

FONDO DE TITULIZACIÓN PYMES MAGDALENA 3

(a Spanish securitisation fund (fondo de titulización))

Class A EUR 142,500,000 Portfolio Credit Linked Notes due 2052
Class B EUR 199,500,000 Portfolio Credit Linked Notes due 2052



Fund sponsored and managed by:

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A.

The Notes; Application to the *Mercado Alternativo de Renta Fija*

Fondo de Titulización PYMES MAGDALENA 3 (the "**Issuer**"), a securitisation fund (*fondo de titulización*), duly incorporated under the relevant provisions of Law 5/2015 dated 27 April (*Ley 5/2015, de 27 de abril, de fomento de la financiación empresarial*), has issued on 26 June 2019 (the "**Incorporation Date**") the Class A EUR 142,500,000 portfolio credit linked notes due 2052 (the "**Class A Notes**"), the Class B EUR 199,500,000 portfolio credit linked notes due 2052 (the "**Class B Notes**"), and together with the Class A Notes, the "**Notes**").

Santander de Titulización, S.G.F.T., S.A., a management company (*sociedad gestora de fondos de titulización*) duly incorporated under the laws of Spain, registered in the special registry established for such purpose by the *Comisión Nacional del Mercado de Valores* under number 1 and with registered office is at Juan Ignacio Luca de Tena, 9-11, 28027 Madrid, is the management company (*sociedad gestora*) of the Issuer (the "**Management Company**") and requests the admission (*incorporación*) of the Notes in compliance with this Information Memorandum (*Documento Informativo de Incorporación al Mercado*) (the "**Information Memorandum**") to listing on the Alternative Fixed-Income Market (*Mercado Alternativo de Renta Fija*) ("**MARF**").

This Information Memorandum is the one required by MARF Circular 2/2018 of 4 December on admission and removal of notes in the Alternative Fixed-Income Market ("**Circular 2/2018**").

MARF is a multilateral trading facility (MTF) and it is not a regulated market in accordance with the provisions of the Royal Decree Law 21/2017 of December 29, 2017, on urgent measures to adapt Spanish law to the European Union securities market legislation ("**RDL 21/2017**"). There is no guarantee that the Notes will retain their quoted price once traded on the MARF. There is no assurance that the Notes will be widely distributed and actively traded on the market because at this time there is no active trading market. The development or the liquidity of a trading market for the Notes cannot be guaranteed.

This Information Memorandum does not constitute a prospectus (*folleto informativo*) approved and registered with the National Securities Market Commission (*Comisión Nacional del Mercado de Valores*) ("CNMV**"). The issue of the Notes does not constitute a public offering in compliance with article 35 of Royal Legislative Decree 4/2015 of 23 October approving the consolidated text of the Securities Market Law approved by the Legislative Royal Decree 4/2015, of 23 October (*texto refundido de la Ley del Mercado de Valores aprobado por el Real Decreto Legislativo 4/2015, de 23 de octubre*) ("**LMV**"), which provides for an exemption from the obligation to approve, register and publish a prospectus with the CNMV. The issue is directed exclusively to professional clients or qualified investors in compliance with article 205 of the LMV and article 39 of Royal Decree 1310/2005 of 4 November.**

No action has been taken in any jurisdiction to permit a public offering of the Notes or the distribution of the Information Memorandum or any other offering materials in any country or jurisdiction in which such actions are required for those purposes.

MARF has not made any verification or check regarding this Information Memorandum or the contents of the other documentation and information provided by the Issuer in compliance with Circular 2/2018.

Obligations of Issuer Only

The Notes will be obligations of the Issuer only and will not be obligations or responsibilities of, or guaranteed by, any of the other parties to the transactions described in this Information Memorandum and any suggestion otherwise, express or implied, is expressly excluded.

Form of Notes

The Notes have been issued and are represented book-entry form (*anotaciones en cuenta*), registered with the *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal* ("**Iberclear**") as managing entity of the central registry of the Spanish clearance and settlement system (the "**Spanish Central Registry**"), as further described in the section entitled "*Summary of Clearance and Settlement procedures applicable to Notes*" of this Information Memorandum.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission (the "SEC"), any state securities commission in the United States or any other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Information Memorandum. Any representation to the contrary is a criminal offence in the United States. The Issuer has not been registered under the Investment Company Act of 1940, as amended (the "**Investment Company Act**") and the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or any state securities laws. The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act ("**Regulation S**") and the Notes may not at any time be offered or sold within the United States or to (a) U.S. Persons as defined in Regulation S, or (b) any person that is not a "non-United States person" as that term is defined in Rule 4.7(a)(iv) promulgated by the Commodity Futures Trading Commission under the Commodity Exchange Act of 1936 (as amended), collectively "**U.S. Persons**". See "*Subscription and Sale*".

Product governance standards under MiFID II - The target market will only be eligible counterparties and professional clients

Exclusively for the purposes of the product approval process to be carried out by each producer, following the assessment of the target market for the Notes, it has been concluded that: (i) the market to which the Notes are intended to be issued is solely for "eligible counterparties" and "professional clients" as defined for each of these terms in the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU ("**MiFID II**") and their implementing legislation and (ii) all channels of distribution of the Notes to eligible counterparties and professional clients are appropriate.

Any person who, after the initial placement of the Notes, offers, sells, places, recommends or otherwise makes available the Notes (the "**Distributor**") shall take into account the assessment of the producer's target market. However, any Distributor subject to MiFID II shall be responsible for carrying out its own assessment of the target market with respect to the Notes (either by applying the evaluation of the target market of the producer or/and to identify appropriate distribution channel).

Ban of sales to retail investors in the European Economic Area – PRIIPS Regulation

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European economic area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently, no Key Information Document required by Regulation (EU) no 1286/2014 (the "**PRIIPS Regulation**") for offering or selling this note or otherwise making it available to retail investors in the EEA has been prepared and therefore offering or selling this Note or otherwise making it available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

Risk Factors

Each person contemplating making an investment in the Notes must make its own investigation and analysis of the creditworthiness of the Issuer, the Swap Counterparty and the Reference Portfolio and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment. A prospective investor who is in any doubt whatsoever as to the risks involved in investing in the Notes should consult its own independent professional advisors.

It should be remembered that the price of securities and the income from them can go down as well as up.

A discussion of certain factors, which should be considered by prospective Noteholders in connection with an investment in the Notes, is set out in the section entitled "*Risk Factors*".

Arranger and Lead Manager



The date of this Information Memorandum is 26 June 2019

Responsibility Statements

The Management Company accepts responsibility for the information contained in this Information Memorandum other than the information in the sections entitled "*Overview of Origination and Servicing of Reference Obligations*", "*Description of the Initial Reference Portfolio*" and "*Banco Santander, S.A.*" (the "**Santander and Portfolio Information**"). To the best of the knowledge and belief of the Management Company (which has taken all reasonable care to ensure that such is the case) the information contained in this Information Memorandum (other than the Santander and Portfolio Information) is in accordance with the facts and does not omit anything likely to affect the meaning of such information

The Santander and Portfolio Information has been accurately reproduced and as far as the Management Company is aware and is able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Notes are only intended to be offered in the primary market to, and held by, investors who are particularly knowledgeable in investment matters.

Representations about the Notes

No person is or has been authorised in connection with the issue and sale of the Notes to make any representation or provide any information other than as contained in this Information Memorandum and, if given or made, such representation or information should not be relied upon as having been authorised by or on behalf of the Management Company, the Issuer, the Arranger, the Lead Manager, the Paying Agent, the Swap Counterparty, the Deposit Bank, the Subordinated Lender or the Calculation Agent (the "**Transaction Parties**") (each as described in this Information Memorandum) or any person affiliated with them.

None of the Transaction Parties or any person affiliated with them have separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Transaction Parties or any person affiliated with them as to the accuracy or completeness of the information contained in this Information Memorandum or any other information supplied in connection with the Notes, their distribution or the future performance and adequacy of the Notes. Each person receiving this Information Memorandum acknowledges that such person has not relied on any of the Transaction Parties or any other person affiliated with any of them in connection with any investigation of the accuracy of the information contained herein and/or its investment decision.

Financial condition of the Issuer

Neither the delivery of this Information Memorandum nor the offer, sale, allocation, solicitation or delivery of any Note shall, in any circumstances, create any implication or constitute a representation that there has been no adverse change or event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer or in any other information contained herein since the date of this Information Memorandum or that the information contained herein is correct as at any time subsequent to the date of this Information Memorandum.

Selling Restrictions

No action has been or will be taken to permit a public offering of the Notes or the distribution of this Information Memorandum in any jurisdiction except as described in this Information Memorandum. The distribution of this Information Memorandum and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum (or any part thereof) comes are required by the Issuer and the Lead Manager to inform itself about and to observe any such restrictions.

Neither this Information Memorandum nor any part hereof constitutes an offer of, or an invitation by, or on behalf of, the Issuer or the Lead Manager to subscribe for or purchase any of the Notes. Neither this Information Memorandum, nor any part hereof, may be used for or in connection with an offer to, or solicitation by, any person in any jurisdiction or in any circumstance in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Information Memorandum nor any part hereof nor any other prospectus, form of application, advertisement, other

offering material or other information may be issued, distributed or published in any country or jurisdiction (including Spain), except in circumstances that will result in compliance with all applicable laws, orders, rules and regulations.

None of the Issuer or the Lead Manager or any of their representatives is making any representation to any offeree or purchaser of the Notes offered by this Information Memorandum regarding the legality of an investment by such an offeree or purchaser under appropriate legal, investment or similar laws. Prospective purchasers should consult with their advisers as to the legal, tax, business, financial and related aspects of a purchase of the Notes.

For a further description of certain restrictions on offers and sales of the Notes and distribution of this Information Memorandum, see "*Subscription and Sale*" below.

Any individual intending to invest in any instrument described in this Information Memorandum should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

Withholding Tax

Payments of interest, principal and premium (if any) in respect of the Notes will be made subject to any applicable withholding taxes and none of the Issuer, the Paying Agent nor any other person will be obliged to pay additional amounts as a consequence thereof. See "*Taxation in Spain*".

Interpretation

References in this Information Memorandum to "**Euro**", "**EUR**" and "**€**" are to the single currency introduced in some Member States of the European Community at the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community.

Certain figures included in this Information Memorandum have been subject to rounding adjustments. Accordingly, figures shown for the same category in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Capitalised terms used in this Information Memorandum, unless otherwise indicated, have the meaning set out in this Information Memorandum. A glossary of defined terms which are used but otherwise undefined in this Information Memorandum is set out in the section entitled "*Glossary of Defined Terms*".

An index of defined terms appears at the end of this Information Memorandum.

Any website mentioned herein does not form part of this Information Memorandum.

Documents Incorporated by Reference

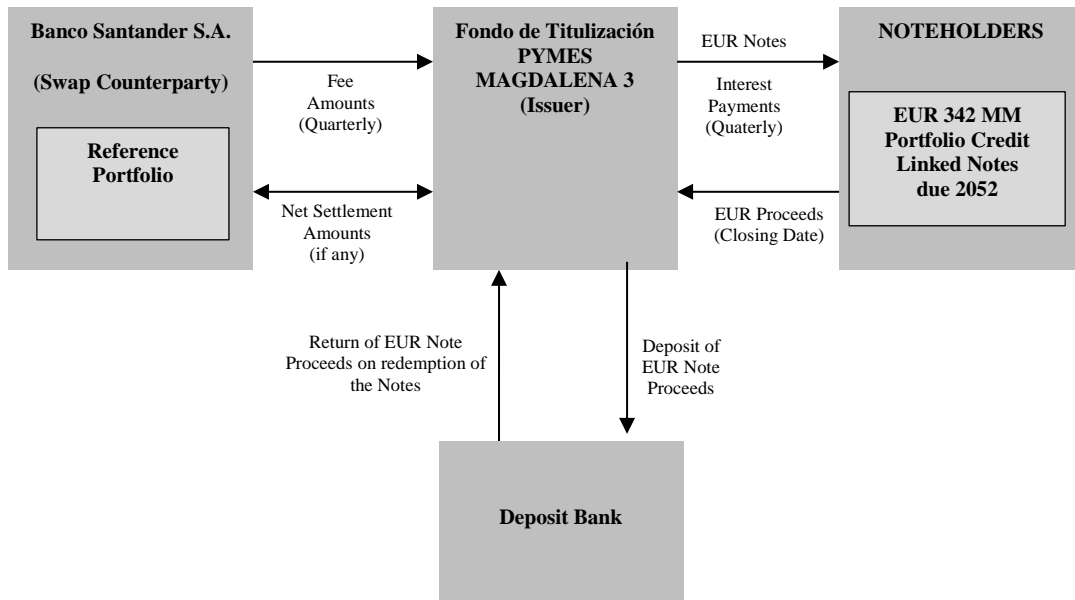
All amendments and supplements to this Information Memorandum prepared by the Issuer from time to time shall be deemed to be incorporated in, and to form part of, this Information Memorandum, **provided, however, that** any statement contained in this Information Memorandum or in any of the documents incorporated by reference in, and forming part of, this Information Memorandum shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement.

CONTENTS

	Page
TRANSACTION DIAGRAM.....	1
OVERVIEW OF THE TRANSACTION.....	2
TRANSACTION PARTIES.....	3
RISK FACTORS.....	4
OVERVIEW OF ORIGINATION AND SERVICING OF REFERENCE OBLIGATIONS	24
DESCRIPTION OF THE INITIAL REFERENCE PORTFOLIO	37
ISSUER	37
CREDIT DEFAULT SWAP	50
ELIGIBILITY CRITERIA AND PORTFOLIO GUIDELINES	65
REFERENCE REGISTER	69
THE DEPOSIT BANK AGREEMENT	71
SUMMARY OF OTHER TRANSACTION DOCUMENTS	72
USE OF PROCEEDS	74
ASESOR REGISTRADO (REGISTERED ADVISOR).....	75
TERMS AND CONDITIONS OF THE NOTES	79
BANCO SANTANDER S.A.....	95
TAXATION IN SPAIN.....	96
SUBSCRIPTION AND SALE	98
GENERAL INFORMATION	101
REPORTING OBLIGATIONS UNDER THE SECURITISATION REGULATION.....	102
GLOSSARY OF DEFINED TERMS.....	106
INDEX OF DEFINED TERMS	119

TRANSACTION DIAGRAM

This summary of terms and transaction overview is qualified in its entirety by reference to the detailed information appearing elsewhere in this Information Memorandum. In the event of any inconsistency between this summary of terms and transaction overview and the information provided elsewhere in this Information Memorandum, the information provided elsewhere in this Information Memorandum shall prevail.



OVERVIEW OF THE TRANSACTION

The Issuer will, concurrently with the issuance of the Notes, enter into a Credit Default Swap with the Swap Counterparty in respect of the Reference Portfolio. Replenishments may be made to the composition of the Reference Portfolio on or after the Closing Date in certain circumstances.

On the Closing Date, the Issuer will utilise the proceeds of the issue of the Notes to make a deposit into the Issuer Account in EUR.

Pursuant to the terms of the Credit Default Swap, on each Note Payment Date, the Swap Counterparty is required to pay to the Issuer the Fixed Amount in respect of that Note Payment Date calculated pursuant to the terms of the Credit Default Swap. The Issuer will use such Fixed Amounts, together with income received on the Issuer Account to pay interest on each Class of Notes on each Note Payment Date.

In return for payment of the Fixed Amounts, the Issuer has agreed under the terms of the Credit Default Swap that, if a Credit Event occurs and the Conditions to Settlement are satisfied in respect of a Reference Obligation, the Issuer will pay to the Swap Counterparty on each Note Payment Date an amount in EUR equal to the Aggregate Seller Payment (if any) determined in respect of the Calculation Period ending prior to such Note Payment Date.

On any date on which any Class of Notes fall due for redemption, the funds standing to the credit of the Issuer Account will be used to redeem the relevant Class of Notes, subject to and in accordance with the terms and conditions of the Notes (the "**Conditions**").

The Swap Counterparty has sought, or intends to seek, permission from its competent supervisory authority to calculate the risk weighted amounts in respect of the Reference Portfolio in accordance with the securitisation framework, based on the transaction meeting the requirements for significant risk transfer under the CRR, including the requirements to permit the Swap Counterparty to calculate the risk-weighted exposure amounts in respect of the senior securitisation positions in accordance with article 270 of the CRR.

TRANSACTION PARTIES

Issuer	Fondo de Titulización PYMES MAGDALENA 3 (the " Issuer "), a Spanish securitisation fund (<i>fondo de titulización</i>) incorporated on 26 June 2019 by means of a deed of incorporation executed before the Notary Public of the city of Madrid Mr. José María Mateos Salgado (the " Deed of Incorporation ") and managed and legally represented by
Management Company	Santander de Titulización, S.G.F.T., S.A., a management company incorporated in December 1992, registered in the special registry established for such purpose by the Spanish Securities Market Regulator (<i>Comisión Nacional del Mercado de Valores</i> or " CNMV ") under number 1 and with registered office is at Juan Ignacio Luca de Tena, 9-11, 28027 Madrid.
Swap Counterparty	Banco Santander, S.A., a Spanish credit institution registered with the Bank of Spain with number 0049 and with registered office at Santander, Paseo de Pereda, 9-12.
Deposit Bank	Banco Santander, S.A. (the " Deposit Bank ").
Paying Agent	Banco Santander, S.A. (the " Paying Agent ").
Calculation Agent	Banco Santander, S.A. (the " Calculation Agent ").
Subordinated Lender	Banco Santander, S.A. (the " Subordinated Lender ")
Independent Accountants	PricewaterhouseCoopers Auditores, S.L. (the " Independent Accountants ").
MARF Registered Advisor	Santander de Titulización, S.G.F.T., S.A..
Arranger	Banco Santander, S.A. (acting under its brand name Santander Corporate & Investment Banking)
Lead Manager	Banco Santander, S.A. (acting under its brand name Santander Corporate & Investment Banking)

RISK FACTORS

The following is a summary of certain aspects of the Notes, the Issuer and the related transactions and Transaction Parties about which prospective Noteholders should be aware. Prior to making an investment decision, prospective investors should consider carefully all of the information set out in this Information Memorandum, including the risk factors detailed below. This summary is not intended to be exhaustive, and prospective Noteholders should make their own independent evaluations of all risk factors and should also read the detailed information set out elsewhere in this Information Memorandum prior to making an investment decision.

Legal status of the Issuer

Nature of the Issuer and obligations of the Management Company

The Issuer is an isolated pool of assets without legal personality that, pursuant to Law 5/2015 is managed by the Management Company duly licensed for such purposes. The Issuer's liability for its obligations vis-à-vis its creditors (including the holders of the Notes) shall be limited in recourse to the extent of its assets and none of the Transaction Parties shall be responsible for any of the Issuer's liabilities.

The Management Company will perform for the Issuer those duties attributed to it in Law 5/2015, as well as the safeguarding of the best interest of the holders of the Notes and any other creditors of the Issuer.

The Noteholders and the other ordinary creditors of the Issuer shall not have any right of action either against the Issuer or against the Management Company other than from non-performance of their respective duties or non-compliance with the provisions of the Deed of Incorporation and the applicable laws and regulations. Any such actions will need to be resolved in the (corresponding) judicial proceedings. The Noteholders will have no recourse to the Issuer or the Management Company based only on delinquency or payment default by the Reference Entities or breach of agreement by third parties.

Mandatory replacement of the Management Company

In accordance with article 33 of Law 5/2015, if the Management Company is subject to an insolvency proceeding (*concurso*), without prejudice to the effects of such insolvency proceeding (as described below), it shall find another management company to replace it. If four (4) months have elapsed since the occurrence of the event requiring the replacement and a new management company that is prepared to take over the management of the Issuer has not been found, a trigger event for the early liquidation of the Issuer will occur and the Notes and other obligations of the Issuer will be redeemed or repaid, as the case may be, in accordance with the provisions of the Deed of Incorporation.

Insolvency

The insolvency proceeding (*concurso*) of any of the parties involved (whether it be the Management Company, the Deposit Bank or any other counterparty of the Issuer) could affect their contractual relations with the Issuer as provided in the Law 22/2003, of 9 July, on Insolvency (*Ley 22/2003, de 9 de Julio, Ley Concursal*) (the "**Spanish Insolvency Law**").

