of the above-mentioned circumstances affect only one or more Compartments, the Management Company may decide to suspend calculation of Net Asset Value as well as Conversions, Issues and Redemptions of Units, only with relation to such affected Compartments.

Such suspension in relation to any Compartment, if any, shall have no effect on the calculation of the net asset value, the issue and redemption of the Units of any other non-affected Compartment.

The Management Company shall inform Unitholders of the Fund about any suspension of the calculation of the Net Asset Value of Units according to the procedures set out in article 16 of these Management Regulations.

Article 11

Redemption of Units

Redemption requests for Units must be sent to the registered office of the Management Company only and must be submitted in writing using a redemption form, at least five days prior to the end of the calendar quarter (an "**Eligible Redemption Request**").

Units shall be redeemed when the latest Net Asset Value becomes available. Redemptions may therefore be carried out at the end of each calendar quarter.

The price of the Unit shall be calculated according to the last publication of the Net Asset Value per Unit ("**Valuation Day**").

However, in order to be redeemed (in full or in part), the Units of the Fund must have been held for at least one year.

The amount paid to the Unitholders shall correspond to the Net Asset Value per Unit whose redemption has been requested.

No redemption fee shall be payable.

10% Gate: In the event that the total proceeds to be paid out of the assets of the Fund for the Units tendered for redemption in respect of an Eligible Redemption Request on any Redemption Date exceed 10% (ten per cent) of the total net assets of the Fund, the Management Company may refuse to effect all of the Eligible Redemption Requests concerned in full. In such circumstances, all of the relevant Eligible Redemption Requests will be effected on a pro- rata basis until the 10% (ten per cent) limit is reached. Thereafter, any unfulfilled portion of the Eligible Redemption Requests will be carried forward and effected, on a pro-rata basis if necessary, on each successive Valuation Day, until the outstanding Eligible Redemption Requests are discharged in full. During this process, Eligible Redemption Requests will be effected on any one Valuation Day up to the 10% (ten per cent) limit of such other lower limit as the

Management Company may determine, having regard to the circumstances prevailing at that time including, but not limited to, the ability to generate sufficient cash by, e.g., disposing of the Fund's assets. Until such time as all such outstanding Eligible Redemption Requests have been discharged in full, no further new redemption request will be effected on the relevant Redemption Date(s). New redemption requests received by the Management Company will not be effected and will be carried forward until all earlier Eligible Redemption Requests have been met in full.

No Obligation to Redeem: The Fund will seek to satisfy Eligible Redemption Requests in full or in part from the cash arising from the return on, disposal or re-financing of, any asset held by the Fund, less any reserves in the Management Company's reasonable discretion required for actual and possible accrued costs and liabilities. If there is insufficient cash to meet in full all outstanding Eligible Redemption Requests on a Redemption Date, then the Management Company may decide to meet such requests in part on a pro rata basis. Any outstanding Redemption Requests will then be rolled over to the next Redemption Date and will be subject to the terms of this Section.

Eligible Redemption Requests made in respect of a particular Redemption Date will take priority over any new Eligible Redemption Requests received in respect of any subsequent Redemption Date, i.e. no new redemptions will be processed until all Eligible Redemption Requests received in respect of any prior Redemption Date have been satisfied in full.

Accordingly, redemptions may take place over one or more Valuation Days. Nothing will oblige the Fund to meet any Eligible Redemption Request, and prospective Investors should be aware that they may be required to bear the financial risk of their investment for a significant period of time and Unitholders may be paid out at different NAVs per Unit.

Within 7 days of the publication of the Net Asset Value per Unit at which redemptions are to be carried out, each Unitholder may notify the Management Company in writing of his/her decision to cancel the redemption and keep the Units for which a redemption was requested.

The amounts payable in respect of redemptions are paid to Unitholders at the end of the month following the Net Asset Value calculation date.

Article 12

Expenses payable by the Securitization Fund

The following expenses are payable by the Fund:

- Any tax payable on the assets and income of the Fund;
- Standard brokerage and bank fees charged on the transactions carried out by the Fund;
- Standard custody fees payable by the Fund;
- Management fees incurred and payable by the Fund;
- Performance fees incurred and payable by the Fund;
- Subscription Fees incurred and payable by the Fund;
- Fees charged by banks and other custodians and payable by the Fund;
- Transfer Agent and Registrar fees;
- Other operating expenses, including administration, transfer and registrar, legal, audit, and accounting fees payable by the Fund; and
- The cost of printing the prospectus, any other printing, publication costs, and marketing costs (including those requested by Unitholders) incurred by the Fund.