In this respect, if the Management Company is declared insolvent (*concurso*), it must be replaced by another management company as indicated above. In the event of insolvency of the Management Company, any assets of the Issuer that are in the possession of the Management Company and in respect of which the Management Company has no right of use, surety or retention -except for money due to its fungible nature- and that form part of the latter's assets will be construed as belonging to the Issuer, and the insolvency officials (*administración concursal*) must deliver them to the Issuer.

In practice, due to the nature of the securitisation transaction in question, and except in the event of a breach by the parties, no cash amounts will become part of the assets of the Management Company since the amounts that constitute the revenues of the Issuer must be deposited, in accordance with the terms set forth in the Deed of Incorporation and the relevant Transaction Documents, in the accounts opened on behalf of the Issuer by the Management Company (which will be involved in opening such accounts not only as the agent of the Issuer, but as its legal representative). Therefore, the Issuer would be entitled to absolute separation of those assets from the Management Company in this respect, in the terms set forth in articles 80 and 81 of the Spanish Insolvency Law.

Banco Santander, S.A. is also subject to Law 11/2015, of 18 June 2015, on the recovery and resolution of credit entities and investment firms (*Ley 11/2015, de 18 de junio, de recuperación y resolución de entidades de crédito y empresas de servicios de inversión*), which implements in Spain the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms ("**BRRD**"). Application of those provisions may delay or in certain cases impede the recovery of the amounts deposited in accounts opened in Banco Santander, S.A. as Deposit Bank.

The Issuer cannot be subject to insolvency proceedings (*concurso*) under the Spanish Insolvency Law, although it can be liquidated upon occurrence of any of the events set forth in its Deed of Incorporation.

Investor Suitability

Investor Considerations

The Notes are complex securities and prospective investors should ensure that they have sufficient knowledge, experience and access to professional advisers with the expertise necessary to evaluate the information contained in this Information Memorandum and to make their own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Notes and that they consider the suitability of the Notes as an investment in light of their own circumstances and financial condition. An investor should not purchase Notes unless it understands the principal repayment, credit, liquidity, market and other risks associated with the Notes.

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of such investment in light of its own financial and risk circumstances. In particular, each potential investor should:

- (a) be capable of bearing the economic risk of an investment in the Notes for the period up until the date on which the Notes mature and understand that the terms of the Notes are such that they may suffer a loss of some or all of their original principal investment;
- (b) recognise that in case the Notes need to be sold prior to maturity, the investor may have to do so at a substantial discount from the initial price, and as a result may suffer substantial losses;
- (c) have read and understand the terms of the Credit Default Swap at the time of investment and understand the risks associated with an indirect exposure to such agreements and understand that its exposure is synthetic and is to a blind pool of Reference Obligations under the Credit Default Swap;
- (d) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Information Memorandum;
- (e) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (f) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (g) understand thoroughly the terms of the Notes and be familiar with the behaviours of any relevant financial markets;
- (h) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and
- (i) undertake such due diligence as it deems necessary in the circumstances in relation to the Swap Counterparty and its business practices, the Reference Portfolio and the manner in which

Replenishments and Substitutions can be made to the Reference Portfolio and Recoveries may be determined.

Investors may not rely on any Transaction Party in connection with its determination as to the legality of acquisition of the Notes or as to the other matters referred to in these risk factors. Neither the Management Company, the Issuer nor any of the other Transaction Parties is acting as an investment adviser, or assumes any fiduciary obligation, to any investor in the Notes (except for the duties legally vested on the Management Company by Law 5/2015). The Transaction Parties do not assume any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any Reference Entity or any other Transaction Party.

The Notes are not a suitable investment for all investors. The Notes are not a conventional investment and carry various unique investment risks, which prospective investors should understand clearly before investing in the Notes. In particular, an investment in the Notes involves the risk of a partial or total loss of investment. An investment in the Notes does not provide the same exposure as a direct investment in the Credit Default Swap or any underlying Reference Obligation.

Tax consequences of holding the Notes

Potential investors should consider the tax consequences of investing in the Notes and consult their tax adviser about their own tax situation.

Considerations Related to the Notes

Obligations of the Issuer, Limited Assets and Liability under the Notes

The Issuer is a Spanish securitisation fund (*fondo de titulización*) with no business operations other than the issue of the Notes and the entering into of the Transaction Documents. The Notes are limited recourse obligations of the Issuer and amounts due in respect of the Notes are payable only to the extent that the Issuer receives monies due to it under the Transaction Documents. The Issuer will not have any other funds available to it to meet its obligations under the Notes and its obligations ranking in priority to, or *pari passu* with, the Notes. The only funds available to the Management Company on behalf of the Issuer for and on behalf of the Noteholders and the other Creditors will consist solely of the Available Funds. The Noteholders will have no right to proceed directly against, amongst others, the Swap Counterparty in respect of the Credit Default Swap or to take title to, or possession of, the Available Funds.

The Issuer is the only entity responsible for making any payments on the Notes. The Notes will be obligations of the Issuer only and will not be obligations or responsibilities of, or guaranteed by, any other person or entity. In particular, the Notes will not be obligations or responsibilities of, and will not be guaranteed by, any of the other Transaction Parties or any person affiliated with them.

If distributions of amounts received by the Issuer under the Transaction Documents and the Available Funds are insufficient to make payments on the Notes in full, no other assets will be available for payment of any such shortfall and no debt shall be owed by the Issuer in respect of any such shortfall. The entitlement of the Noteholders of each Class of Notes in respect of both principal and interest will be limited to the Available Funds applied in accordance with the applicable Priority of Payments and will rank junior to (1) payment of taxes of the Issuer, (2) payment *pari passu* and rateably of any Issuer Operating Expenses then due and, (3) payment or satisfaction of all amounts then due and unpaid to the Swap Counterparty under the terms of the Credit Default Swap. Moreover, payment of principal and/or interest to the Noteholders of Class B may be subordinated in certain scenarios to payments of principal and/or interest to the Noteholders of Class A.

Accordingly, the Noteholders of each Class may receive on redemption an amount less than the face value of their Notes and the Issuer may be unable to pay, in full, interest due on the Notes.

Limited Funds Available to the Issuer to Pay Expenses

The funds available to the Issuer to pay Issuer Operating Expenses are subject to receipt of such payment from the Swap Counterparty. In the event that such funds are not sufficient to pay such Issuer Operating Expenses the ability of the Issuer to operate effectively may be impaired, and it may not be able to defend or prosecute legal proceedings that may be brought against it or that it might otherwise bring to protect the interests of the Issuer.

Issuer's Third Party Litigation

The Issuer's investment activities subject it to the normal risks of becoming involved in litigation by third parties. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would be borne by the Issuer and would reduce the amounts available for distribution and the Issuer's net assets.

Uncertainty of Final Redemption Date since it is linked to the Termination Date under the Credit Default Swap

The Final Redemption Date of the Notes is not fixed and is linked to the Termination Date under the Credit Default Swap. The Termination Date under the Credit Default Swap may fall a significant period after 20 March 2050 (being the Scheduled Termination Date) because, for example, of Reference Obligations in respect of which Credit Events have occurred but which have not yet become Verified Reference Obligations.

Conversely, the Final Redemption Date of the Notes may arise much earlier than the Scheduled Redemption Date if, for instance, the Termination Date under the Credit Default Swap occurs earlier as a result of an event of default or certain other termination events under the Credit Default Swap. The circumstances in which the Termination Date may occur earlier than scheduled under the Credit Default Swap are set out in more detail in the Credit Default Swap – see "*Credit Default Swap*" below. No mark-to-market value will be payable by or to the Issuer in respect of any such early occurrence of the Termination Date. In these circumstances, the Noteholders will not have the benefit of any further positive performance in respect of the Notes and each Note will be redeemed at the Principal Balance in accordance with the Liquidation Priority of Payments.

No Market for the Offered Notes; Lack of Liquidity

The offered Notes are addressed solely to qualified investors as defined in article 39 of Royal Decree 1310/2005, of 4 November, partly developing the Law 24/1988, of 28 July, on the Spanish Securities Market Law in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose (*Real Decreto 1310/2005, de 4 de noviembre, por el que se desarrolla parcialmente la Ley 24/1988, de 28 de julio, del Mercado de Valores, en materia de admisión a negociación de valores en mercados secundarios oficiales, de ofertas públicas de venta o suscripción y del folleto exigible a tales efectos*).

The offered Notes are a new issue of securities for which there is currently no market. Neither the Issuer nor the Lead Manager intend to create a market for the offered Notes. Accordingly, no assurance can be given as to the development or liquidity of any market for the offered Notes. Because there is currently no market for the offered Notes, investors must be able to bear the risks of their investment in the offered Notes for an indefinite period of time.

Lack of Liquidity in the Secondary Market May Adversely Affect the Market Value of the Notes

The secondary market for asset-backed securities has in the past experienced severe disruptions resulting from reduced investor demand for such securities. This has had a material adverse impact on the market value of asset-backed securities and resulted in the secondary market for asset-backed securities experiencing very limited liquidity during such severe disruptions.

If limited liquidity were to occur in the secondary market it could have an adverse effect on the market value of asset-backed securities and instruments similar to the Notes, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors. Consequently, an investor in the Notes may not be able to sell or acquire credit protection on its Notes readily and market values of the Notes are likely to fluctuate. Any fluctuations may be significant and could result in significant losses to an investor. It is not known whether such market conditions will reoccur.

Allocations of Loss

Upon satisfaction of the Conditions to Settlement in respect of one or more Reference Obligations under the Credit Default Swap, the Issuer may be obliged to pay an Aggregate Seller Payment to the Swap

Counterparty on a Note Payment Date. If the Issuer is required to make such a payment, the Principal Balance of one or both Classes Notes will be reduced, in reverse order of seniority, on such Note Payment Date without any commensurate payment to Noteholders, by the amount of the relevant Aggregate Seller Payment.

Interest Entitlement

The amount of interest payable on the Notes in respect of a Note Payment Date will be determined by reference to the Principal Balance of the Notes and reductions in the Principal Balance of the Notes will reduce the amount of such interest payable on the Notes accordingly. In certain circumstances, upon the determination of a Credit Protection Adjustment Amount in respect of a Note Payment Date, the Principal Balance of one or both Notes will be increased in order of seniority and the Interest Amount payable in respect of the relevant Notes on such Note Payment Date will be increased to account for interest that would have otherwise accrued on such amount. Each potential investor should be aware that the risks associated with each such Class of Notes may differ as a consequence of the fact that Credit Protection Payment Amounts will be used to reduce the Principal Balance of both Classes of Notes in reverse order of seniority.

Leveraged Investment

Under the Credit Default Swap, the Issuer will be required to pay the Aggregate Seller Payment (if positive) to the Swap Counterparty as a result of Credit Events occurring in respect of the Reference Obligations in the Reference Portfolio. The Credit Default Swap is a leveraged arrangement because the Issuer is (and therefore the Noteholders are) exposed to the risks on the entire Reference Portfolio (with an Initial Reference Portfolio Amount of EUR 3,000,000,023.00, (being the sum of the Reference Obligation Notional Amount of each Reference Obligation comprising the Initial Reference Portfolio) while the potential liability of the Issuer for positive Aggregate Seller Payments to the Swap Counterparty under the Credit Default Swap is limited to the Initial Protected Amount being EUR 342,000,000. The excess of the Initial Reference Portfolio Amount under the Credit Default Swap over this amount increases the risk of loss to the Issuer and the Noteholders. Accordingly, the Noteholders are subject to a higher risk of losing all or part of their investment.

Volatility

The market value of the Notes may fluctuate with changes in prevailing rates of interest, market perceptions of the risks associated with the Notes, supply and other market conditions. Consequently, any sale of Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of such Notes.

Delays in Redemption Related to the Calculation of the Aggregate Seller Payments

The Notes will be subject to mandatory or optional redemption as described in paragraph 6 (*Redemption, Reduction, Reinstatement and Cancellation*) of the section entitled "*Terms and Conditions of the Notes*", but redemption payments may be delayed in certain circumstances where Initial Credit Protection Amounts or Worked Out Credit Protection Amounts have not been calculated under the Credit Default Swap in respect of any outstanding Credit Events as of the date of such redemption.

Since the Swap Counterparty may deliver a Credit Event Notice at any time after the occurrence of a Credit Event, Credit Event Notices may have been delivered in respect of one or more Defaulted Reference Obligations on or prior to the Termination Date but the related Worked Out Credit Protection Amount may not have been determined as of such date. In such circumstances, a portion of the Notes of one or both Classes (pursuant to a reverse order of seniority) equal to the Initial Note Extension Amount shall remain outstanding until the end of the Extension Period. For the avoidance of doubt, the remainder of the Notes will be redeemed on the Termination Date, and only the amount necessary to be retained in accordance with the terms of the Transaction Documents during the Extension Period will be retained.

During the Extension Period, any Notes remaining outstanding shall continue to bear interest, payable quarterly in arrear at the rate specified in paragraph 5 (*Interest*) of the section entitled "*Terms and Conditions of the Notes*".

Early Redemption of the Notes

Early redemption of the Notes may occur in any of the following circumstances, in each instance at the then Principal Balance of the Notes:

- (i) in whole, following the designation of an Early Termination Date in respect of the Credit Default Swap by either the Issuer or the Swap Counterparty;
- (ii) in whole, following the designation by the Swap Counterparty of an Optional Termination Date in respect of the Credit Default Swap by reason of a Regulatory Event, a Clean-up Event or on, or at any time following, the First Optional Termination Date (*provided that* an Initial Termination Date or the Final Exhaustion Date has not already occurred);
- (iii) the occurrence of the Scheduled Termination Date;
- (iv) the occurrence of the Failure Date; or
- (v) in whole, following the occurrence of the Servicer Default Date or the Issuer Liquidation Date (i.e., following four (4) months since the declaration of insolvency of the Management Company where a new management company that is prepared to take over the management of the Issuer has not been found).

On the assumption that full repayment of the Reference Obligations takes place in accordance with their respective contractual repayment schedule (and that the repayment schedule of the Reference Portfolio is not changed as a consequence of any Replenishments or Substitutions), in the event that the Swap Counterparty designates an Early Termination Date by reason of the Clean-up Event immediately upon the occurrence of the date on which the Protected Reference Portfolio Notional Amount has been reduced to or below ten per cent. of the Protected Reference Portfolio Amount, the Early Redemption Date of the Notes would be 21 September 2026.

Regulatory Change

The Credit Default Swap defines "**Regulatory Event**" as meaning that any of the following occurs: (a) a notification or other communication by any applicable regulatory or supervisory authority is received by the Swap Counterparty which states that the amount of regulatory capital which the Swap Counterparty is required to hold in respect of the Reference Portfolio is materially greater than the amount of regulatory capital which the Swap Counterparty anticipated being required to hold in respect of the Reference Portfolio as a consequence of entering into the Transaction (determined by reference to the regulatory requirements in force on the Effective Date); or (b) the Swap Counterparty, acting reasonably, determines that there is a material adverse change in the Swap Counterparty's ability to reflect the full benefit of the Transaction as anticipated by it on the Effective Date as a result of the enactment or effective date of or supplement or amendment to, or a change in, law, policy or official interpretation of any relevant regulations or as a result of any official communication, interpretation or determination made by any relevant regulatory authority, in each case occurring after the Effective Date and which cannot be avoided by the Swap Counterparty using commercially reasonable efforts, provided that in respect of each of (a) and (b) above, such event shall be beyond the Swap Counterparty's reasonable control and the Swap Counterparty shall provide evidence to the Issuer of the occurrence and details thereof.

For the avoidance of doubt, the amount of regulatory capital which the Swap Counterparty anticipates being required to hold in respect of its exposure to the Reference Portfolio:

- (a) shall take into account the Revised Securitisation Framework; and
- (b) shall not take into account either (i) any changes to the Revised Securitisation Framework or any implementing regulations, policies or guidelines in respect thereof announced or published after the Closing Date or (ii) any other proposed changes to any applicable law or regulation.

Circumstances in which a Regulatory Event could be triggered may include circumstances where the Swap Counterparty is required to subscribe all or a majority of the Note.

Principal on the Notes May Be Paid Earlier Than Expected

The Reference Obligations may be repaid or disposed of prior to the Scheduled Redemption Date. In the event that a Reference Obligation is repaid prior to the Scheduled Redemption Date and to the expiry of the Replenishment Period, the Swap Counterparty may, but is not obliged to, replenish the Reference Portfolio pursuant to the terms of the Credit Default Swap before the expiry of the Replenishment Period. In the event that a Reference Obligation is repaid or disposed of prior to the Scheduled Redemption Date and prior to the expiry of the Replenishment Period and the Swap Counterparty elects not to replenish the Reference Portfolio, the Swap Counterparty may designate a Portfolio Amortisation Amount. If the Swap Counterparty designates a Portfolio Amortisation Amount in respect of any Calculation Date, then the Issuer shall, on the immediately following Note Payment Date apply an amount equal to the an amount equal to the aggregate of the relevant Available Redemption Funds in or towards redemption of the Notes (together with any accrued but unpaid interest thereon).

No premium will be paid upon an early redemption of the Notes. If Noteholders receive principal on the Notes earlier than expected, Noteholders may not be able to reinvest such principal at a similar rate of return.

Risks related to the Transaction Parties

The Issuer's reliance on the Management Company

The Issuer has no separate legal personality, it being managed and represented by the Management Company. In the event that the Management Company fails to perform its obligation of the Issuer, the Noteholders may be adversely affected.

The Issuer's Reliance on Certain Transaction Parties

The Issuer is a party to contracts with a number of third parties who have agreed to perform certain services in relation to, amongst other things, the Notes. For example, the Swap Counterparty has agreed to enter into the Credit Default Swap with the Issuer and the Deposit Bank and the Paying Agent have agreed to provide, amongst other things, payment, administration and calculation services in connection with the Notes. In the event that any relevant third party fails to perform its obligations under the respective agreements to which it is a party, the Noteholders may be adversely affected.

Reliance on Creditworthiness and Performance of Transaction Parties

The ability of the Issuer to meet its obligations under the Notes will be dependent, where applicable, upon the payment of all sums due from the Swap Counterparty under the Credit Default Swap, the payment of all sums due under the Deposit Bank Agreement by the Deposit Bank, the payment by the Paying Agent of payments required pursuant to the Paying Agency Agreement and upon the performance by all Transaction Parties of their respective obligations under the other Transaction Documents.

Accordingly, Noteholders are exposed, among other things, to the creditworthiness of the Swap Counterparty, the Deposit Bank and the Paying Agent, and should undertake their own due diligence in this regard.

None of the Transaction Parties (other than the Paying Agent and pursuant to that role only) is obliged to make payments to the Noteholders in respect of the Notes. None of the Issuer or any other Transaction Parties guarantees the value of the Notes at any time or is obliged to make good on any losses suffered as a result of Credit Events under the Credit Default Swap or otherwise.

Conflicts

Various potential and actual conflicts of interest may arise between the interests of the Noteholders, on the one hand, and the interests of any of the Transaction Parties, on the other hand, as a result of the various businesses and activities of the Transaction Parties, and none of such persons is required to resolve such conflicts of interest in favour of the Noteholders (except for the obligations legally vested on the Management Company, who, pursuant to Article 26.1.f) of Law 5/2015 must have in place procedural and organisational measures to prevent potential conflicts of interests.

Roles of Transaction Participants

Banco Santander, S.A. will be acting in a number of capacities in connection with the transactions described herein which could give rise to conflicts of interests with the Noteholders. Banco Santander, S.A. will be the Swap Counterparty under the Credit Default Swap, the Calculation Agent under the Credit Default Swap and the Deposit Bank.

Banco Santander, S.A. will be the Paying Agent, the Subordinated Lender and the Deposit Bank.

Banco Santander, S.A., and/or its Affiliates, acting in such capacities in connection with such transactions, will have only the duties and responsibilities expressly agreed to by such entity in the relevant capacity and will not, by virtue of its or any of its Affiliates acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided with respect to each such capacity.

Other Business of the Swap Counterparty

The Swap Counterparty and its Affiliates may engage in other business and furnish investment management, advisory and other types of services to other clients whose investment policies differ from those followed by the Swap Counterparty under the Credit Default Swap and from which they may derive revenues and profits in addition to the fees stated in the various Transaction Documents, without any duty to account to any person therefor. The Swap Counterparty may make recommendations to or effect transactions with other clients which may differ from those effected with respect to the Credit Default Swap.

Conflicts between the Swap Counterparty and the Noteholders

The Noteholders' rights to payment from the Available Funds will be subordinated to the prior rights of, among others, the Swap Counterparty in respect of the Issuer's obligations to the Swap Counterparty under the Credit Default Swap.

Conflicts between the Noteholders and other creditors

The Noteholders' rights to payment from the Available Funds will be subordinated to the prior rights of other creditors in accordance with the Priorities of Payments.

Clearing and settlement

The Notes will be registered with Iberclear. Consequently, no physical Notes will be issued. Clearing and settlement relating to the Notes, as well as payment of interest and redemption of principal amounts, will be performed within Iberclear's account-based system. Noteholders are therefore dependent on the functionality of Iberclear's account-based system.

Title to the Notes will be evidenced by book entries, and each person shown in the Spanish Central Registry managed by Iberclear and in the registries maintained by the Iberclear Members as being a holder of the Notes shall be (except as otherwise required by Spanish law) considered the Noteholder of the principal amount of the Notes recorded therein.

The Issuer will discharge its payment obligation under the Notes by making payments through Iberclear. Noteholders must rely on the procedures of Iberclear and its participants to receive payments. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, Noteholders of the Notes according to book entries and registries as described in the previous paragraph.

A summary of clearance and settlement procedures applicable to book-entry Notes in Spain is contained under "*Summary of clearance and settlement procedures applicable to book-entry Notes*".

Considerations Related to the Credit Default Swap

Credit Exposure to Reference Obligations

The repayment of principal of and, due to the potential reduction in the principal amount, payment of interest on the Notes is conditional upon the performance of the Reference Entities as described herein.

Due to the credit-linked nature of the Notes, investors have a credit exposure to the Reference Obligations via the Credit Default Swap. Defaults, valuations and actual or estimated losses in respect of the Reference Obligations referenced under the Credit Default Swap may affect the extent of losses suffered by Noteholders.

Credit exposure via credit derivative transactions (as in the case of credit-linked notes or synthetic collateralised debt obligations) may involve risks that are additional to those which would occur if investors had a direct holding of the Reference Obligations. The terms of the Credit Default Swap include, in particular, credit events defined therein and a loss calculation methodology which may result in a different (and potentially greater) risk of loss and (if the measure of loss cannot be measured by reference to ultimate recoveries) a different (and potentially greater) measure of loss as compared to the risk of actual default and ultimate recovery applicable to an actual holding in the relevant Reference Obligations of the Reference Entity.

The amount repayable in respect of the Notes is dependent in part upon whether, and the extent to which, one or more Credit Events have occurred in relation to any Reference Obligation on or before the Final Redemption Date. The occurrence of a Credit Event may affect the yield to maturity of the Notes, the rate of principal repayments on the Notes and ultimately the Issuer's ability to redeem the Notes in full. Accordingly, the Issuer, and therefore the Noteholders, will have exposure to the credit risk of the Reference Portfolio and the Noteholders may lose some or all of the amounts invested in the Notes as a result of Credit Events occurring with respect to all or a portion of the Reference Portfolio. For the avoidance of doubt, the Notes are not intended to be repaid out of the proceeds of any sale of the Reference Obligations and the amounts repayable are therefore not dependent on whether or not such asset sales can be achieved. Investors are referred to the section entitled "*Description of the Initial Reference Portfolio*" for more detailed information in respect of the Initial Reference Portfolio. Upon an Aggregate Seller Payment being paid, the aggregate Principal Balance of one or both Classes of Notes will be reduced in reverse order of seniority by an amount equal to such Aggregate Seller Payment on the relevant Note Payment Date until the Principal Balance of such Class or Classes of Notes is zero.

Accordingly, Noteholders will be exposed to the credit risk of the Reference Entities to the full extent of their investment in the Notes.

A reduction in the aggregate Principal Balance of a Class of Notes will affect the Interest Amount due and payable on the Notes on such Class on a Note Payment Date and the amount of principal ultimately payable on the Notes of such Class on a Note Payment Date insofar as interest and principal on the Notes of such Class will only be paid on the relevant Principal Balance.

The Reference Obligations and/or the Reference Obligation Notional Amount of each Reference Obligation may be changed from time to time by the Swap Counterparty, subject to certain conditions set out in the Credit Default Swap. See the sub-sections entitled "*Reference Obligation Notional Amounts*" and "*Replenishment and Substitution*" in the section "*Credit Default Swap*."

No Legal or Beneficial Interest in Reference Obligations

Under the terms of the Credit Default Swap, the Issuer will have a contractual relationship only with the Swap Counterparty and will not have any recourse to the Reference Entities. Furthermore, the Swap Counterparty will not be, and will not be deemed to be acting as, the agent or trustee of the Issuer in connection with the exercise of, or the failure to exercise, its rights or powers (if any) arising under or in connection with any Reference Obligation. Consequently, the Credit Default Swap does not constitute a purchase, assignment or other acquisition of any interest in any Reference Obligation. The Issuer, therefore, will have rights solely against the Swap Counterparty in accordance with the Credit Default Swap and will have no recourse against any Reference Entity or to any Reference Obligations or to any guarantor of any Reference Obligations. The Issuer will have no right directly to enforce compliance by the obligor and/or guarantor of a Reference Obligation with the terms of such Reference Obligation or any rights of set-off against the obligor and/or guarantor of a Reference Obligation or any voting rights with respect to any Reference Obligation. The Issuer will not have the benefits of any remedies that would normally be available to a holder of a Reference Obligation. The Reference Obligations will be administered and enforced by the relevant servicer in accordance with Banco Santander, S.A.'s credit and collection policy and servicing principles as in force from time to time or equivalent credit and collection policy and servicing principles (see the sections entitled "*Overview of Origination and Servicing of Reference Obligations*" and "*Credit Default Swap – The Reference Portfolio*").

None of the Issuer, the Management Company, the Arranger or the Lead Manager has undertaken any legal due diligence in respect of the Reference Portfolio, the Reference Entities or the terms of any Reference Obligation.

The Credit Default Swap is linked to a portfolio of Reference Obligations selected by the Swap Counterparty

The Reference Obligations referenced by the Credit Default Swap are selected at the discretion of the Swap Counterparty. Whilst the Reference Portfolio is required to satisfy certain eligibility criteria (see "*Eligibility Criteria*" below) and the Credit Default Swap sets out the process, circumstances and conditions relating to the Reference Portfolio being the subject of a Replenishment, a Substitution, reduction and removal, any selections will be made in the Swap Counterparty's sole and absolute discretion and acting in its sole commercial interest.

Subject to complying with the specific terms set out in the Credit Default Swap, the Swap Counterparty will make Replenishments and/or Substitutions in any manner it wishes and the Swap Counterparty is not required to, and will not, take into account the interests of or otherwise seek consent from Noteholders or any other person in making such Replenishments and/or Substitutions. Accordingly, any such Replenishment and/or Substitution may have an adverse effect on the credit risk and value of the Notes.

Without limitation to the general discretion referred to above, prospective investors should note that while selecting the Reference Entities for inclusion in the Reference Portfolio (including with respect to Replenishments and Substitutions), the Swap Counterparty may prioritise Reference Obligations which would be harder otherwise to trade or hedge in the Credit Default Swap market on standard terms or by other means and/or which have the highest relative regulatory risk weighting.

Investors may not be able to assess the specific risks associated with any particular Reference Obligation nor be able at any time to identify the exact composition of the Reference Portfolio, the probability of a Credit Event occurring, any correlation between Reference Obligations (such that a Credit Event in respect of one Reference Obligation is likely to result in a Credit Event on other Reference Obligations), the probable Recoveries or any other matter which ordinarily would be assessed when a party assumes credit exposure to one or more Reference Obligations. Investors may not at any time rely on the Issuer, the Swap Counterparty or any of its Affiliates on their behalf to monitor whether or not a Credit Event, potential Credit Event or an event adversely affecting the Reference Entities or the Notes has occurred. Furthermore, upon work out of a Credit Event, the terms relating to precisely how the amounts relating to such work out are determined will not be disclosed to Noteholders.

Other than as set out in the terms of the Credit Default Swap, no assurance can be given that the Reference Portfolio will be fully compliant with the Eligibility Criteria or Portfolio Guidelines (as set out in the Credit Default Swap) at any time and no representation is given by the Issuer, the Swap Counterparty, the Management Company or any other person as to the creditworthiness, expected default rate or expected loss in respect of any Reference Obligation.

Investors must read and understand these criteria carefully in order to understand the potential universe of Reference Obligations which may be referenced by the Credit Default Swap and will be selected by the Swap Counterparty acting in its own commercial interests (which may conflict with those of the Issuer and the Noteholders). Many of such criteria involve subjective determinations by the Swap Counterparty (see further under "*Information observed on Banco Santander, S.A.'s systems is information which has been prepared for Banco Santander, S.A.'s internal use; information may be based on other Relevant Lender information*").

The Issuer, the Swap Counterparty and/or its Affiliates or any other party may, whether by virtue of the types of relationships described herein or otherwise, at any time, be in possession of information in relation to a Reference Obligation, a Reference Entity or any obligor relating to a Reference Obligation that is or may be material in the context of the issue of the Notes and that may or may not be publicly available or known to the Noteholders. Neither the Notes nor any of the Transaction Documents create any obligation on the part of the Issuer, the Swap Counterparty or any other person to disclose to any Noteholder any such relationship or information (whether or not confidential). Unless otherwise expressly agreed in writing, neither Banco Santander, S.A. nor any of its Affiliates is required to provide any information to the Noteholders at any time regarding the Reference Entities or any obligor relating to the Obligation or the prospect or likelihood of the occurrence of a Credit Event in respect of a Reference Entity.

Information observed on the Swap Counterparty's systems is information which has been prepared for the Swap Counterparty's internal use; information may be based on other Relevant Lender information

The determination of certain key matters in relation to the Notes and the Credit Default Swap (such as whether the Eligibility Criteria or Portfolio Guidelines have been satisfied, identifying any security or collateral in respect of a Reference Obligation and, if applicable, the Recoveries in relation to the Reference Obligations that will apply in connection with the determination under the Credit Default Swap of Initial Credit Protection Amounts and Credit Protection Adjustment Amounts in respect of Reference Obligations following the occurrence of a Credit Event (as to which, see "*Risks relating to determination of Credit Protection Adjustment Amounts*")) is dependent on certain information observed on Banco Santander, S.A.'s internal systems. Such information is prepared for internal purposes and Banco Santander, S.A. and/or its Affiliates make no representation (either express or implied), and do not assume any liability, to third parties with respect to, or for, such information. Each prospective investor in the Notes should ensure that it has had such access to such financial and other information concerning the Swap Counterparty and its Affiliates and the manner in which the Swap Counterparty and its Affiliates run their affairs as it deems necessary and appropriate in order to make an informed investment decision. Furthermore, prospective investors must recognise that the Swap Counterparty's systems and procedures may change from time to time, without notification to any third party including the Noteholders, and, in making any such changes, neither the Swap Counterparty nor any of its Affiliates is required to take into account the interests of either the Notes or the Noteholders.

In respect of any Reference Obligations, certain key matters may alternatively be determined by reference to information provided by a third party holder of the relevant underlying Obligation in circumstances where, for the purposes of the Credit Default Swap, the Relevant Lender is an entity other than the Swap Counterparty. Such information will be determined on the basis of such matters as the Relevant Lender deems appropriate without regard to either the existence of the Notes or the considerations of the investors.

No representation or warranty whatsoever is given by the Swap Counterparty, any Relevant Lender or any other person as to whether or not such information, data or related determination is accurate or complete or has reasonably been determined.

Accordingly, investors are wholly subject to the quality of such data and information and the procedures, processes and policies of the relevant provider relating to how such data and information is determined and collated. Investors will have no way of verifying such data and other information and are not entitled to carry out any due diligence on such procedures, processes and policies (which, in any event may change from time to time) and will not have any remedy for any errors or omissions in the preparation of such data or information or in the relevant procedures, processes and policies.

Risks relating to determination of Credit Events

Following the occurrence of each Credit Event, the Swap Counterparty will determine, in accordance with the terms of the Credit Default Swap, whether and when a Credit Event has occurred with respect to a Reference Obligation. Such determination will be verified by the Independent Accountants and Noteholders will be bound by such determination. The Swap Counterparty will behave in respect of any Reference Obligation without regard to the interests of the Noteholders.

Risks relating to security for Reference Obligations

The security granted in respect of a Reference Obligation may also be securing one or more other obligations. In such circumstances, any proceeds from the enforcement of such security will be allocated between the Reference Obligation and such other obligations in accordance with the terms of the relevant legal agreements and any other applicable law. Accordingly, the amount of the proceeds of such enforcement which may constitute Recoveries in respect of a Reference Obligation will vary over time due to, for example, any repayments or prepayments of the Reference Obligation or any release or enforcement of the security which may arise due to actions taken by the Relevant Lender in respect of the Reference Obligation in accordance with its normal business practice as a reasonable and prudent lender.

Risks relating to determination of Credit Protection Adjustment Amounts

The amount by which the Principal Balance of a Class of Notes may be reduced from time to time following the occurrence of Credit Events will depend on the size of Initial Credit Protection Amounts, Credit

Protection Adjustment Amounts and Late Recovery Amounts calculated in respect of such Credit Events under the Credit Default Swap.

Noteholders are subject to the decisions made by the recovery management team of the Relevant Lender in respect of the relevant Credit Event and the processes and policies relating to how such Recoveries are obtained or the Defaulted Reference Obligation otherwise is treated by the Relevant Lender. The Relevant Lender may employ a number of different strategies in respect of obtaining Recoveries, including but not limited to the enforcement of any collateral. Recoveries may differ significantly from observed historic default rates and recoveries. For the avoidance of doubt, no provision of the Credit Default Swap requires automatic liquidation of the Reference Obligations at market value.

In determining the manner in which any Recoveries are made, the Relevant Lender is not obliged to take into account the effect on the Notes and therefore does not assume any liability to third parties, including the Noteholders in respect of the same. See *"Information observed on the Swap Counterparty's systems is information which has been prepared for the Swap Counterparty's internal use; information may be based on other Relevant Lender information"* above.

Concentration Risk –Industry Sector Consideration and Geographical Concentration

The Reference Entities are located in Spain. The risk of Credit Events occurring with respect to the Reference Portfolio and the risk to the Issuer of being required to pay or pay an increased amount of Aggregate Seller Payments may be adversely affected by any deterioration in the economic condition of the areas in which the Reference Entities are located or any deterioration in the economic conditions of other areas that causes an adverse effect on the ability of the Reference Entities to repay the Reference Obligations could increase the risk of losses on the Reference Obligations.

Reliance on the Performance by the Servicer to Effectively Service the Reference Obligations

Recoveries in respect of Defaulted Reference Obligations will affect the quantum of any Credit Protection Adjustment Amount in respect thereof and thereby potentially result in a further Aggregate Seller Payment being made to the Swap Counterparty.

The Swap Counterparty will, in the Credit Default Swap, covenant to procure that the Reference Obligations will continue to be serviced in accordance with the relevant servicer's established procedures from time to time for servicing loans that are similar in type to the Reference Obligations. However, none of the Issuer, the Management Company or the Noteholders will have any right to compel any such servicer to take or refrain from taking any actions. If the relevant servicer fails to perform in accordance with the servicing principles, this could adversely affect the Recoveries in respect of Defaulted Reference Entities and the related Aggregate Seller Payments, thereby potentially resulting in losses to Noteholders.

Accordingly, the Noteholders are relying on the business judgement and practices of the relevant servicer in administering the Reference Obligations, enforcing claims against Reference Obligations, including taking decisions with respect to enforcement of collateral.

Notwithstanding the above, if the Issuer determines, acting in good faith and a commercially reasonable manner, that the Swap Counterparty has persistently failed to procure that the Reference Obligations and the Reference Collateral are administered and enforced by the Servicer in accordance with the Relevant Lender's credit and collection policy and servicing principles as in force from time to time and to the standard of a reasonably prudent lender or equivalent credit and collection policy and servicing principles, the Issuer may, by not less than 15 Business Days' written notice (the date of such notice, the "**Servicer Default Notice Date**") to the Swap Counterparty designate a Cash Settlement Date as the Servicer Default Date in respect of the Transaction, which, in turn shall result in the termination of the Credit Default Swap, including the termination of the work-out period in respect of any outstanding Credit Events at such time. Following such termination, the Worked Out Credit Protection Amount in respect of each Defaulted Reference Obligation which has not become a Cured Reference Obligation will be zero, and no further servicing of such Defaulted Reference Obligation will be required under the Credit Default Swap. As such, the Noteholders are not exposed to a failure to continually service the Reference Obligations upon the default or insolvency of the Servicer as the Worked Out Credit Protection Amount of any outstanding Credit Events at that time will be zero and no further claims may be made in respect of any new Credit Event.

Limited Provision of Information about the Reference Entities and the Reference Obligations

Save as disclosed in this Information Memorandum, none of the Issuer and/or the Noteholders will have the right to receive information regarding any Reference Obligation, except for the purely statistical data set forth in the Reference Portfolio Report or, in the case of the Noteholders the Investors Report.

The Swap Counterparty will have no obligation to keep the Issuer or the Noteholders informed as to the compliance of the Reference Portfolio with the Eligibility Criteria or as to matters arising in relation to any Reference Entity or any Reference Obligation, including whether or not circumstances exist under which there is a possibility of the occurrence of a Credit Event. The Reference Portfolio Report will not contain any information that the Swap Counterparty is legally constrained from disclosing under applicable laws, including but not limited to laws or regulations relating to bank secrecy.

None of the Issuer or the Noteholders will have the right to inspect any records of the Swap Counterparty and the Swap Counterparty will be under no obligation to disclose any further information or evidence regarding the existence or terms of any Reference Obligation of any Reference Entity of any matters arising in relation thereto or otherwise regarding any Reference Entity, any guarantor of any Reference Obligation or any other person.

Historical Information

The information set out in "*Description of the Initial Reference Portfolio*" represents information in relation to the Reference Portfolio as at the Cut-Off Date. The information set out in "*Description of the Initial Reference Portfolio*" may change after the Cut-Off Date and there can be no assurance that the Reference Portfolio will remain in compliance with the Eligibility Criteria and the relevant Portfolio Guidelines after the Cut-Off Date. Any Replenishment and/or Substitution to the Portfolio will be required to satisfy certain Portfolio Guidelines (with limited exceptions where the Replenishment and/or Substitution does not worsen an existing breach), and the Reference Obligation which is the subject of the Replenishment and/or Substitution must comply with the Eligibility Criteria on the Relevant Date for any such Replenishment or Substitution.

No Independent Investigations

No investigations, searches or other enquiries have been or will be made by or on behalf of the Issuer to verify the details of the Reference Portfolio, any Reference Entity, any Reference Obligation or any historical information relating to the Reference Portfolio. No representations or warranties have been given by the Issuer in respect of any Reference Entity or any Reference Obligation.

Limited Verification

Calculation of Initial Credit Protection Amounts and the Credit Protection Adjustment Amounts will be verified in certain circumstances by the Independent Accountants, as more fully described in the Credit Default Swap – see sub-section "*Verification of Credit Protection Amounts*" in section "*Credit Default Swap and Credit Protection Amount*" below.

The Independent Accountants act for the Swap Counterparty under the Credit Default Swap rather than the Issuer.

Such verification by the Independent Accountants is based solely on the information provided to the Independent Accountants by the Swap Counterparty. Such information will not be independently audited. The Independent Accountants are, broadly speaking, solely appointed to compare certain information required to be provided to it from time to time by the Swap Counterparty with the related terms of the Credit Default Swap and confirming whether, on the basis of the information received by it, those terms have been complied with. Consequently, there is a risk that a matter may be incorrectly verified by reason of the information provided to the Independent Accountants being deficient. Reference is also made to the section above entitled "*Information observed on the Swap Counterparty's systems is information which has been prepared for the Swap Counterparty's internal use; information may be based on other Relevant Lender information*".