Article 13

Accounting year, Audit, Base Currency

The Fund's accounting year shall end on 31 December each year.

The accounts of the Fund shall be audited by an independent Auditor appointed by the Board of Managers (or a Sole Manager, if applicable) of the Management Company.

The base currency in which all values relating to the Fund are expressed is the euro.

Article 14

Distributions

Every quarter, the Management Company may distribute the profits up to in full (following payment of and provisioning for all fees and expenses) to the Unitholders of the Fund.

Such distribution payments may be made within 90 days following the calculation of the Net Asset Value.

Article 15

Amendments to the Management Regulations

The Management Company may modify these Management Regulations at any time, in full or in part, in the interest of Unitholders or the operation of the Securitization Fund.

The amendments shall enter into force on the day on which the minutes recording the amendment to the Management Regulations are signed or on another date designated in the minutes recording the amendment.

Any amendment to the Management Regulations must be made available on www.mkglobalkapital.com (the "**Website**") to Unitholders of the Fund within 15 days following the entry into force of the amendment to said Management Regulations.
Any amendment to these Management Regulations shall be filed with the Luxembourg Trade and Companies Register.

Article 16
Notifications

All requests for information and all other correspondence from Unitholders may be sent in writing to the registered office of the Management Company and may be delivered in person or sent by registered or express post. All requests for information and all other correspondence must be written in English.

The Net Asset Value per Unit of the Fund and the issue and redemption price per Unit shall be available from the registered office of the Management Company. This information may only be requested by parties proving themselves to be Unitholders of the Fund.

The Net Asset Value and subscription and redemption prices per Unit of the Fund shall be published on the "Website". Bearing in mind the strictly confidential nature of the Securitization Fund, access to this information shall be granted solely to Unitholders of the Fund.

The annual report of the Securitization Fund shall be made available on the Website exclusively to Unitholders of the Fund within six months of the end of the accounting year of the Fund, as stipulated in the article 13.

All interim reports shall be made available on the Website exclusively to Unitholders of the Fund concerned within one month of the end of the period concerned.

Furthermore, the annual report and interim reports of the Fund shall be available to Unitholders of the Fund at the registered office of the Management Company, where a copy shall be made available to them.

Any other notification to the Unitholders, in addition to any information relating to suspension of the Net Asset Value of the Fund, shall be published on the Website and, where applicable, in the Recueil électronique des sociétés et associations (RESA) at the discretion of the Management Company.

The Management Company shall publish notification of the liquidation of the Securitization Fund within fifteen days in the *Recueil électronique des sociétés et associations (RESA)* and in at least two newspapers with sufficient circulation, one of which must be a Luxembourg newspaper, as well as on the Management Company's website.

Article 17
Term and Liquidation of the Fund

The Securitization Fund is created for an unlimited term. However, the Securitization Fund may be liquidated at any time by the decision of the Management Company or if required by law.

Following the liquidation of the Securitization Fund, the Management Company shall refrain from issuing, on pain of nullity, any Units, Debt Securities or any other transferable securities on behalf of the Securitization Fund.

In addition to the provisions of the article 16 regarding the procedure for publishing notification of the liquidation of the Securitization Fund, the reason for the liquidation of the Securitization Fund shall be published by the Management Company on the Website and shall also be entered into the Luxembourg Trade and Companies Register. Units may not be subscribed or redeemed after the occurrence of the event resulting in the liquidation of the Securitization Fund.

The Management Company shall dispose of the assets of the Securitization Fund in the best interest

of both the holders of Debt Securities (Bondholders), as the case may be, and Unitholders, and shall distribute the net proceeds from the liquidation to the holders of Debt Securities (Bondholders), as the case may be, and Unitholders of the Fund, after deduction of the fees and expenses incurred by the liquidation.

In accordance with these Management Regulations, such proceeds shall be distributed firstly to the holders of Debt Securities (Bondholders) of the Fund, as the case may be, then to Unitholders of the Fund in proportion to the Units held once holders of Debt Securities have been repaid in full.

The standard waterfall payment sequence is applied to the holders of debt securities (Bondholders) of the Fund and to the Unitholders of the Fund, with the holders of debt securities (Bondholders) being considered as the senior tranches, and the Unitholders being subordinated to the holders of debt securities (Bondholders). The Unitholders, their heirs and any other legal beneficiaries may not request the winding-up or division of the Fund.