No Agency Relationship

Neither the Swap Counterparty nor any Relevant Lender or servicer will be the agent or trustee of the Issuer, the Noteholders or any other Creditor in connection with the exercise of, or the failure to exercise, any of the rights or powers of the Swap Counterparty, the Relevant Lender or the servicer and/or their respective Affiliates arising under or in connection with their respective holdings (if any) of any Reference Obligation.

Dealings with respect to obligations of Reference Entities

Each of the Swap Counterparty, the relevant servicer and each other Transaction Party and their respective Affiliates may:

- (a) deal in any obligation of any Reference Entity;
- (b) accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business transactions with any Reference Entity and any investment manager or trustee related to any obligation of any Reference Entity; and
- (c) act, with respect to transactions described in the preceding clauses (a) and (b), in the same manner as if the Credit Default Swap and the Notes did not exist and without regard as to whether any such action might have an adverse effect on any Reference Obligation, any investment manager or trustee related to such Reference Obligation, the Issuer or the Noteholders.

Such parties may accordingly derive revenues and profits from such activities without any duty to account therefor.

General Risks

No Rating

The Notes will not be rated on the Closing Date and no rating is intended to be sought for the Notes thereafter.

Withholding Tax in Respect of the Notes

In the event that any withholding or deduction for or on account of tax is required to be made from payments in respect of the Notes (as to which, see "*Taxation in Spain*"), neither the Issuer nor any other person will be obliged to pay any additional amounts to Noteholders for the reduction in the amounts they will receive as a result of such withholding or deduction.

Notwithstanding the above, if the Issuer is required to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of the Notes outstanding at such time (provided that Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a tax haven ("*paraíso fiscal*") for the purposes of Royal Decree 1080/1991, of 5 July (as amended from time to time); or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("**FATF**") shall not be taken into account for the purposes of the calculation of such 25% threshold) other than where any such deduction or withholding is required because of the failure of the relevant Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such payments to be made free of such deduction or withholding (a "**Tax Gross Up Event**"), the Swap Counterparty may, in its sole and absolute discretion, elect to pay to the Issuer, in addition to the payment to which the Issuer is otherwise entitled under the Credit Default Swap, such additional amount as is necessary to ensure that the net amount actually received by the Noteholders will equal the full amount that the Noteholders would have received had no such deduction or withholding be required (a "**Tax Gross Up Amount**").

If the Swap Counterparty, having received not less than 15 days notice from the Paying Agent or any Noteholder that a Tax Gross Up Event has occurred or will occur, has not elected to pay the corresponding Tax Gross Up Amount, an Additional Termination Event will occur. The Early Termination Date shall be automatically designated on the date on which such Additional Termination Event occurs without any requirement for notice by either the Swap Counterparty or the Issuer.

Withholding Tax in respect of the Credit Default Swap

If any Fixed Amount is subject by law to deduction or withholding for tax, the Management Company on behalf of the Issuer will have the right to terminate the Credit Default Swap. If any Aggregate Seller Payment or any other amount payable by the Issuer to the Swap Counterparty is subject by law to deduction or withholding for tax, the Swap Counterparty may elect to terminate the Credit Default Swap.

Description of the Transaction Documents

The descriptions of the Deposit Bank Agreement, the Paying Agency Agreement, the Credit Default Swap, the Subordinated Loan Agreement and the Management, Placement and Subscription Agreement contained in this Information Memorandum (see the sections entitled "*Credit Default Swap*", "*The Deposit Bank Agreement*", "*Summary of Other Transaction Documents*" and "*Subscription and Sale*" below) are summaries only and Noteholders are bound by, and are deemed to have notice of, all the provisions of such documents.

Interests of Noteholders May Be Adversely Affected If the Notes are Redenominated

It is possible that, prior to the maturity of any Notes, the currency that such Notes are denominated in may cease to exist and another currency may supersede it. For example, should Spain leave the European economic and monetary union, the euro may cease to be the lawful currency of Spain and the Notes may be redenominated into another currency. In the event that Notes were to be redenominated, (a) all amounts payable in respect of any Notes may become payable in another currency; (b) applicable provisions of law may allow or require the Issuer to re-denominate such Notes and take additional measures in respect of such Notes; and (c) there may be changes to the way in which the rates of interest on such Notes are determined or changes in the way those rates are calculated, quoted and published or displayed.

Risks Relating to the Bank Recovery and Resolution Directive

On 2 July 2014, the BRRD came into force. The stated aim of the BRRD is to provide supervisory authorities, including the relevant Spanish resolution authorities, with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses. These tools include, among other things, powers to transfer shares or property of an entity subject to resolution measures to a third party (including a "bridge bank" or an "asset management vehicle"), a "bail-in" power and a "writedown and conversion of capital instruments" power.

The BRRD has been implemented in Spain through Law 11/2015, of 18 June, on the recovery and resolution of credit institutions and investment firms Royal Decree 1012/2015, of 6 November, implementing Law 11/2015 (in both cases, as amended from time to time).

Taxation - Issuer

A withholding or deduction for or on account of tax other than Spanish tax may be required to be made in circumstances other than those set out above under the law of countries other than Spain. The outline in this Information Memorandum of certain key Spanish taxation issues does not include consideration of any such requirements and the commentary made regarding the EU Savings Directive should not be taken to imply that no other withholding or deduction is or may be applicable on account of non-Spanish tax.

Potential Conflicts of Interests

Banco Santander, S.A. and its Affiliates act in a number of capacities (including as Lead Manager, Swap Counterparty, Calculation Agent, Subordinated Lender and Deposit Bank) in connection with the transactions contained herein. Banco Santander, S.A. and its Affiliates, acting in such capacities in connection with such transactions, shall have only the duties and responsibilities expressly agreed to by them in their relevant capacities and shall not, by virtue of acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity. Banco Santander, S.A. and its Affiliates, in connection with the contemplated transactions, may enter into business dealings, including the acquisition of investment securities as contemplated by the Transaction Documents, from which it may derive revenues and profits in addition to the fees, if any, stated in the Transaction Documents, without any duty to account for such revenues and profits.

Implementation of and/or changes to the Basel III framework may affect the capital requirements and/or the liquidity associated with a holding of the Notes for certain investors

In 1988, the Basel Committee on Banking Supervision (the "**Basel Committee**") adopted capital guidelines that explicitly link the relationship between a bank's capital and its credit risks. In June 2006 the Basel Committee finalised and published new risk adjusted capital guidelines ("**Basel II**"). Basel II includes the application of risk weighting which depends upon, amongst other factors, the external or, in some circumstances and subject to approval of supervisory authorities, internal credit rating of the counterparty. The revised requirements also include allocation of risk capital in relation to operational risk and supervisory review of the process of evaluating risk measurement and capital ratios.

The Basel Committee approved significant changes to the Basel II regulatory capital and liquidity framework in 2011 (such changes being commonly referred to as "**Basel III**"), which was further amended by the Basel Committee on 7 December 2017. In particular, Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**").

The Basel III reform package has been implemented in the European Economic Area (the "**EEA**") through the CRR (which entered into force on 28 June 2013) and an associated directive (the recast Capital Requirements Directive (the "**CRD**")) (which was required to be transposed by Member States by 31 December 2013) (together, "**CRD IV**"). The regulation establishes a single set of harmonised prudential rules which apply directly to all credit institutions and investment firms in the EEA, with the directive containing less prescriptive provisions which are required to be transposed into national law. Full implementation began from 1 January 2014, with particular elements being phased in over a period of time, with full implementation by 2019.

As CRD IV allows certain national discretions, the final rules and the timetable for their implementation in each jurisdiction may be subject to national variation.

The Basel Committee also published certain proposed revisions to the securitisation framework, including changes to the approaches to calculating risk weights applicable to securitisation positions. Two new regulations related to securitisations have been adopted by the European Union, each of which entered into force on 17 January 2018 and has applied since 1 January 2019: (i) Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 575/2013; and (ii) Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms (the "**Relevant Regulations**").

Further, the European Banking Authority (the "**EBA**") on 19 September 2017 published its Discussion Paper on the Significant Risk Transfer in Securitisation (the "**SRT Consultation**") seeking the views of market participants on enhancing the regulatory and supervisory level playing field with respect to the SRT assessment process, structural features utilised in securitisations and proposals aimed to tackle the identified limitations of the EU framework to measure SRT. The impact of the SRT Consultation, which completed on 19 December 2017, on the CRR and the consequent regulatory treatment of securitisations and the Notes is uncertain.

Prospective investors should therefore ensure that they have sufficient knowledge and awareness of the Relevant Regulations and the various reform proposals as they consider necessary to enable them to make their own evaluation of the risks and merits of an investment in the Notes. In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences for and effect on them of any changes to the Basel framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

EU Risk Retention and Transparency Requirements

Investors should be aware and in some cases are required to be aware of the risk retention and due diligence requirements in Europe (the "**EU Risk Retention, Transparency and Due Diligence Requirements**") which currently apply in respect of various types of EU regulated investors including institutions for occupational retirement, credit institutions, alternative investment fund managers who manage or market alternative investment funds in the EU, investment firms, insurance and reinsurance undertakings and management companies of UCITS funds (or internally managed UCITS) which are set out in Regulation (EU) 2017/2402 (the "**Securitisation Regulation**"). These requirements restrict such investors from investing in securitisations unless such investors have verified among other things that: (i) the originator, sponsor or original lender will retain, on an ongoing basis, a material net economic interest of not less than five per cent. in the securitisation and the risk retention is disclosed to the investor (the "**Risk Retention Requirements**") and (ii) the originator, sponsor or securitisation special purpose entity ("**SSPE**") has, where applicable, made available certain information in accordance with the frequency and modalities provided for in the Securitisation Regulation.

Banco Santander, S.A. in its capacity as an "originator" within the meaning of Article 2(3) of the Securitisation Regulation and in reliance upon Article 6(4) of the Securitisation Regulation, undertakes to retain, at all times until the redemption in full of the Notes, a material net economic interest in the securitisation of not less than 5% as contemplated by Article 6(3)(b) of the Securitisation Regulation (the "**Risk Retention Undertaking**"). Such holding will be achieved by the Swap Counterparty or a member of the Swap Counterparty's consolidated group retaining not less than 5% of the nominal value of each Reference Obligation outside the Reference Portfolio (the "**Retained Interest**").

The Swap Counterparty shall procure that the Retained Interest shall not be subject to any credit risk mitigation, any short positions or any other hedge, and shall not be sold, in each case except as permitted by the Securitisation Regulation.

As at the Closing Date, retention requirement will be satisfied by Banco Santander, S.A. holding the requisite amount of each Retained Exposures outside the Reference Portfolio.

Banco Santander, S.A. will confirm its ongoing retention of the Retained Interest in the Reference Portfolio Reports and any change to the manner in which such interest is held will be notified to the Noteholders.

There remains significant uncertainty in respect of some of the key aspects of application of the EU Risk Retention, Transparency and Due Diligence Requirements, particularly those relating to disclosure and transparency, due diligence and risk retention.

The risk retention and due diligence requirements described above apply in respect of the Notes. Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules of their regulators), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes.

Relevant investors are required to independently assess and determine the sufficiency of the information described therein for the purposes of complying with any relevant requirements and none of the Issuer, Banco Santander, S.A., its Affiliates or any other person makes any representation that the information described therein is sufficient in all circumstances for such purposes or any other purpose or that the structure of the Notes, the Issuer and the transactions described herein are compliant with the EU Risk Retention, Transparency and Due Diligence Requirements described above or any other applicable legal or regulatory or other requirements and no such person shall have any liability to any prospective investor with respect to any deficiency in such information or any failure of the transactions or structure contemplated hereby to comply with or otherwise satisfy such requirements.

Prospective investors should therefore make themselves aware of the EU Risk Retention, Transparency and Due Diligence Requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. If a regulator determines that the transaction did not comply or is no longer in compliance with the EU Risk Retention, Transparency and Due Diligence Requirements or any applicable legal, regulatory or other requirement, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes.

Any changes in the law or regulation, the interpretation or application of any law or regulation or changes in the regulatory capital treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market. Without limitation to the foregoing, no assurance can be given that the EU Risk Retention, Transparency and Due Diligence Requirements, or the interpretation or application thereof, will not change (whether as a result of the legislative proposals put forward by the European Commission or otherwise), and, if any such change is effected, whether such change would affect the regulatory position of current or future investors in the Notes.

Article 7 of the Securitisation Regulation contains extensive transparency requirements (the "**Transparency Requirements**") that require the originator, sponsor and SSPE of a securitisation to make certain prescribed information relating to the securitisation available to investors, competent authorities and, upon request, to potential investors. Article 7 also requires the originator, sponsor and SSPE must designate amongst themselves one entity to fulfil the disclosure requirements (the "**reporting entity**") under the Securitisation Regulation. The Management Company on behalf of the Issuer has undertaken to act as the reporting entity in relation to the issuance of the Notes and shall be liable for ensuring the satisfaction of the disclosure requirements.

The reporting entity has made the documentation referred to in Article 7.1(b) of the Securitisation Regulation available to Noteholders, prospective holders of the Notes and the competent authorities via a website currently located at <https://connect.cliffordchance.com> which shall be accessible to the competent authorities, any Noteholder and any potential investor in the Notes. Investors should note that while Article 7.1(b) of the Securitisation Regulation requires the provision of, among other things, the "closing transaction documentation" before pricing, this is not possible and therefore the Issuer intends to make such documents in draft form to potential investors in the Notes prior to pricing and to make final versions of such documents available to investors, competent authorities and, upon request, potential investors within 5 Business Days of the Closing Date. As a result, investors should note that the documents which were made available before pricing are subject to change. None of the Issuer, Banco Santander, S.A., its Affiliates or any other person gives any assurance as to whether competent authorities will determine that such disclosure is sufficient for the purposes of the Securitisation Regulation.

Article 7 of the Securitisation Regulation also includes ongoing reporting obligations which include quarterly portfolio level disclosure ("**Loan Reports**"); quarterly investor reports ("**Investor Reports**"); and any inside information relating to the securitisation that the reporting entity is obliged to make public under the Market Abuse Regulation ("**Inside Information**"). At present, it is unclear whether the ongoing reporting obligations will also include the reporting of any significant events ("**Significant Events**") for transactions which are already subject to the Market Abuse Regulation regime, but to the extent this does apply such events will need to be reported on an ongoing basis in addition to the Inside Information.

On 22 August 2018, ESMA published its final report (the "**Final Report**") on the technical standards on the disclosure requirements under the Securitisation Regulation. The Final Report includes detailed disclosure templates for asset-level and investor reporting and templates for disclosure of inside information and significant events (the "**reporting templates**"). The European Commission provided comments on the Final Report to ESMA on 14 December 2018 and ESMA published revised draft technical standards on 1 February 2019 to address concerns raised by the European Commission. There remains significant uncertainty as to the scope and application of the reporting requirements contained in the latest draft technical standards (and in particular, the reporting templates) and whether the reporting requirements contained therein will be adopted in its current form. Clarification is being sought by industry participants on these matters. As of the date of this Prospectus, the reporting templates have not been finalised and adopted.

In the absence of the final reporting templates, the transitional provisions of the Securitisation Regulation with respect to the reporting obligations provide that for the purposes of the asset level reports and the investor reporting, the reporting entity shall make available the information referred to in Annexes I to VIII of Delegated Regulation (EU) 2015/3 (the "**CRA3 RTS**"). In their current form, the CRA3 RTS only apply to structured finance instruments for which a reporting template has been specified. Currently there is no template for a portfolio such as the Reference Portfolio nor is it expected that one will be developed in accordance with the CRA3 RTS.

Whether the reporting entity will be able to obtain and report all of the information required in connection with the reporting in accordance with Article 7 of the Securitisation Regulation is unclear as the templates

to be used for reporting such information are not yet final (as to which, see below). Any failure to fulfil the reporting obligations of Article 7 of the Securitisation Regulation may cause the transaction to be non-compliant with the Securitisation Regulation. If a regulator determines that the transaction did not comply or is no longer in compliance with the reporting obligations, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes.

On 30 November, 2018 the EBA, ESMA and the European Insurance and Occupational Pensions Authority (collectively the "**European Supervising Authorities**" or "**ESAs**") published a joint statement (the "**Joint Statement**") regarding the reporting templates under Article 7 of the Securitisation Regulation. In the Joint Statement the ESAs stated that they expect national competent authorities to generally apply their supervisory powers in their day-to-day supervision and enforcement of applicable legislation in a proportionate and risk-based manner. This approach entails that national competent authorities ("**CAs**") can, when examining reporting entities' compliance with the disclosure requirements of the Securitisation Regulations (which apply from 1 January 2019, albeit in a non-standardised manner), take into account the type and extent of information already being disclosed by reporting entities. The ESAs also noted that they expect that difficulties with compliance will be solved with the final adoption of the disclosure templates in respect of the Transparency Requirements of Article 7 of the Securitisation Regulation. As such, the Joint Statement from the ESAs should be viewed as a temporary measure. The Joint Statement goes on to state that this approach does not entail general forbearance, but a case-by-case assessment by the CAs of the degree of compliance with the Securitisation Regulation.

In light of the Joint Statement, the transaction described herein will initially seek to comply with subparagraphs (a) and (e) of Article 7 of the Securitisation Regulation through preparation of information in the form prescribed for ECB reporting purposes, with certain amendments to align it to the CRAs RTS. Investors should note that it is for relevant competent authorities to determine whether they consider that this form of reporting satisfies Article 7 of the Securitisation Regulation and none of the Issuer, Banco Santander, S.A., its Affiliates or any other person gives any assurance as to whether this form of reporting will satisfy Article 7 of the Securitisation Regulation. As the Joint Statement does not "grandfather" transactions that are issued after 1 January 2019 but before the final disclosure templates are formally adopted, such transactions, including the transaction described herein, will need to comply with the disclosure templates required by Article 7 of the Securitisation Regulation once they are adopted.

Banco Santander, S.A. Credit Policy

Banco Santander, S.A. will operate within the parameters of its internal Credit Policy (as defined below) and Servicing Principles. In formulating and acting in accordance with such Credit Policy and Servicing Principles Banco Santander, S.A. has acted, and will continue to act, as a prudent lender.

Banco Santander, S.A. has internal policies and procedures in relation to the granting of credit, administration of credit-risk bearing portfolios and risk mitigation. The policies and procedures of the Banco Santander, S.A. in this regard broadly include the following:

- (a) criteria for the granting of credit and the process for approving, amending, renewing and re-financing credits (as to which, in relation to the Reference Obligations, see the information set out in this Information Memorandum entitled "*Eligibility Criteria and Portfolio Guidelines*" which describes the criteria that the selection of Reference Obligations to be included in the Reference Portfolio is subject to);
- (b) systems in place to administer and monitor the various credit-risk bearing portfolios and exposures (as to which it should be noted that the Reference Portfolio will be serviced in line with the servicing procedures of Banco Santander, S.A. and/or the Relevant Lender – please see the sub-sections of this Information Memorandum entitled "*Overview of Origination and Servicing of Reference Obligations*" and "*Description of the Initial Reference Portfolio*");
- (c) adequate diversification of credit portfolios given the overall credit strategy (as to which, in relation to the Reference Portfolio, see the section of this Information Memorandum entitled "*Description of the initial Reference Portfolio*"); and
- (d) policies and procedures in relation to risk mitigation techniques.

Changes in Law and/or Regulatory, Accounting and/or Administrative Practices

The structure of the issue of the Notes is based on Spanish law, regulatory and administrative practice in effect as at the date of this Information Memorandum, and having due regard to the expected tax treatment of all relevant entities under Spanish tax law. No assurance can be given as to the impact of any possible change in Spanish law, regulatory or administrative practices in Spanish tax law, or the interpretation or administration thereof.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Spain) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019. Noteholders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

The Management Company believes that the risks described above are the principal risks inherent in the transaction for Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on, or in connection with, the Notes may occur for other reasons and the Management Company does not represent that the above statements regarding the risks relating to the Notes are exhaustive. Although the Management Company believes that the various structural elements described in this Information Memorandum lessen some of these risks for Noteholders, there can be no assurance that these measures will be sufficient to ensure payment to Noteholders of interest, principal or any other amounts on or in connection with the Notes on a timely basis or at all.

OVERVIEW OF ORIGINATION AND SERVICING OF REFERENCE OBLIGATIONS

Each Relevant Lender has expertise in originating and servicing exposures of a similar nature to the Reference Obligations and Banco Santander S.A., in its capacity as originator, has been originating and servicing such exposures for at least five years. The Reference Obligations and the Reference Collateral will be underwritten in accordance with the Relevant Lender's underwriting policy and principles as in force from time to time and to the standard of a reasonably prudent lender or equivalent underwriting policy and principles (the "**Underwriting Policy**").

In all cases, any underwriting decisions relating to the Reference Portfolio shall be taken by the Relevant Lender without regard to the existence of the Credit Default Swap and the Notes and with a view of minimising losses and maximising recoveries on the relevant Reference Obligation.

The Swap Counterparty shall ensure that information barriers are put in place such that the officers of the Relevant Lender responsible for underwriting the Reference Obligations in the Reference Portfolio shall not be aware of the Reference Obligations included in the Reference Portfolio and shall therefore carry out their duties in relation to the Reference Portfolio without regard to the existence of the Credit Default Swap and the Notes.

The Reference Obligations and the Reference Collateral will be administered and enforced by the Relevant Lender or the agent on its behalf (the "**Servicer**") in accordance with the Relevant Lender's credit and collection policy and servicing principles as in force from time to time and to the standard of a reasonably prudent lender or equivalent credit and collection policy and servicing principles. In particular, delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies will be carried out in accordance with such credit and collection policy and servicing principles.

In all cases, any credit, risk management, recovery process and/or enforcement decisions relating to the Reference Portfolio shall be taken by the Relevant Lender without regard to the existence of the Credit Default Swap and the Notes and with a view of minimising losses and maximising recoveries on the relevant Reference Obligation.

The Swap Counterparty shall ensure that information barriers are put in place such that the officers of the Relevant Lender responsible for servicing the Reference Obligations in the Reference Portfolio shall not be aware of the Reference Obligations included in the Reference Portfolio and each Servicer shall therefore carry out its duties in relation to the Reference Portfolio without regard to the existence of the Credit Default Swap and the Notes.

The Reference Obligations granted during 2012 and through 2019 followed the procedures established by Banco Santander, S.A. for approving loans and credit facilities in the companies segment. Notwithstanding the above, the rest of the Reference Obligations have followed risk approval policies that do not differ substantially from the loan approval policy now in force.

For further information, descriptions and definitions in relation to the origination, servicing and underwriting policies applicable to the Reference Portfolio, please see the Underwriting Policy, the Lending Policy and the Recovery Policy.

BANCO SANTANDER, S.A. LENDING POLICY

The risk policy followed by Banco Santander, S.A. (referred to in this section as "**Santander**"), in effect from 2012 to the present date, in relation to approval and arrangement of loans and credit facilities in the companies segment and as amended from time to time (the "**Lending Policy**") is as described below:

(a) INTRODUCTION: SANTANDER RISK MODEL

The risk model is based on the following principles:

- a.1 Segmentation: Each type of risk has to be treated differently in accordance with its characteristics (different methodology of analysis, decision-making authority,

systems and procedures). To achieve this the customer base is segmented into two groups: individualised and standardised (criteria detailed further below).

- a.2 Wholeness: The risk is wholly managed from a single area, specifically the Spain Retail Banking Risks Area (SRBRA). The admission, monitoring and recovery phases are managed from the Santander Spain Risks Area.
- a.3 Autonomy: The risks function is autonomous from the commercial network, which it supports and services, collaborating to achieve its objectives.

(b) CRITERIA FOR INDIVIDUALISATION

In order to accord individualised treatment to the risks of customers whose characteristics and amounts so warrant, a cut-off point is fixed beyond which the analysis and monitoring of the risks is done by "specialised" analysts.

This has the following consequence:

- b.1 Customers are treated, from the risk standpoint, in the Companies Analysis Units (CAU).
- b.2 Each customer is assigned to an analyst's portfolio of customers to be managed.
- b.3 The criteria for individualising these customers in portfolios are:

The Santander Spain Risks Area (SSRA) is responsible for portfolio assignment of the retail banking customers, based on the criteria describe below in relation to the nature of each customer.

Generally speaking, legal persons that meet the following conditions are individualised:

- Turnover of more than €2 million individually (and their subsidiaries),
- Minimum risk of €60,000 at individual level with Santander Spain.

A special case is that of customers in the Public Administrations segment (i.e., enterprises owned and/or controlled by national, regional and local governments, public universities), private banking, property developers and sensitive sectors (i.e., political parties, labour unions, communications media, gambling sector, sports clubs), which are individualised irrespective of their turnover figure, provided the individual risks exceeds €60,000. In the case of private banking customers, if all of the risk is in respect of secured lending transactions, they are not assigned to portfolios for management.

In exceptional cases and according to an expert criterion, the head of the Companies Analysis Unit (CAU) can approve individualised management of customers, and assign them to an analyst, even if they do not meet the general criteria for individualisation, for reasons such as:

- large risk,
- indirect risk,
- the customer's potential or complex operations,
- specialised lending (project finance), and
- other reasons deemed to require individualised portfolio management.

(c) PROCEDURE FOR INDIVIDUALISATION. RISK FOR INDIVIDUALISED COMPANIES (NOT STANDARDISED)

c.1. Risk phases

Santander differentiates three stages in the life of a credit risk: Admission, monitoring and collection/recovery:

1. Admission: This is the phase that runs from the time the commercial relationship manager identifies the customer's financing needs until the time a decision is made on the proposed operation. In this phase, the analyst, working with the customer's commercial relationship manager, analyses all of the risk factors to which Santander may be exposed, and they decided jointly, within the scope of their powers or, otherwise, propose approval of that risk to a higher decision level.
2. Monitoring: This stage runs from the time Santander and the customer formally execute the risk transaction until its due date or cancellation, before being passed on to the Recoveries Unit. During this phase the obligation of the risk teams responsible for this function is to oversee the evolution of the borrower's credit quality and of the available collateral, so that the loans are repaid without any loss to Santander.
3. Collection: If the loan is not repaid normally at its due date, the risk is passed on to the Recoveries Unit, which, as its name indicates, works to collect the full amount owed to Santander by any legally admissible means.

c.2. Admission

As mentioned above, the onus of this phase rests with the companies analyst, working in collaboration with the customer's commercial relationship manager. This phase involves conducting an individualised analysis of the customer/group in order to reach a decision on the proposed operation that minimises the risks to be taken on by Santander. In order to perform this function properly, the analyst draws support from different tasks and/or systems, most notably:

1. Visits to the customer and borrowing limit: Once or twice per year the analyst must visit the customer to ascertain all circumstances that influence the customer's businesses and activities, and obtain economic-financial information and such clarifications as may be in order, future investment plans, etc. In this respect a distinction should be made between the documents Santander requires of the customer/group to study a risk transaction in the case of a mortgage loan and in that of a non-mortgage loan.

For mortgage loans, the following documents are requested:

- The mortgage guarantee on the property, the credit for which should not exceed 60% of the lowest of the purchase or appraised value (this percentage may vary upward or downward depending on the type of property mortgaged and the customer's credit quality).
- Balance sheet of the last three financial years and interim balance sheet for the year in progress.
- Statement from the Central Credit Register of the Bank of Spain (*Central de Información de Riesgos de Banco de España – CIRBE*).
- Entries in the Register of Defaults (*Registro de Anotaciones Impagadas – RAI*) are requested.
- Declaration of assets of the guarantors.
- Projections are requested (financial burden, revenues/expenses) of the customer/group for the loan's remaining term to maturity.

For non-mortgage loans, the customer is required to submit all of the documents specified above, except for the mortgage guarantee on the property with the parameters described above.

For signature loans, the following is requested:

- Balance sheets for the last 3 years closed, as well as interim figures for the year in progress.
- Declarations of assets of the customer (in the case of individuals), including registry verifications if they are not updated.
- Up-to-date statement from the Central Credit Register of the Bank of Spain (CIRBE).

- Up-to-date payment history, both internal and external (GSI, RAI, ASNEF, CIRBE, court incidents).
- Forecast of customer's future activity that allows the expected use of the loan to be anticipated.

For loans with personal guarantee of third parties.

In the documentation needed for signature loans, the following must be obtained from each guarantor:

- Declaration of assets, including up-to-date registry verifications
- Up-to-date economic information (balance sheets of last three years closed, interim balance sheets for the year in progress for companies and personal income tax and wealth tax declaration for natural persons).
- Up-to-date CIRBE statement.
- Up-to-date payment history, both internal and external (GSI, RAI, ASNEF, CIRBE, court incidents).

With respect to loans secured with non-mortgage real property. In the documentation needed for signature loans the following must be obtained for each of the properties securing the transaction:

- If monetary guarantees are provided, a certificate of custody and valuation must be obtained. This will not be necessary if the cash is deposited in Santander, as it may be consulted in the IT applications.
- For other security interests (fixed-income securities, equities, holdings in funds, etc.) a certificate of custody and estimated market value will be obtained.
- In any event, guarantees of this kind must be pledged to secure repayment of the loan. In relation to the upper limit on indebtedness permitted by Santander, a distinction is made between borrowing from Santander and debt with respect to the CIRBE:
- Borrowing from Santander: with respect to the approved loan amount, the amount cannot exceed more than 60% of equity, and the principal cannot be more than twice the operating profit.
- Indebtedness with respect to the CIRBE: as a general rule, it should not exceed 25% of the company's debt per the CIRBE.

2. Rating: Use the assessment of six (6) areas — 1) Product, demand, market 2) shareholders, management 3) access to credit (assessment of the company's access to credit from other financial institutions) 4) profitability, earnings 5) cash flow 6) credit quality—to obtain a rating of the customer's credit quality, of the transaction in question and of the overall risk thereof. This system for evaluating customers serves as a framework and common language for handling and managing the risk in its different phases and at the different levels of responsibility.

- Customer rating: Assigns a numerical score from 1 to 9 to the customer's capacity (from lesser to greater) to timely meet its payment commitments at maturity, or earlier if so required by Santander for whatever reason, within the following twelve (12) months.
- Transaction rating: Determines the probable loss that would arise from an outstanding loan or from one to be granted to a customer with a given rating. Consequently, this rating depends on: the customer's rating, the term of the transaction, the guarantees available and the type/class of product/risk.
- Risk rating: Tells us the expected loss for the whole of a customer's risk. There are other specific rating systems for property developers and public institutions.

3. Decision-making authority: There are different levels of decision-making for approval of the risk proposed for a customer/group that depend on the amount, term and collateral of the operation. The highest level is the Executive Risk Committee, which, apart from deciding on the transactions within its competent, delegates decisions up to certain amounts and maturities to other bodies. Those bodies are: 1) Board Risk Committee 2) Risk Committee of the Credit Risks Area and 3) Committees of the Regional Risk Units.

The Regional Risk Committee is the highest decision-making level at the regional and local level. It may in turn delegate decision-making to its risk teams (analysts, head of CAU, etc.). For operations that exceed the limits assigned to the Regional Risk Committee, the latter will forward the operation to the Credit Risks Area.

The Risk Committee of the Credit Risks Area decides within the scope of its powers, and if the operation exceeds the level for which it has authority, it submits the operation for final approval by the Board Risk Committee, which submits it to the Executive Risk Committee.

The levels involved, from lowest to highest decision-making authority, are as follows:

- Analyst
- Head of the Companies Analysis Unit (CAU).
- Risk Committee
- Regional Risk Committee
- Committee of the Credit Risks Area
- Board Risk Committee
- Executive Risk Committee

The Executive Risk Committee, which includes the Chairman and Directors of Santander, is the highest decision-making level for approving the proposed risk. It meets once per week, has unlimited powers and decides on a collegial basis.

c.3. Monitoring

As in the previous admission phase, a fundamental part of this phase is coordination between commercial management and risk management, all the more so when the successful completion of the operation depends to a high degree on the evolution of the customer's credit quality over the life of the loan.

This likewise involves a series of tasks and systems that permit optimal management of this phase of the risk.

1. Santander Customer Assessment Note ("SCAN"): This risk management system allows the customer's credit quality and operations to be gauged and monitored. Putting a customer in SCAN means applying deeper monitoring, with specific actions. It does not necessarily reflect deterioration of credit quality, as it may be triggered by other factors, such as: excess share with the customer, excess concentration of risk in a sector, reduction of risk appetite with certain customers, insufficient risk-return ratio, etc. The analysis that is performed of the customer, initially by the admission analyst and the monitoring analyst, allows us to classify the customer to be in normal monitoring or special monitoring situation.

When the firm is put on special monitoring, the policy to be followed for the firm and its risks must be specified. The scoring depends on the seriousness of the alerts.

The SCAN alerts are as follows:

- Poor situation of the market/product/sector
- Difficulties/changes in financial group/shareholder base

- High indebtedness
- Decline in sales
- Losses in current year
- Decline in margins
- Negative working capital
- Weakening of solvency
- No access to credit
- Economic-financial information out of date
- Suspended rating
- Incorrect instrumental formalisation of the operation
- Internal alerts (defaults, irregular payments)
- External alerts (CIRBE, RAI, court claims)
- Automatic inclusion (move from pre-contentious to contentious, rating below 5)

The policy or criterion to be followed as from that time will be one of those described below, depending on the SCAN score:

- SCAN status: "Monitoring level 0 – Do Not Serve": This monitoring level entails the greatest degree of attention and control and is designed to extinguish outstanding exposure (and even the relationship with the customer (asset and liability)) and to prevent starting any commercial/business relationship in the case of non-customers, or not to restart business relationships should the exposure already be extinguished.
- SCAN status: "Monitoring level 1 - Specialised Monitoring": This monitoring level entails a high degree of control requiring the establishment of specific actions, including recovery actions designed to minimise losses. This level focusses on extinguishing the customer exposure as a means to reduce arrears and associated provisions, whether through recovery management or refinancing actions to enable the future viability of the customer.
- SCAN status: "Monitoring level 2 - Intensive Monitoring": This monitoring level implies actions which are designed to extinguish or reduce the customer risk position while not including (as with the specialised monitoring level) recovery actions as a measure for reducing risk. This level includes customers with financial difficulties that, should they persist or increase, could affect their ability to fulfil their contractual obligations.
- SCAN status: "Monitoring level 3 - Proactive Monitoring": This monitoring level aims at anticipating possible deterioration, using corrective management actions regarding the customer position, including correcting any situations in which the customer's position falls outside current credit policies (e.g. risk appetite, concentration, profitability, quota with the customer, insufficient guarantees) without being caused by credit deterioration. This monitoring level is associated with the following high-level strategies: "Suspend", "Secure", "Rightsize" and "Maintain".
 - Suspend: motivated by sudden events not directly related to the borrower and which implies suspending the concession of new risk until such time as the situation is corrected.
 - Secure: restricts risk concession, limiting it to the acquisition of additional guarantees or documenting existing ones appropriately.

- Rightsize: aimed at operating at lower levels of exposure with the customer. Risk concession is restricted and designed to favour reduction in exposure.
- Maintain: focussed on not increasing the exposure with customers with whom there are issues making prudence advisable and for whom risk concession is restricted.
- SCAN status: "Monitoring level 4 - Ordinary Monitoring": This monitoring level requires no specific proactive or restrictive actions on the customer's position, or customer reviews any more frequently than usual. This level is assigned to customers with good credit quality with whom there are no signs or weaknesses that would warrant a higher monitoring level. The high-level strategy associated with this level will be "serve normally" with no restrictions within credit policies.

2. Rating: The rating system for companies is as described above (single system for all Santander and for any phase of the risk), and is monitored throughout the life of the loan. The norms for reviewing the rating are:

- 2 times per year in all cases.
- 4 times per year if the customer is in a SCAN level other than "Ordinary Monitoring".
- When an alert is triggered.
- When new information is provided (for example, new annual financial statements).
- When the risk of customer/group is reviewed or a new operation is studied.

There are also specific rating systems for companies engaged in the property development business and for public institutions.

3. Risk reviews: In addition to the periodic reviews done by the admission analyst together with the monitoring analyst in the regional offices, reviews are conducted at other higher levels, according to the amount of the risk exposure to the customer/group. Those tasks are performed from the Risk Departments of the Regional Units – Credit Risks Area or Board Risk Committee. In all cases, the customer's relationship manager is always involved, taking part in the decision on the risk policy to be followed with the customer/group.

(d) PROCEDURE FOR ANALYSING RISK FOR NON-INDIVIDUALISED (STANDARDISED) CUSTOMERS

d.1. Introduction

This includes microbusinesses and self-employed individuals. As opposed to the non-standardised risk management, standardised customers do not have assigned a designated underwriter and their applications are decisioned on 'first in first out' basis by one of the small business underwriters located in the headquarters (Madrid).

d.2. Credit risk application process

The credit risk application process for standardised customers can be initiated either at request of the customer in the form of a loan application at a Santander's branch (universal or corporate branch) or at the initiative of Santander through a campaign of "pre-approved" credit facilities. In first case, it is the small business relationship manager who generates the relationship with the business, submitting the application once all the economic information has been gathered and input into the systems. The data in all cases shall be based on original documents.

In this case, a loan application is processed through the Parthenon Proposals System or Web application system setting out the information for the application and the economic data of the requesting firm, for entry into the "Information System for Analysis (ISA)"

Once submitted the application is automatically analysed by the decision engine "PowerCurve" along with the data obtained from the rest of the information systems: personal accounts, external

files (RAI, ASNEF and EXPERIAN), position of firm and group, management and monitoring of incidents (BSI) and the behavioural score TRIAD .

The office is, in the last instance, the body that decides on the operation, with authority to decline it in those cases it deems necessary. That is, operations where the automated decision system has recommended be approved will require the appropriate commercial authorisation before being booked.

The decision engine “PowerCurve” integrates different credit risk decision models. Each of them utilizes specific scorecards and includes the credit risk policy and data pulled from other information sources applied on a differentiated basis according to the characteristics of the operations, the profile of the applicants and the segment (microbusinesses and self-employed individuals). Each decision model is a different decision tree consisting of a combination of decision rules.

"TRIAD" is a behaviour scoring system that uses information from current experience with the applicant to assign credit limits for each type of product.

Depending on the information obtained by the decision model, the application may be authorised (pending ratification by the branch credit committee), declined or sent to an underwriter for a review.

d.3. Capture and resolution of the credit risk application

The process of credit risk applications for standardised businesses begins in most of cases at the branch where the applicant requests the credit facility.

During this process, the branch shall obtain all required economic information from the applicant and input it into the appropriate section of the “Information System for Analysis (ISA)”

Process, requirements and minimum documentation to be followed for a credit risk application by the branch:

1) Application form signed by the customer.

2) Required documentation:

For legal entities:

Corporate income tax: with information on the annual financial statements of the last three (3) years: Balance sheet and income statement. On occasions this information will be available to download automatically per agreement between Santander and Informa.

Interim financial statements.

For individuals:

Most recent yearly and quarterly tax returns which include information about P&L, real estate ownership and other types of income.

3) Advisable to submit:

Last quarter VAT filing.

Form 347. Annual declaration of operations with third parties: this is purely information and entails no payment. The document discloses transactions greater than 3,005.06€ with customers and suppliers. This form also includes subsidies from government and private entities, collection operations for the account of company owners, customer advances and suppliers/creditors. This provides us with important information on concentration in a given customer/supplier

4) Minimum data to be entered into the analysis system:

For legal entities:

Date of incorporation of the company

Registered address

Type of activity

Identity of owners

Personnel data

Financial statements

Identification property module and date of registry verification.