The Management Company may decide to liquidate the Fund when its net assets have fallen below EUR 100,000 or the equivalent in the base currency of the Fund concerned, or if events occur that are beyond its control, such as changes to the political, economic or monetary environment.
Unclaimed liquidation proceeds shall be deposited with the *Caisse des Consignations*.

Article 18

Limited recourse and non-petition

The investors shall have recourse only to the available liquid assets (including cash or other liquid assets) of the Fund. If the liquid assets of the Fund are insufficient for the Fund to make all payments which, would then be due, the obligations of the Fund will be limited to such available liquid assets and the investors hereby agrees that it shall not be entitled to take any steps against the Fund to recover any sum due under this Agreement and no sum shall be due to the investors by the Fund as long as the Fund has no liquid assets available for such payments. In particular, the investors shall not undertake to seize any assets of the Fund and no investor will be able to petition or take any other step for the winding-up of the Fund (including, without limitation, the opening of any bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*insolvabilité liquidation volontaire ou judiciaire,*), judicial reorganization (*réorganisation judiciaire)* reprieve from payment (*sursis de paiement*), fraudulent conveyance (*actio pauliana*), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) or the appointment of an examiner in respect of the Fund (including, without limitation, the appointment of any receiver (*curateur*), liquidator (*liquidateur*), auditor (*commissaire*), verifier (*vérificateur, juge délégué or juge commissaire*), or any other similar insolvency related proceedings.

Article 19

Prescriptions - Commitments - Proceedings

Any action brought by the Unitholders against the Management Company shall lapse five years from the date on which the incident giving rise thereto occurred.

In accordance with the provisions of article 64 of the law of 22 March 2004 on securitization, Unitholders and creditors of the Fund undertake not to seize the assets belonging to the Fund or, as the case may be, those of the Management Company or the Unitholders and not to petition for bankruptcy thereof or request the opening of any other collective or reorganisation proceedings against them. Procedures instituted in violation of this provision are deemed inadmissible.

Article 20

Applicable Law, Jurisdiction and Language

The Luxembourg-city District Court shall be exclusively competent to settle any disputes arising between the Unitholders, the Management Company and the shareholders and managers of said

Management Company.

These Management Regulations shall be governed by and construed in accordance with Luxembourg law.

Article 21
Data Protection

In accordance with the applicable data protection provisions (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**General Data Protection Regulation**"), the Management Company, acting as data controller, may collect, record, store, adapt, transfer or otherwise process certain investor's personal data (including, but not limited to, in the holding of Units, name, address, contact details (the "**Personal Data**")) for the purposes set out below.

The investor (being a natural person) may, at his/her/its discretion, refuse to communicate the Personal Data to the Management Company. In this case however, the Management Company may reject his/her/its request for subscription for Units.

The Personal Data may be processed for complying with its legal obligations and notably for the purposes of (i) maintaining the register of Unitholders, (ii) processing subscriptions, redemptions as well as payments to Unitholders (if any), (iii) complying with applicable anti-money laundering rules, (iv) tax identification under applicable regulation such as FATCA, the Common Reporting Standard (CRS) or similar laws and regulations, (v) providing client services,

(vi) and complying with any other legal obligations.

The Management Company may delegate the processing of the Personal Data, in compliance and within the limits of the applicable laws and regulations, to other entities.

The relevant agents may decide, under their own responsibility, and as data controllers, to transfer or sub-delegate the processing of the Personal Data to their parent companies, to one or several affiliates of their group or to their agents, including their offices located outside the European Union and thus located in countries which may be deemed not to offer a level of protection which is equivalent to that offered in Luxembourg, for the purposes of carrying out the provision of different services, including but not limited to financial and operational management and reporting, risk management, legal and regulatory compliance, client service management, business continuity management and product development. The Management Company will not be involved in appointing these affiliates or agents and shall not bear any responsibility in relation to this sub-delegation.

The Management Company may disclose Personal Data to the Luxembourg tax authorities, which in turn may, acting as data controller, disclose it to foreign tax authorities.

Each Unitholder (being a natural person) has a right to access his/her Personal Data and may ask for a rectification thereof in cases where such data is inaccurate and/or incomplete. Request for a rectification should be made by a letter addressed to the Management Company.

The Unitholder has a right of opposition regarding the use of his/her Personal Data for marketing purposes. This opposition can be made by letter addressed to the Management Company.