For individuals

Time as self-employed

Marital status

Number of dependent relatives

Type of activity

Structure of the business (number of employees)

Geographic operations footprint and location of the business

P&L account

Property and debt declaration

d.4. Evaluation of applications: decision and scoring models

The admission process is based on automated decision models (not managed by any underwriter) which rest on score models complemented with review parameters reflecting the current credit policy. Each application is analysed with these models in order to determine the probability of default. Santander's credit risk policy set a maximum acceptable level of default used by the decision model to return a resolution on the operation. The following resolutions are possible:

- Declined credit application: Applications with a high probability of default or meets certain characteristics that are not permitted by Santander risk admission policies.
- Approved credit application: Applications with low probability of default and whose characteristics meet the Santander's credit risk policy requirements .
- Credit application to be reviewed by an underwriter: Applications that fall into the so-called grey area given a medium probability of default that does not immediately support a decision one way or another.

Applications sent to the Retail Risk Authorisation Centre (Spanish acronym UAM) are decided by an underwriter based on the information provided by the decision model and according to the credit policy.

d.5. Booking and disbursement of credit facilities

Once the application has been authorised, the branch will be able to print out the terms and conditions of the contract and proceed with the booking, which will involve arranging the signature

of the contractual document with the customer and public notary, if applicable. Upon signature the loan will be disbursed in the customer's Santander account.

If the loan is backed by real estate, during the signature the "land registry" will be notified so as to ensure that the mortgage is duly registered.

POLICY OF BANCO SANTANDER S.A. ON CLAIMS AND RECOVERIES

The claims and recoveries policy followed by Santander to date, as amended from time to time (the "**Recoveries Policy**") is described in this section.

Responsibility for Santander Spain's recovery policies rests with the Asset Management and Recoveries (AMR) Area, which performs the following functions:

- 1 Plan the actions needed to control past-due and non-performing loans and, by means of anticipatory management, avoid new defaults:
 - Analyse and define proposed actions and products to reduce past-due and non-performing loans.
 - Conduct and oversee overall monitoring of portfolios and customers in a past-due or non-performing situation.
 - Identify action projects for products and critical groups. Monitoring of the plans charted.
- 2 Monitor and analyse the execution of the policies and strategies defined for each of the players that take part in the recovery process.
- 3 Coordinate and generate the available information on management cycles in relation to products, segments and zones/regions, etc., for reporting and management thereof.
- 4 Chart the policies and strategies for the Recovery Centre's actions.
- 5 Chart the policies and strategies for external providers of court and out-of-court recovery services.
- 6 Coordinate the definition of objectives for the branch network and monitor their degree of fulfilment.
- 7 Define the systematic commercial procedures for recovery.
- 8 Supervise relations with internal and external structures (Bank of Spain, internal and external audits, etc.).

The Santander's claims and recoveries policy is grounded in a "recovery circuit" procedure that starts when a customer voluntarily defaults on a payment obligation and it consists of the following phases:

1.- Past-due (1 to 90 days):

Runs from the day following payment default until 90 days thereafter. This phase features joint work in the recovery management by the following players:

Office: Through the objectives and incentives for management of past-due and non-performing loans.

Telephone Collection Centre: Call centres that manage the customers and products determined from time to time. By reference, it manages all of the standardised loans 1 to 30 days past due, and the rest of the cycle according to the amount (customer risk) determined from time to time, always complementary to case's management by the office.

Recovery managers: They are assigned specific portfolios for management in the 31 to 90 days past due interval, according to the customer risk determined from time to time.

Analysts in the Companies Analysis Units (CAU): The same admission analysts who handle "individualised" firms (those with larger investment volumes) conduct their monitoring, as they

have greater knowledge of the customer. In addition, there is a structure in the regional units that reports to the Recoveries Business Area and manages these customers in conjunction with the aforesaid analyst, as this management cycle is the responsibility of recoveries.

2.- Non-performing (90-150 days past due):

These are cases more than 90 and less than 150 days past due. This phase features joint work in the recovery management by the following players:

Office: Through the objectives and incentives for management of past-due and non-performing loans.

External recovery companies: these are specialised firms that manage the recovery process in this phase, pursuant to the policies and strategies defined by Santander.

Recovery managers: Based on the customer risk determined from time to time, customers are assigned to their portfolios.

Analysts in the Companies Analysis Units (CAU): The monitoring of “individualised” firms (those with larger investment volumes) is entrusted to the same admission analysts as handled those firms, for their greater knowledge of the customer. In addition, there is a structure in the regional units that reports to the Recoveries Business Area and manages these customers in conjunction with the aforesaid analyst, as this management cycle is the responsibility of recoveries.

3.- Pre-contentious and contentious:

This phase begins when the loan is 150 days past due, or earlier on the basis of some other factor. It is managed by two companies: Altamira and Aktua, who distribute the contracts in turn to different companies or lawyers.

If out-of-court initiatives are not successful, the relevant judicial proceedings are pursued based on the characteristics of the credit instrument, such as monetary, mortgage, ordinary enforcement, etc.

Without prejudice to such proceedings as may be brought in each case, in-court management is carried on compatibly with out-of-court management of the case pursuant to four goals:

- 1) **REGULARISATION:** Even though the court claim is in progress, efforts continue to obtain payment of the unpaid instalments, interest and court costs.
- 2) **REFINANCING:** This consists of arranging new financing, with new personal guarantees and security interests and payment of the applicable interest.
- 3) **REPOSSESSION:** If the customer is manifestly insolvent or its economic capacity deteriorates severely, the property is turned over in payment of the debt.
- 4) **CASH PAYMENTS:** Cash payments are accepted with partial release from the debt, as another instrument in cases of scarce financial solvency.

On a complementary basis, in this contentious phase, if none of the above-described solutions is obtained, a foreclosure case will be taken to the competent court or the mortgaged or attached properties will be sold in a court-conducted auction. Once the foreclosure has been effected, the properties are transferred to Santander's Properties Department, which manages the foreclosed assets via the following procedure:

1) Recognition of the property

GESBAN and AMR, the real estate department, receives the case with:

- Property title.
- Court appraisal.

The amount of the foreclosed property stated in the property recognition sheet is checked against the contentious case account, verifying that the amount charged is no more than 90% of the appraised value.

This information is use for accounting recognition of the property.

2) Legal preparation

Altamira and Aktua review the legal status of the property (title, liens and possession, primarily), to determine if there are any incidents that hinder its sale.

3) Commercial preparation

If there are no legal obstacles (possession primarily), Altamira and Aktua perform the commercial analysis of the property and include it in their portfolios, which they then distribute to their commercial and real estate agents.

4) Valuation of the assets

The final pricing (proposed market price vs carrying value of the asset) is done by the Technical Pricing Office in the AMR, and is approved in the competent duly empowered committees, namely: 1) Real Estate Assets Committee chaired by the head of the AMR and 2) Pricing Committee, in which there participate an officer from the Technical Pricing Office and the AMR real estate business department.

The "market price" is determined using a valuation model that draws on independent valuations, benchmark prices from Altamira and Aktua, appraisals and such offers as may have been received for the asset.

The prices set by the relevant Committees are not negotiable by the customer in the first 3 months, and lower prices may be accepted or the price lowered in accordance with the circumstances of the market or Santander.

5) Marketing

The prices approved by the relevant Committees are published on the Altamira or Aktua website

Customers have several entry ways:

Distributor- Customer looking for a property may visit the office of the distributor that can "show" them Santander's residential properties.

Website - A customer interested in a property seen on the website enters his or her particulars.

Call Center- The customer sees the for-sale sign on the dwelling and contacts the Call Center, which forwards the particulars to the distributor to schedule a visit.

Santander branches- Branches as referrers for the operations. They generate sales opportunities that are followed up by the distributors.

6) Completion of the sale

Once the customer has made the decision to buy, the relevant documentation (reservation, AML form) is sent to Santander's Anti-Money Laundering (AML) Department. The documentation is reviewed and, if found to be in order, the property is taken off the corporate website and the procedures are set in motion to execute the deed of sale-purchase (as with any sale or real estate).

Santander has set up a procedure to offer these customers financing with special terms.

7) Derecognition of the asset

Once the sale-purchase deed has been executed, a copy is sent to GESBAN for the purpose of:

- Derecognising the asset and recording the sale in the accounting.
- Paying the commission to the distributor that made the sale.

4.- Written off:

Once a customer's contracts have been written off due to the time past due, management of the case remains unchanged and Santander continues pursuing the relevant remedies in and out of court, under Altamira and Aktua's management.

Servicer default

If the Issuer determines, acting in good faith and a commercially reasonable manner, that the Swap Counterparty has persistently failed to procure that the Reference Obligations and the Reference Collateral are administered and enforced by the Servicer in accordance with the Relevant Lender's credit and collection policy and servicing principles as in force from time to time and to the standard of a reasonably prudent lender or equivalent credit and collection policy and servicing principles, the Issuer may, by not less than 15 Business Days' written notice (the date of such notice, the "**Servicer Default Notice Date**") to the Swap Counterparty designate a Cash Settlement Date as the Servicer Default Date in respect of the Transaction, which, in turn shall result in the termination of the Credit Default Swap, including the termination of the work-out period in respect of any outstanding Credit Events at such time. Following such termination, the Worked Out Credit Protection Amount in respect of each Defaulted Reference Obligation which has not become a Cured Reference Obligation will be zero, and no further servicing of such Defaulted Reference Obligation will be required under the Credit Default Swap. As such, the Noteholders are not exposed to a failure to continually service the Reference Obligations upon the default or insolvency of the Servicer as the Worked Out Credit Protection Amount of any outstanding Credit Events at that time will be zero and no further claims may be made in respect of any new Credit Event.

DESCRIPTION OF THE INITIAL REFERENCE PORTFOLIO

There are 23,632 Reference Obligations in the Initial Reference Portfolio (which has been designated by the Swap Counterparty on the Cut-Off Date), the Initial Reference Portfolio Amount being EUR 3,000,000,023.

Please see below some charts showing the distribution by several criteria of the Reference Obligations comprising the Initial Reference Portfolio.

a) Distribution by outstanding balance of the Reference Obligations

The Reference Obligation Notional Amount of the Reference Obligations in the Initial Reference Portfolio is between EUR 26.92 and EUR 17,777,777.80, with an average of EUR 126,946.51. The scope of the intervals are defined as including the first and excluding the last amount of such intervals.

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by principal outstanding:

Outstanding Balance (EUR million)	Current Balance (EUR)	Balance %	Number of Reference Obligations	of %
[0 ; 1)	1,603,238,804.31	53.44%	23,113	97.80%
[1 ; 2)	418,165,078.27	13.94%	305	1.29%
[2 ; 3)	229,296,363.96	7.64%	93	0.39%
[3 ; 4)	131,865,865.51	4.40%	39	0.17%
[4 ; 5)	91,182,087.38	3.04%	21	0.09%
[5 ; 10)	315,659,001.21	10.52%	45	0.19%
[10 ; 15)	128,198,377.76	4.27%	11	0.05%
[15 ; 18)	82,394,444.60	2.75%	5	0.02%
Total	3,000,000,023.00	100.00%	23,632	100.00%

b) Distribution by initial amount of the Reference Obligations

The initial amount of the Reference Obligations in the Initial Reference Portfolio is between EUR 5,000.00 and EUR 30,000,000.00, with an average of EUR 165,903.58. The scope of the intervals are defined as including the first and excluding the last amount of such intervals.

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by initial principal:

Initial Balance (EUR million)	Current Balance (EUR)	Balance %	Number of Reference Obligations	of %
[0 ; 1)	1,397,503,076.70	46.58%	22,842	96.66%

[1 ; 2)	469,645,000.99	15.65%	473	2.00%
[2 ; 3)	233,566,356.76	7.79%	133	0.56%
[3 ; 4)	187,208,580.51	6.24%	69	0.29%
[4 ; 5)	89,952,471.60	3.00%	27	0.11%
[5 ; 10)	300,158,797.08	10.01%	55	0.23%
[10 ; 15)	159,154,542.35	5.31%	20	0.08%
[15 ; 20)	84,290,152.20	2.81%	7	0.03%
[20 ; 30)	78,521,044.81	2.62%	6	0.03%
Total	3,000,000,023.00	100.00%	23,632	100.00%

c) Distribution by year of origination of the Reference Obligations

The origination dates fall between 1998 and 2019.

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by year of origination:

Origination Year	Current Balance (EUR)	%	Number of Reference Obligations	%
1998	73,626.03	0.00%	1	0.00%
2002	1,246,919.64	0.04%	2	0.01%
2003	5,610,015.33	0.19%	6	0.03%
2004	3,772,237.35	0.13%	6	0.03%
2005	3,546,361.84	0.12%	10	0.04%
2006	9,066,110.12	0.30%	20	0.08%
2007	7,834,875.20	0.26%	20	0.08%
2008	2,776,849.94	0.09%	14	0.06%
2009	8,802,701.35	0.29%	29	0.12%
2010	15,489,225.28	0.52%	49	0.21%
2011	11,391,396.16	0.38%	47	0.20%
2012	8,793,229.50	0.29%	53	0.22%
2013	15,557,287.49	0.52%	88	0.37%
2014	41,806,986.54	1.39%	180	0.76%

2015	52,482,842.70	1.75%	1,012	4.28%
2016	180,284,127.33	6.01%	2,100	8.89%
2017	405,141,737.56	13.50%	2,529	10.70%
2018	2,061,533,157.53	68.72%	16,070	68.00%
2019	164,790,336.11	5.49%	1,396	5.91%
Total	3,000,000,023.00	100.00%	23,632	100.00%

d) Distribution by year of maturity of the Reference Obligations

The maturities fall between 2019 and 2048.

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by year of maturity:

Maturity Year	Current Balance (EUR)	%	Number of Reference Obligations
2019	50,469,336.75	1.68%	362
2020	129,105,149.13	4.30%	2,307
2021	337,593,331.06	11.25%	4,891
2022	212,937,625.76	7.10%	3,487
2023	804,178,192.16	26.81%	7,992
2024	169,004,738.02	5.63%	1,303
2025	508,045,209.82	16.93%	1,901
2026	126,685,569.97	4.22%	335
2027	117,299,623.50	3.91%	168
2028	146,401,351.52	4.88%	262
2029	72,674,609.77	2.42%	119
2030	97,487,121.86	3.25%	152
2031	55,274,806.90	1.84%	65
2032	52,661,902.68	1.76%	88
2033	98,758,282.95	3.29%	158
2034	3,345,530.64	0.11%	7
2035	1,749,775.91	0.06%	2

2036	1,850,853.54	0.06%	2	0.01%
2037	4,060,535.48	0.14%	6	0.03%
2038	757,231.87	0.03%	3	0.01%
2039	1,068,305.89	0.04%	2	0.01%
2040 (and later)	8,590,937.82	0.29%	20	0.08%
Total	3,000,000,023.00	100.00%	23,632	100.00%

e) Distribution by geographical region

The top three regions account for EUR 1,401,622,996.29 (46.72% of the Initial Reference Portfolio Amount).

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by location of the related Reference Entities:

Region	Current Balance (EUR)	%	Number of Reference Obligations	%
Cataluña	470,006,402.22	15.67%	2,664	11.27%
Andalucía	467,792,983.30	15.59%	4,847	20.51%
Madrid	463,823,610.77	15.46%	3,101	13.12%
Valencia	338,841,442.13	11.29%	2,485	10.52%
Canarias	175,850,140.18	5.86%	1,563	6.61%
Galicia	167,560,025.03	5.59%	1,202	5.09%
Pais Vasco	142,123,743.74	4.74%	686	2.90%
Castilla-Leon	132,698,286.83	4.42%	1,810	7.66%
Aragon	107,644,521.67	3.59%	736	3.11%
Murcia	101,136,537.51	3.37%	629	2.66%
Baleares	80,262,423.59	2.68%	433	1.83%
Castilla-La Mancha	79,535,580.80	2.65%	1,210	5.12%
Extremadura	76,006,044.32	2.53%	943	3.99%
Navarra	63,941,895.25	2.13%	230	0.97%
Asturias	53,235,066.36	1.77%	340	1.44%
Cantabria	47,791,510.96	1.59%	508	2.15%
La Rioja	25,784,562.81	0.86%	183	0.77%

Melilla	4,034,050.64	0.13%	45	0.19%
Ceuta	1,931,194.89	0.06%	17	0.07%
Total	3,000,000,023.00	100.00%	23,632	100.00%

f) Distribution by industry sector of the borrowers (2009 CNAE Classification)

The top three industry sectors account for EUR 1,022,120,986.72 (34.07% of the Initial Reference Portfolio Amount)

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by industry sector of the related Reference Entities:

Industry Sector ¹	Current Balance (EUR)	%	Number of Reference Obligations	
				%
Actividades inmobiliarias	446,700,292.61	14.89%	1,043	4.41%
Comercio al por mayor e intermediarios del comercio, excepto de vehículos de motor y motocicletas	332,726,501.46	11.09%	2,108	8.92%
Agricultura, ganadería, caza y servicios relacionados con las mismas	242,694,192.65	8.09%	2,725	11.53%
Servicios de alojamiento	176,806,502.60	5.89%	382	1.62%
Industria de la alimentación	172,866,479.82	5.76%	532	2.25%
Comercio al por menor, excepto de vehículos de motor y motocicletas	165,725,486.01	5.52%	2,640	11.17%
Transporte terrestre y por tubería	103,863,761.34	3.46%	1,690	7.15%
Servicios de comidas y bebidas	90,879,120.75	3.03%	2,032	8.60%

¹ *Clasificación Nacional de Actividades Económicas 2009* published by the Spanish *Instituto Nacional de Estadística*.

Venta y reparación de vehículos de motor y motocicletas	82,256,292.76	2.74%	809	3.42%
Servicios financieros, excepto seguros y fondos de pensiones	75,212,827.92	2.51%	49	0.21%
Fabricación de productos metálicos, excepto maquinaria y equipo	65,171,531.69	2.17%	315	1.33%
Fabricación de productos de caucho y plásticos	64,668,347.74	2.16%	138	0.58%
Fabricación de bebidas	62,882,685.05	2.10%	101	0.43%
Otras actividades profesionales, científicas y técnicas	43,020,669.11	1.43%	487	2.06%
Actividades de construcción especializada	42,694,056.94	1.42%	950	4.02%
Construcción de edificios	40,961,479.89	1.37%	411	1.74%
Fabricación de maquinaria y equipo n.c.o.p.	38,629,418.49	1.29%	156	0.66%
Actividades de alquiler	35,610,014.58	1.19%	205	0.87%
Actividades jurídicas y de contabilidad	35,448,120.67	1.18%	566	2.40%
Industria química	34,968,386.85	1.17%	105	0.44%
Servicios técnicos de arquitectura e ingeniería; ensayos y análisis técnicos	32,149,802.96	1.07%	266	1.13%
Actividades sanitarias	30,972,570.06	1.03%	670	2.84%
Actividades administrativas de oficina y otras actividades auxiliares a las empresas	29,785,235.65	0.99%	203	0.86%

Industria de la madera y del corcho, excepto muebles; cestería y espartería	28,501,513.91	0.95%	143	0.61%
Fabricación de productos farmacéuticos	26,799,592.96	0.89%	11	0.05%
Actividades de las sedes centrales; actividades de consultoría de gestión empresarial	25,965,048.77	0.87%	185	0.78%
Industria del papel	25,850,482.38	0.86%	47	0.20%
Metalurgia; fabricación de productos de hierro, acero y ferroaleaciones	24,394,836.57	0.81%	83	0.35%
Artes gráficas y reproducción de soportes grabados	22,219,405.79	0.74%	134	0.57%
Fabricación de otros productos minerales no metálicos	21,561,994.62	0.72%	100	0.42%
Otros servicios personales	19,769,678.52	0.66%	541	2.29%
Programación, consultoría y otras actividades relacionadas con la informática	18,631,274.02	0.62%	179	0.76%
Almacenamiento y actividades anexas al transporte	18,187,093.22	0.61%	210	0.89%
Transporte marítimo y por vías navegables interiores	18,185,278.66	0.61%	22	0.09%
Fabricación de material y equipo eléctrico	17,867,690.38	0.60%	73	0.31%
Industria textil	17,184,154.49	0.57%	123	0.52%
Ingeniería civil	15,516,357.76	0.52%	105	0.44%

Fabricación de vehículos de motor, remolques y semirremolques	15,242,894.41	0.51%	43	0.18%
Pesca y acuicultura	14,933,989.40	0.50%	52	0.22%
Autónomo	14,894,234.05	0.50%	717	3.03%
Educación	13,566,170.85	0.45%	188	0.80%
Suministro de energía eléctrica, gas, vapor y aire acondicionado	13,450,040.15	0.45%	90	0.38%
Investigación y desarrollo	13,379,819.96	0.45%	16	0.07%
Recogida, tratamiento y eliminación de residuos; valorización	12,869,147.86	0.43%	52	0.22%
Actividades deportivas, recreativas y de entretenimiento	12,214,918.28	0.41%	222	0.94%
Fabricación de muebles	11,202,982.24	0.37%	99	0.42%
Telecomunicaciones	9,683,476.74	0.32%	88	0.37%
Asistencia en establecimientos residenciales	9,570,804.96	0.32%	45	0.19%
Industria del cuero y del calzado	8,964,207.10	0.30%	85	0.36%
Otras industrias manufactureras	8,268,320.12	0.28%	64	0.27%
Publicidad y estudios de mercado	7,574,159.11	0.25%	92	0.39%
Servicios a edificios y actividades de jardinería	7,218,708.48	0.24%	174	0.74%
Fabricación de productos informáticos, electrónicos y ópticos	7,081,040.73	0.24%	41	0.17%

Reparación e instalación de maquinaria y equipo	6,861,145.70	0.23%	110	0.47%
Actividades cinematográficas, de vídeo y de programas de televisión, grabación de sonido y edición musical	6,749,701.50	0.22%	52	0.22%
Captación, depuración y distribución de agua	5,903,008.89	0.20%	19	0.08%
Otras industrias extractivas	5,676,464.86	0.19%	37	0.16%
Actividades de agencias de viajes, operadores turísticos, servicios de reservas y actividades relacionadas con los mismos	5,652,938.50	0.19%	67	0.28%
Actividades relacionadas con el empleo	5,322,458.30	0.18%	17	0.07%
Actividades asociativas	4,596,136.77	0.15%	39	0.17%
Actividades auxiliares a los servicios financieros y a los seguros	4,327,163.45	0.14%	108	0.46%
Actividades de creación, artísticas y espectáculos	4,087,799.15	0.14%	81	0.34%
Confección de prendas de vestir	4,083,183.47	0.14%	51	0.22%
Actividades de juegos de azar y apuestas	3,566,900.67	0.12%	32	0.14%
Reparación de ordenadores, efectos personales y artículos de uso doméstico	3,254,306.06	0.11%	114	0.48%
Silvicultura y explotación forestal	1,914,029.50	0.06%	57	0.24%

Actividades postales y de correos	1,250,946.48	0.04%	30	0.13%
Actividades veterinarias	1,162,551.30	0.04%	60	0.25%
Actividades de seguridad e investigación	1,143,989.37	0.04%	22	0.09%
Coquerías y refino de petróleo	1,111,072.21	0.04%	3	0.01%
Fabricación de otro material de transporte	1,069,154.84	0.04%	13	0.06%
Actividades de servicios sociales sin alojamiento	968,442.84	0.03%	20	0.08%
Actividades de bibliotecas, archivos, museos y otras actividades culturales	786,637.96	0.03%	8	0.03%
Edición	762,656.84	0.03%	21	0.09%
Actividades de descontaminación y otros servicios de gestión de residuos	637,099.67	0.02%	12	0.05%
Servicios de información	523,405.87	0.02%	19	0.08%
Actividades de apoyo a las industrias extractivas	347,729.88	0.01%	5	0.02%
Recogida y tratamiento de aguas residuales	208,263.67	0.01%	4	0.02%
Industria del tabaco	177,863.23	0.01%	5	0.02%
Administración Pública y defensa; Seguridad Social obligatoria	117,386.93	0.00%	5	0.02%
Actividades de programación y emisión de radio y televisión	96,369.15	0.00%	2	0.01%

Actividades de los hogares como empleadores de personal doméstico	73,274.09	0.00%	6	0.03%
Seguros, reaseguros y fondos de pensiones, excepto Seguridad Social obligatoria	53,571.48	0.00%	1	0.00%
Transporte aéreo	45,945.41	0.00%	3	0.01%
Actividades de los hogares como productores de bienes y servicios para uso propio	16,061.20	0.00%	1	0.00%
Extracción de minerales metálicos	9,269.67	0.00%	1	0.00%
Total	3,000,000,023.00	100.00%	23,632	100.00%

g) Distribution by amortisation type of the reference Obligations

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by amortisation type:

Amortisation Type	Current Balance (EUR)	%	Number of Reference Obligations	%
French	2,074,022,000.39	69.13%	19,275	81.56%
Linear	854,441,929.67	28.48%	3,541	14.98%
Bullet	71,536,092.94	2.38%	816	3.45%
Total	3,000,000,023.00	100.00%	23,632	100.00%

ISSUER

The Issuer is a Spanish securitisation fund (*fondo de titulización*), which is an isolated pool of assets (*patrimonio separado*) comprised by assets (mainly, the proceeds of the issue of the Notes) and liabilities (mainly, the Notes and any other financing received by the Issuer). The legal regime applicable to the Issuer is set forth in Law 5/2015, dated 27 April ("**Law 5/2015**").

The name of the Issuer is "Fondo de Titulización PYMES MAGDALENA 3". The Issuer has been incorporated on 26 June 2019 by means of the execution of its Deed of Incorporation. The Issuer, as a Spanish securitisation fund (*fondo de titulización*), is a regulated entity subject to the supervision of the CNMV. Moreover, its incorporation has been approved by the CNMV, which has registered the Deed of Incorporation of the Issuer with its public registry.

The Issuer is a special purpose entity which will carry out a specific synthetic securitisation transaction, pursuing the activities set out in the Transaction Documents and summarised in this document. The main activities of the Issuer are, *inter alia*, the issue of the Notes and the entering into of the Transaction Documents (in particular, the Credit Default Swap). The Issuer has not engaged, since its incorporation, in any material activities nor commenced operations (other than those incidental to its incorporation, the issue of the Notes and activities incidental to the exercise of its rights and compliance with its obligations under the Transaction Documents). The Issuer has no employees.

The activities of the Issuer (as those ones of any other Spanish securitisation fund (*fondo de titulización*)) are limited by operation of law to the transaction expressly contemplated in its Deed of Incorporation (which contemplates the execution of the Transaction Documents). Therefore, the Issuer can neither carry out any other transactions nor enter into any new contracts other than those required for the purposes of the transaction contemplated in its Deed of Incorporation.

Since the Issuer is newly incorporated, it lacks any historical financial information. Its annual financial statements will be subject to verification and annual review by the auditors. The annual report and the quarterly reports of the Issuer will be filed with the CNMV within the deadlines set in the current regulations. By virtue of the resolutions adopted by the board of directors of the Management Company dated 28 May 2019, PricewaterhouseCoopers Auditores, S.L. was appointed as the auditor of the Issuer for years 2019, 2020 and 2021. PricewaterhouseCoopers Auditores, S.L. is registered with the Official Registry of Auditors (*Registro Oficial de Auditores de Cuentas*) with number S0242 and has its registered address in Madrid at Paseo de la Castellana 259 B.

The Issuer cannot be subject to insolvency proceedings (*concurso*) under the Spanish Insolvency Law, although it can be liquidated upon occurrence of any of the liquidation events set forth in the Deed of Incorporation.

The Management Company

As Spanish securitisation funds have no legal personality, they must be managed by a third party. As a matter of Spanish law, the management and legal representation of a securitisation fund is legally vested on specific financial institutions denominated "*sociedades gestoras*" (management companies), which are legally entrusted with the defence of the rights and interests of the noteholders and the other creditors of the securitisation fund. Management companies of Spanish securitisation funds (*fondos de titulización*) are subject to supervision by the CNMV.

The Management Company of the Issuer is Santander de Titulización, S.G.F.T., S.A..

The Management Company was incorporated in December 1992 and is duly registered in the special registry established for such purpose by the CNMV under number 1. The Management Company belongs to the Santander group and its registered office is at Juan Ignacio Luca de Tena, 9-11, 28027 Madrid..

Pursuant to Article 25.1 of Law 5/2015, the Management Company shall be the legal representative of the Issuer, it being required by Article 26.1.a) to protect the interest of the Noteholders and other Creditors of the Issuer and to ensure that the Issuer is operated in accordance with the provisions of the Deed of Incorporation. The Management Company is not responsible for any of the Issuer's liabilities. In particular, the Noteholders shall not have any right of action against the Management Company other than by reason of non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation and the applicable laws and regulations (those duties including, among others, to exercise and enforce all of the

rights and remedies of the Issuer under the Credit Default Swap and all of the other Transaction Documents to which the Issuer is a party).

The Deed of Incorporation does not contemplate Noteholders having voting rights or the ability to call creditors' meetings. However, under Law 5/2015, and general principles of Spanish law, in case of conflicts between different classes of Noteholders, the Management Company, where appropriate, will make a decision on the relevant issue to ensure timely resolution of such conflict. Under Spanish law, the Management Company would generally be required to give preference to the holders of the more senior Class of Notes.

In case of insolvency (*concurso*) of the Management Company, Article 33 of Law 5/2015 requires the appointment of a new management company to represent and manage the Issuer. If such new management company is not appointed within a four (4) months period after the date insolvency is declared, the Issuer will be liquidated and the Notes issued by the Issuer will be redeemed in accordance with the terms and conditions set forth in the Deed of Incorporation. Pursuant to the Deed of Incorporation, in the event that the Management Company is insolvent, it shall use its best efforts to appoint a new management company and to take into consideration suggestions by the Noteholders to this effect.

CREDIT DEFAULT SWAP

The following is a summary of certain provisions of the Credit Default Swap and is qualified in its entirety by reference to the detailed provisions of the Credit Default Swap. The following summary does not purport to be complete, and prospective investors must refer to the Credit Default Swap for detailed information regarding the Credit Default Swap.

Documentation

On the Incorporation Date, the Issuer will enter into the credit default swap with Banco Santander, S.A. (the "**Swap Counterparty**") pursuant to a 2002 ISDA Master Agreement and the schedule thereto (the "**ISDA**"), and a credit default swap confirmation having an effective date (the "**Effective Date**") which is the same as the Closing Date (the "**Credit Default Swap**").

The Credit Default Swap will incorporate the 2003 ISDA Credit Derivatives Definitions (without incorporating either the 2009 ISDA Credit Derivatives Definitions Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions published on 12 March 2009 or the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the ISDA Credit Derivatives Definitions, published on 14 July 2009) (the "**2003 Definitions**"). In the event of any inconsistency between the 2003 Definitions and the Credit Default Swap, the Credit Default Swap will prevail.

Noteholders are deemed to have notice of the terms of the Credit Default Swap and the 2003 Definitions.

The Reference Portfolio

Summary of Reference Portfolio

The portfolio in respect of which the Credit Default Swap is entered into (as the same may be amended from time to time pursuant to a Reduction/Removal, Replenishment or Substitution, the "**Reference Portfolio**") will, at any time, consist of a pool of credit exposures to obligors (the "**Reference Entities**") selected by the Swap Counterparty on the Cut-Off Date and identified as such by an identification code in the Reference Register and their related Reference Obligations (as defined below) at that time.

In respect of each Reference Entity, the Swap Counterparty has designated, in the Reference Register, one or more Reference Obligations which are identified by an identification code and the applicable Reference Obligation Notional Amount and Protected Reference Obligation Notional Amount in respect thereof (the "**Reference Obligations**").

The Reference Obligations comprising the Reference Portfolio may or may not have been originated or acquired by the Swap Counterparty. As at the Cut-Off Date, each Reference Obligation in the Reference Portfolio complied with the Eligibility Criteria and the Reference Portfolio is required to comply with the Portfolio Guidelines (save for those criteria set forth in paragraphs (ii) and (iii) of the Portfolio Guidelines).

The initial Reference Entities, Reference Obligations, Reference Obligation Notional Amounts and Protected Reference Obligation Notional Amounts are subject to variation from time to time pursuant to any Replenishment, Substitution or Reduction/Removal.

Reference Register

The Swap Counterparty is required to maintain a register in respect of each Reference Obligation and Reference Entity containing the information set out in the section entitled "*Reference Register*" in this Information Memorandum (such register as amended by the Swap Counterparty from time to time in accordance with the terms of the Credit Default Swap, the "**Reference Register**").

Reference Obligation Notional Amount

The "**Reference Obligation Notional Amount**" and "**Protected Reference Obligation Notional Amount**" designated in respect of any Reference Obligation is the Euro amount identified as such in respect of such Reference Obligation in the Reference Register, *provided that* the Protected Reference Obligation Notional Amount will be equal to 95% of the Relevant Lender's exposure to such Reference Obligation on the Relevant Date, as adjusted pursuant to the terms of the Credit Default Swap.

The Reference Obligation Notional Amount of a Reference Obligation may be reduced as a result of a Reduction/Removal as described herein.

Reference Obligation Eligibility Criteria

Each Reference Obligation and, where applicable, its corresponding Reference Entities must meet the individual criteria set out in the section entitled "*Eligibility Criteria*" section in this Information Memorandum (the "**Eligibility Criteria**") on its Relevant Date.

The "**Relevant Date**" in respect of a Reference Obligation is:

- (a) with respect to any Reference Obligation comprised in the Reference Portfolio on the Effective Date, the Cut-Off Date; and
- (b) with respect to any Reference Obligation that has been added to the Reference Portfolio after the Effective Date pursuant to a Replenishment or Substitution, the date falling 5 Note Business Days prior to the relevant Replenishment Date or, as applicable, the relevant Substitution Date.

Reference Portfolio Eligibility Criteria

On the Cut-Off Date and each Relevant Date in respect of any Replenishment or Substitution, the Reference Portfolio will be required to meet the criteria set out, and in the manner set out, in the "*Portfolio Guidelines*" section in this Information Memorandum (the "**Portfolio Guidelines**") on the Cut-Off Date (save that the Reference Portfolio shall not be required to meet criteria (ii) and (iii) of the Portfolio Guidelines on the Cut-Off Date) and each Relevant Date in respect of any Replenishment or Substitution (subject to the PG Breach Exception, as described below).

Replenishment and Substitution

Subject to compliance with the Conditions to Replenishment, on any date prior to the Last Replenishment Date, the Swap Counterparty will have the right, at its discretion, to make changes to the composition of the Reference Portfolio by:

- (a) adding Reference Obligations relating to existing Reference Entities; or
- (b) adding new Reference Entities and adding related Reference Obligations to the Reference Portfolio;

each such addition a "**Replenishment**", and the day on which any Replenishment is effected is the "**Replenishment Date**".

The "**Conditions to Replenishment**" are:

- (a) as at the Relevant Date for any Replenishment, the Reference Obligation which is the subject of the Replenishment satisfies each Eligibility Criteria and such Reference Obligation is not included in the securitisation portfolio for any other securitisation (whether a synthetic securitisation or otherwise);
- (b) the Swap Counterparty has annual individual and consolidated accounts for the last two accounting periods duly audited and with no qualifications, as required by article 17(a) of Law 5/2015; and
- (c) following the Replenishment, the Reference Portfolio satisfies the Reference Portfolio Eligibility Criteria or, if the Portfolio Guidelines set out in sub-paragraph (iv) of the Portfolio Guidelines had been breached immediately prior to the relevant Replenishment (after taking into account any Reduction/Removal on such date) and such breach is continuing, (A) the weighted average life of all Reference Obligations which are the subject of the Replenishment on that date must be equal to or lower than 3,5 years and (B) all of the other Portfolio Guidelines were satisfied in respect of all Replenishments on the Relevant Date including such Replenishment (the "**PG Breach Exception**").

In the event that it is determined that the Conditions to Replenishment are not fulfilled as at the Replenishment Date in respect of the relevant Reference Obligation, the Conditions to Settlement in respect

of such Defaulted Reference Obligation are not capable of being fulfilled and the Swap Counterparty will not be entitled to make a claim under the Credit Default Swap in respect thereof.

If the Swap Counterparty becomes aware or the Issuer determines that any Reference Obligation comprised in the Reference Portfolio on the Effective Date did not comply with the Eligibility Criteria on the Cut-Off Date, that any Replenishment of a Reference Obligation to the Reference Portfolio was effected without satisfying the Conditions to Replenishment, or that any Substitution was effected without satisfying the Conditions to Substitution (a "**False Addition**"), then the Swap Counterparty or the Issuer, as applicable, will, as soon as reasonably practicable, notify the other party of such event.

If a Reference Obligation has been added/adjusted pursuant to a False Addition, then (a) promptly following the date on which the Swap Counterparty became aware of such False Addition, the Swap Counterparty such removal will constitute a Reduction/Removal) and (b) no Credit Event Notice may be delivered with respect to the corresponding Reference Obligation. On any Cash Settlement Date following the end of the Replenishment Period, the Swap Counterparty will have the right (but not the obligation) at its sole discretion (and acting in its own interests) to add, with effect from and including such date, one or more Reference Obligations (including Reference Obligations with respect to new Reference Entities) to the Reference Portfolio (each such addition, a "**Substitution**", each such Reference Obligation, a "**Substitute Obligation**", and the Reference Obligation Notional Amount being added to the Reference Portfolio as applicable, the "**Substitute RONA**"), *provided that*, in respect of each Substitution, on the Relevant Date:

- (a) the Substitute Obligation satisfied each of the Eligibility Criteria and such Substitute Obligation is not included in the securitisation portfolio for any other securitisation (whether a synthetic securitisation or otherwise);
- (b) the Swap Counterparty has annual individual and consolidated accounts for the last two accounting periods duly audited and with no qualifications, as required by article 17(a) of Law 5/2015;
- (c) the aggregate Substitute RONA of each Substitute Obligation on each Cash Settlement Date does not exceed the aggregate Reference Obligation Notional Amount of each Ineligible Obligation removed from the Reference Portfolio during the immediately preceding Calculation Period; and
- (d) the Portfolio Guidelines were satisfied in respect of such Substitution subject to application of the PG Breach Exception (as if references in the Portfolio Guidelines to a Replenishment or Replenishment Date were references to a Substitution and the Substitution Date, respectively),

(together, the "**Conditions to Substitution**");

No Credit Event Notice may be delivered with respect to the corresponding Reference Obligation. Each day on which any Substitution is effected by the Swap Counterparty shall constitute a "**Substitution Date**".

Any failure to satisfy the Conditions to Replenishment or the Conditions to Substitution will not comprise a breach of the Credit Default Swap or the ISDA or otherwise comprise a Swap Event of Default (including, without limitation, under Section 5(a)(ii) of the ISDA) or an event which, with the giving of notice or the lapse of time or both, would constitute a Swap Event of Default with respect to the Swap Counterparty and in the absence of fraud, will not entitle Issuer to claim any compensation, damages or any other equitable relief.

The Swap Counterparty makes no representation whatsoever, express or implied, as to whether or not any Reference Obligation complies with the Conditions to Replenishment and/or the Conditions to Substitution on any date.