By subscribing to the Units, each Unitholder acknowledges such processing of his/her Personal Data.

Article 22
FATCA

Sections 1471 through 1474 (inclusive) of the U.S. Internal Revenue Code of 1986, as amended (the "**FATCA Rules**") may require a 30% withholding tax with respect to (i) certain U.S. source income (including interest and dividends) and gross proceeds from any sale or other disposition after

31 December 2016, of property that can produce U.S. source interest or dividends ("**withholdable payments**") and (ii) "passthrough payments" (generally, withholdable payments and payments that are attributable to withholdable payments) made by foreign financial institutions ("**FFIs**"). The application of withholding under the FATCA Rules is applicable since 1 July 2014, with withholding on "foreign passthrough payments" made by FFIs taking effect on 1 January 2017. The Management Company may be classified as a financial institution for these purposes. If an amount in respect of such withholding tax were to be deducted or withheld from interest, principal or other payments made in respect of the Debt Securities, neither the Management Company nor any other person would, pursuant to the conditions of the Debt Securities, be required to pay additional amounts as a result of the deduction or withholding.

The Management Company shall obtain from each holder of Units and Debt Securities such documentation as is required to establish that holder's status for the purposes of the FATCA Rules (including IRS Forms W-9 and W-8), and shall report to the Luxembourg tax authorities in respect of those holders whose accounts are reportable under the FATCA Rules and the intergovernmental agreement between Luxembourg and the United States of America. For the avoidance of doubt, the criteria by which a holder is identified as a U.S. person for the purposes of the FATCA Rules are not the same as the definition of "U.S. Person" in article 7 above, and a holder of Units may present U.S. indicia for the purposes of the FATCA Rules without being a U.S. Person.

Article 23
BEPS

Further changes in the tax laws of the jurisdictions in which the Management Company operates could arise as a result of the base erosion and profit shifting ("**BEPS**") project being undertaken by the Organization for Economic Co- operation and Development ("**OECD**"). The OECD is undertaking studies and publishing action plans that include recommendations aimed at addressing what they believe are issues within tax systems that may lead to tax avoidance by companies. It is possible that jurisdictions in which the Management Company does business could react to the BEPS initiative or their own concerns by enacting tax legislation that could adversely affect the Management Company, or the Unitholders through increasing tax liabilities including additional reporting and disclosure obligations for investors and/or additional tax being suffered by the Management Company or its underlying subsidiaries.

Article 24
CRS

The OECD has developed a common reporting standard ("**CRS**") to achieve a comprehensive and multilateral automatic exchange of information ("**AEOI**") on a global basis. On 9 December 2014, Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the "**Euro-CRS Directive**") was adopted in order to implement the CRS among the EU Member States.

The Euro-CRS Directive was implemented into Luxembourg law by the law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation ("**CRS Law**"). The CRS Law requires Luxembourg financial institutions to identify financial assets holders and establish if they are fiscally resident in countries with which Luxembourg has a tax information sharing agreement. Luxembourg financial institutions will then report financial account information of the financial account holder (including certain entities and their controlling persons) to the Luxembourg tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis.

The Management Company will attempt to satisfy any obligations imposed on it under the CRS to avoid any penalties due to the non-compliance with the rules imposed on it under the CRS but no assurance can be given that the Management Company will be able to satisfy these obligations. If

the Management Company becomes subject to penalties as a result of the CRS, the value of Units held by all Unitholders may be affected. Any penalties resulting from the non-compliance to the rules imposed under the CRS should not be recoverable. Unitholders should contact their own tax advisers regarding the application of the CRS to their particular circumstances.

IN WITNESS WHEREOF,

The Management Company drafted these Management Regulations in the form of minutes in three original copies, one copy of which must be registered.

MK Global Kapital S.à r.l., the Management Company represented by:

[signed]
_____
Name: Johannes Feist
Title: Manager
Date: 23 October 2026

[signed]
_____
Name: Michele Mattioda
Title: Manager
Date: 23 October 2026

[signed]
_____
Name: Pape Saliou Ndao
Title: Manager
Date: 23 October 2026

[signed]
_____
Name: Nicola Ragusa
Title: Manager
Date: 23 October 2026

[signed]
_____
Name: Luiza Savchenko
Title: Manager
Date: 23 October 2026

[signed]
_____
Name: Thomas Heinig
Title: Manager
Date: 23 October 2026