Reductions/Removals

The Reference Obligation Notional Amount in respect of a Reference Obligation may be reduced from time to time as follows (each such reduction, a "**Reduction/Removal**"):

- (a) in whole or in part (as applicable) to reflect any repayment, prepayment or amortisation in relation to the relevant Reference Obligation by an amount which is in the same proportion to the Protected Reference Obligation Notional Amount of the Reference Obligation immediately prior to such repayment, prepayment or amortisation as the amount that such repayment, prepayment or

amortisation bears to the outstanding principal amount of such Reference Obligation immediately prior to such repayment, prepayment or amortisation;

- (b) in whole or in part (as applicable) to reflect any disposal by the Relevant Lender of all or part of its interest in the Reference Obligation to a third party which is not either (i) the Swap Counterparty, (ii) a credit institution (other than the Swap Counterparty) or a regulated lending institution (*establecimiento financiero de crédito*) which, in both cases, is part of the Banco Santander S.A. consolidated accounting group or (iii) a special purpose vehicle or other entity which is part of the Banco Santander S.A. consolidated accounting group by an amount which is in the same proportion to the Protected Reference Obligation Notional Amount of the Reference Obligation immediately prior to such disposal as the amount that such disposal bears to the outstanding principal amount of such Reference Obligation immediately prior to such disposal;
- (c) in whole if the relevant Reference Obligation ceases to be held on Banco Santander S.A.'s regulatory balance sheet as a result of the Relevant Lender no longer being consolidated with Banco Santander S.A. for the purpose of Article 11 of Regulation No 575/2013 of the European Parliament and of the Council (the "**CRR**");
- (d) in whole, if the relevant Reference Obligation is determined by the Swap Counterparty or the Independent Accountants to have either (i) been a False Addition on the Relevant Date or (ii) not complied with the Eligibility Criteria on the Relevant Date, or where the Reference Portfolio is determined by the Swap Counterparty or the Independent Accountants to have not complied with: (1) the criteria set forth in paragraphs (i), (iv), (v), (vi) and (vii) of the Portfolio Guidelines on the Cut-Off Date or (2) the Portfolio Guidelines on any Relevant Date other than the Cut-Off Date (subject to the PG Breach Exception in respect of a Replenishment Date or a Substitution Date);
- (e) in whole if the relevant Reference Obligation which becomes a Worked Out Reference Obligation other than where the relevant Reference Obligation is a Cured Reference Obligation, *provided that* for the purpose of determining the Portfolio Amortisation Amount on any date after the Last Replenishment Date, the amount of such Reduction shall be deemed to be an amount equal to the Reference Obligation Notional Amount for such Reference Obligation *minus* the Worked Out Credit Protection Amount for such Reference Obligation;
- (f) at the option of the Swap Counterparty, in whole if, following the occurrence of an Event Determination Date in respect of such Reference Obligation, the Swap Counterparty determines in a commercially reasonable manner and in good faith that any of paragraphs (c), (d) or (e) (as applicable) of the Additional Condition to Settlement could not be satisfied in respect of that Reference Obligation;
- (g) in whole in respect of any Reference Obligation if a Credit Event occurs in respect of the relevant Reference Obligation prior to the Effective Date; and
- (h) in whole, if as a result of an amendment or refinancing, the relevant Reference Obligation becomes subject to a guarantee from the European Investment Bank or the *Instituto de Crédito Oficial* ("**ICO**").

Following any reduction of the Protected Reference Obligation Notional Amount in whole, the relevant Reference Obligation shall be removed from the Reference Portfolio.

For the avoidance of doubt, the Swap Counterparty may not reduce or remove any Reference Obligations from the Reference Portfolio otherwise than in accordance with paragraphs (a) to (h) above.

Servicing

The Reference Obligations will be administered and enforced by the Relevant Lender or its agent acting on its behalf (the "**Servicer**") in accordance with the Relevant Lender's credit and collection policy and servicing principles as in force from time to time (the "**Servicing Standards**") or equivalent credit and collection policy and servicing principles.

In all cases, any credit, risk management, recovery process and/or enforcement decisions relating to the Reference Portfolio shall be taken by the Relevant Lender without regard to the existence of the Credit

Default Swap and with a view of minimising losses and maximising recoveries on the relevant Reference Obligation.

The Swap Counterparty shall ensure that information barriers are put in place such that the officers of the Relevant Lender responsible for servicing the Reference Obligations in the Reference Portfolio shall not be aware of the Reference Obligations included in the Reference Portfolio and each Servicer shall therefore carry out its duties in relation to the Reference Portfolio without regard to the existence of the Credit Default Swap.

Fixed Amounts

As the buyer of credit protection, the Swap Counterparty will make periodic payments of Fixed Amounts to the Issuer. Fixed Amounts will be payable on each date falling one (1) Note Business Day prior to a Cash Settlement Date (each such date, a "**Fixed Rate Payer Payment Date**").

"**Fixed Amount**" for any Fixed Rate Payer Payment Date means the amount determined by the Swap Calculation Agent to be equal to:

- (A) the sum of:
- (a) the Tranche A Fixed Component Amount in respect of that Fixed Rate Payer Payment Date;
 - (b) the Tranche B Fixed Component Amount in respect of that Fixed Rate Payer Payment Date;
 - (c) the Issuer Operating Expenses in respect of that Fixed Rate Payer Payment Date;
 - (d) the Issuer Taxes in respect of that Fixed Rate Payer Payment Date;
 - (e) the Subordinated Loan Amounts in respect of that Fixed Rate Payer Payment Date; and
 - (f) if, on such Fixed Rate Payer Payment Date, the Swap Counterparty is not the Deposit Bank, the absolute value of any negative interest charged on the Deposit Account in respect of such Fixed Rate Payer Calculation Period,

less

- (B) if, on such Fixed Rate Payer Payment Date, the Swap Counterparty is not the Deposit Bank, an amount equal to any positive interest paid into the Deposit Account in respect of such Fixed Rate Payer Calculation Period.

If the Fixed Amount in respect of a Fixed Rate Payer Payment Date is a negative amount, the Issuer shall pay an amount equal to the absolute value of the Fixed Amount to the Swap Counterparty on the Cash Settlement Date immediately following such Fixed Rate Payer Payment Date

Credit Events

A "**Credit Event**" means the occurrence of a Bankruptcy, Failure to Pay or Restructuring in respect of a Reference Obligation or the Reference Entity in respect thereof. For this purpose:

"**Bankruptcy**" means a Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors'

rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) (inclusive).

"Failure to Pay" means after the expiration of 90 days from the due date, the failure by the Reference Entity to make, when and where due, any payments under the Reference Obligation in accordance with the terms of such Reference Obligation, at the time of such failure.

"Restructuring" means, in respect of a Reference Obligation, the forgiveness or postponement of principal, interest or fees that results in a negative value adjustment or other similar debit directly attributable to the principal amount of the Reference Obligation to the profit and loss account of the Relevant Lender in respect of such Reference Obligation, in relation to such Reference Obligation, as the case may be *provided that* the same is effected:

- (a) with regard to the standards of a reasonable and prudent lending bank (disregarding for such purposes the effect of the credit protection provided by the Credit Default Swap in respect of such Reference Obligation but taking into account any security allocable to that Reference Obligation); and
- (b) with the intent that such Restructuring is to minimise any expected loss in respect of such Reference Obligation,

and does not occur in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.

Settlement Terms

Calculation of Aggregate Seller Payments

On each 20 March, 20 June, 20 September and 20 December in each year from (and including) 20 September 2019 to (and including) the Termination Date (each such date being, for these purposes, a "**Cash Settlement Date**") the Issuer shall pay certain amounts to the Swap Counterparty in respect of the aggregate loss amounts in respect of the Defaulted Reference Obligations in the Reference Portfolio determined during the Calculation Period related to such Cash Settlement Date (such amount, the Aggregate Issuer Payment, as set out in more detail below).

On each Note Business Day falling five (5) Note Business Days prior to a Cash Settlement Date (each, a "**Calculation Date**") the Swap Calculation Agent will calculate the "**Aggregate Seller Payment**", which will be equal to the sum of the Tranche A Loss Allocation and the Tranche B Loss Allocation.

The amount of the "**Tranche A Loss Allocation**" will be equal to:

- (a) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:

- (i) the greater of (A) zero and (B) the Current Period Loss Adjustment *minus* the sum of the Threshold Loss Allocation and the Tranche B Loss Allocation on that Calculation Date; and
 - (ii) the Tranche A Amount on that Calculation Date (prior to giving effect to any adjustment to the Tranche A Amount on that Calculation Date); and
- (b) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
- (i) the greater of (A) zero and (B) the absolute value of the Current Period Loss Adjustment *minus* the absolute value of the Senior Tranche Loss Allocation for that Calculation Date; and
 - (ii) the Cumulative Tranche A Loss Amount immediately prior to that Calculation Date.

The amount of the "**Tranche B Loss Allocation**" will be equal to:

- (a) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:
- (i) the greater of (A) zero and (B) the Current Period Loss Adjustment *minus* the Threshold Loss Allocation on that Calculation Date; and
 - (ii) the Tranche B Amount on that Calculation Date (prior to giving effect to any adjustment to the Tranche B Amount on that Calculation Date); and
- (b) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
- (i) the greater of (A) zero and (B) the absolute value of the Current Period Loss Adjustment *minus* the sum of the absolute value of each of the Senior Tranche Loss Allocation and the Tranche A Loss Allocation for that Calculation Date; and
 - (ii) the Cumulative Tranche B Loss Amount immediately prior to that Calculation Date.

Conditions to Settlement

Losses in respect of a Reference Obligation will be included in the calculation of the Aggregate Issuer Payment if the following conditions (the "**Conditions to Settlement**") are satisfied:

- (i) the Swap Counterparty has delivered a Credit Event Notice to the Issuer (copied to the Independent Accountant) during the period (the "**Notice Delivery Period**") commencing on the Closing Date and ending on the Initial Termination Date (*provided that*, if a Potential Credit Event Notice has been delivered in respect of any Reference Obligation on or prior to the Initial Termination Date, the Notice Delivery Period in respect of such Reference Obligation shall be extended to the day falling 90 days after the Initial Termination Date);
- (ii) if the Reference Obligation is an Initial Verifiable Reference Obligation, the Independent Accountant has delivered a notice (the "**Accountants' Notice**") to the parties verifying:
 - (a) that the Credit Event identified in the relevant Credit Event Notice occurred during the Notice Delivery Period;
 - (b) the calculation of the Initial Credit Protection Amount;
 - (c) the Defaulted Notional Amount on the Event Determination Date was not greater than 95 per cent. of the aggregate outstanding principal amount of the Reference Obligation to which the Relevant Lender is exposed on the Event Determination Date (which amount shall exclude any amount in respect of which the Relevant Lender has entered into any other hedging or credit protection arrangements *provided that*, for this purpose, (i) where the Relevant Lender is a Securitisation Issuer, any securities issued by that Securitisation Issuer shall not constitute a hedge or credit protection arrangement and (ii) any guarantees

forming part of the finance documentation with respect to such Reference Obligation shall not constitute hedging or credit protection arrangements);

- (d) if the Relevant Lender in respect of the Reference Obligation is a Securitisation Issuer, that on the Event Determination Date for that Reference Obligation the Securitisation Retained Amount in respect of the relevant Securitisation was not less than the Securitisation Alignment Amount in respect of that Securitisation;
- (e) the Independent Accountants have verified that such Reference Obligation complied with the Eligibility Criteria as at the Relevant Date;
- (f) that Swap Counterparty is, and has at all times since the Trade Date been, in compliance with the undertaking that a member of the Banco Santander, S.A. consolidated group will retain, at all times until the redemption of the Notes, a material net economic interest in the securitisation of not less than 5% as contemplated by Article 6(3)(b) of the Securitisation Regulation (the "**Risk Retention Undertaking**") by the Swap Counterparty or a member of the Swap Counterparty's consolidated group retaining not less than 5 per cent of the nominal value of each Reference Obligation outside the Reference Portfolio (the "**Retained Interest**"); and
- (g) that the relevant Reference Obligation was included in the Reference Portfolio on the date on which the Credit Event occurred,

(the "**Additional Condition to Settlement**").

A Reference Obligation will be an "**Initial Verifiable Reference Obligation**" if either:

- (a) the Initial Credit Protection Amount in respect of that Reference Obligation is greater than EUR 500,000; or
- (b) where the Threshold Amount has been reduced to zero, either:
 - (i) the Independent Accountants select that Reference Obligation to be an Initial Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Event Determination Date; or
 - (ii) the Issuer has requested that Reference Obligation to be an Initial Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Event Determination Date, *provided that* the Issuer may only make such a request if it has been requested to do so by a Noteholder who has undertaken to the satisfaction of the Management Company to pay for all costs and expenses arising from such request.

Where the Threshold Amount has been reduced to zero, the Swap Counterparty will, from time to time, procure that the Independent Accountants randomly select, from all Reference Obligations in respect of which an Initial Credit Protection Amount which is less than or equal to EUR 500,000 has been determined since the last time they made such a selection (or, in the case of the initial selection, since the Effective Date) (an "**Initial Batch**"), at least five per cent (5%) of such Reference Obligations to be Initial Verifiable Reference Obligations.

Notwithstanding the above, in respect of a Determined Reference Obligation, the Issuer may, once the Threshold Amount has been reduced to zero, at any time on or prior to the Calculation Date immediately following the applicable Event Determination Date, request that a Reference Obligation in respect of which an Event Determination Date has occurred (a "**Determined Reference Obligation**") be an Initial Verifiable Reference Obligation (*provided that* the Issuer may only make such a request if it has been requested to do so by a Noteholder who has undertaken to the satisfaction of the Management Company to pay for all costs and expenses arising from such request).

A "**Credit Event Notice**" must contain confirmation from the Swap Calculation Agent of the occurrence or existence of a Credit Event:

- (i) in respect of a Reference Obligation which was in the Reference Portfolio on the Cut-Off Date, on or after the Effective Date; and

- (ii) in respect of any other Reference Obligation, on or after the Replenishment Date and/or the Substitution Date in respect of that Reference Obligation.

The Conditions to Settlement can only be satisfied once in relation to each Reference Obligation but may be satisfied more than once in relation to the Reference Portfolio and the Credit Default Swap.

Following the satisfaction of the Conditions to Settlement in respect of a Reference Obligation in respect of which a Credit Event has occurred, the Swap Calculation Agent will determine the Initial Credit Protection Amount in respect of such Defaulted Reference Obligation.

Calculation of Loss Amounts

The "**Initial Credit Protection Amount**" is an amount equal to the product of (i) the Defaulted Notional Amount and (ii) the Regulatory Capital LGD in respect of that Defaulted Reference Obligation.

Following the earlier to occur of:

- (a) the date on which the Swap Counterparty has determined (acting in accordance with the standards of a reasonable and prudent lender) that all Recoveries anticipated in respect of such Defaulted Reference Obligation have been received by the Relevant Lender;
- (b) in respect of a Defaulted Reference Obligation in respect of which a Failure to Pay Credit Event had occurred, the date on which the Swap Counterparty determines that all overdue principal amounts in respect of such Defaulted Reference Obligation have been paid in full (together with any interest on such amounts) (in which case such Reference Obligation shall be a "**Cured Reference Obligation**");
- (c) except where the Credit Event specified in the Credit Event Notice for that Defaulted Reference Obligation was a Failure to Pay and a Restructuring Credit Event also occurred following the Event Determination Date in respect of that Defaulted Reference Obligation, the date falling 72 months following the Event Determination Date;
- (d) the Servicer Default Notice Date; and
- (e) the date falling 45 Note Business Days prior to the Final Termination Date (the "**Long-Stop Date**").

(such date, the "**Work Out Completion Date**" and such Defaulted Reference Obligation, a "**Worked Out Reference Obligation**"), the Swap Calculation Agent will determine the Worked Out Credit Protection Amount and the Credit Protection Adjustment Amount in respect of such Defaulted Reference Obligation.

For the purpose of determining the "**Estimated Recoveries**" in respect of a Final Estimated Recoveries Obligation, if the Work Out Completion Date occurs on the Long-Stop Date, the Recoveries in respect of the Worked Out Reference Obligation shall be equal to the sum of (i) the Recoveries which have been received or applied by the Relevant Lender prior to the Work-Out Completion Date and (ii) the amount which the Swap Calculation Agent determines would constitute future Recoveries in accordance with the Relevant Lender's credit and collection policy and servicing principles as in force from time to time and without regard to the existence of the Credit Default Swap, *minus* the amount which the Swap Calculation Agent estimates would constitute future taxes, commissions and judicial expenses (including any legal fees) incurred by the Relevant Lender following the Work-Out Completion Date in connection with the work-out of the Final Estimated Recoveries Obligation.

In respect of each Worked Out Reference Obligation, the Swap Calculation Agent will determine the "**Credit Protection Adjustment Amount**" by subtracting the Initial Credit Protection Amount from the Worked Out Credit Protection Amount (*provided that* if the Work-Out Completion Date in respect of such Worked Out Reference Obligation is the Servicer Default Notice Date, the Worked Out Credit Protection Amount in respect of such Worked Out Reference Obligation shall be zero).

Verification of Credit Protection Adjustment Amounts

Following the Work-Out Completion Date in respect of a Worked Out Reference Obligation which is a Final Verifiable Reference Obligation, the Swap Calculation Agent shall cause the Independent

Accountants to deliver to the Issuer, the Swap Counterparty and the Swap Calculation Agent a notice (the "**Verification Notice**") verifying, in accordance with the Agreed Upon Procedures, the calculation of the Credit Protection Adjustment Amount (including each component thereof).

A "**Verified Reference Obligation**" is a Worked Out Reference Obligation in respect of which the Verification Date has occurred.

A Worked Out Reference Obligation will be a "**Final Verifiable Reference Obligation**" if:

- (i) the Worked Out Credit Protection Amount in respect of that Worked Out Reference Obligation is greater than EUR 500,000; and
- (ii) where the Initial Threshold Amount has been reduced to zero, either:
 - (a) the Independent Accountants select that Worked Out Reference Obligation to be a Final Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Work-Out Completion Date; or
 - (b) the Issuer has requested that Reference Obligation to be a Final Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Work-Out Completion Date, *provided that* the Issuer may only make such a request if it has been requested to do so by a Noteholder who has undertaken to the satisfaction of the Management Company to pay for all costs and expenses arising from such request.

Where the Initial Threshold Amount has been reduced to zero, the Swap Counterparty will, from time to time, procure that the Independent Accountants randomly select, from all Worked Out Reference Obligations in respect of which a Work-Out Credit Protection Amount which is less than or equal to EUR 500,000 has been determined since the last time they made such selection (a "**Final Batch**"), at least five per cent (5%) of such Reference Obligations to be Final Verifiable Reference Obligations.

Notwithstanding the above, in respect of a Determined Reference Obligation, the Issuer may, where the Initial Threshold Amount has been reduced to zero, at any time on or prior to the Calculation Date immediately following the applicable Work-Out Completion Date (if so instructed by the Management Company), request that such Determined Reference Obligation be a Final Verifiable Reference Obligation, *provided that* the Issuer may only make such a request if it has been requested to do so by a Noteholder who has undertaken to the satisfaction of the Management Company to pay for all costs and expenses arising from such request.

Aggregate Seller Payments

If the Aggregate Seller Payment in respect of a Cash Settlement Date is greater than zero, the Aggregate Seller Payment shall be paid by the Issuer to the Swap Counterparty on such Cash Settlement Date.

If the Aggregate Seller Payment in respect of a Cash Settlement Date is less than zero, the absolute value of such Aggregate Seller Payment shall be due and payable from the Swap Counterparty to the Issuer on such Cash Settlement Date.

The obligation of the Issuer to pay Initial Credit Protection Amounts and Credit Protection Adjustment Amounts (each, a "**Seller Payment**") to the Swap Counterparty exists regardless of whether the Swap Counterparty suffers a loss or is exposed to the risk of loss following the occurrence of a Credit Event, and regardless of whether the Swap Counterparty has any legal or beneficial interest in any obligations of any Reference Entity or any economic risk in respect thereof. If the Swap Counterparty transfers any beneficial interest in any obligation of a Reference Entity or any economic risk in respect thereof to another person or entity, the Swap Counterparty will not, directly or indirectly (including through any indemnity or representation as to collectability made in any agreement providing for such transfer), transfer to or otherwise vest in such person or entity, any interest in, or any benefit of, the Credit Default Swap for the portion of beneficial interest or economic risk that has been transferred.

Financial Intermediation Fee

On each Cash Settlement Date, the Issuer shall pay to the Swap Counterparty an intermediation fee (the "**Financial Intermediation Fee**") in an amount equal to the excess (if any) of the balance standing to the

credit of the Issuer Account once all other payments and retentions to be made by the Issuer on such Cash Settlement Date have been made, over the Principal Balance of the Notes once redeemed or reduced on such Cash Settlement Date in accordance with Clause 9.9.3 of the Deed of Incorporation.

Late Recoveries

If, in respect of any Worked Out Reference Obligation, at any time on or prior to the Termination Date the Relevant Lender receives further Recoveries which were not included in determining the Worked Out Credit Protection Amount in respect of such Worked Out Reference Obligation, such amounts shall be a "**Late Recovery Amount**".

Termination of the Credit Default Swap

General Terms

The Credit Default Swap will terminate on the earlier to occur of (A) the Final Exhaustion Date and (B) the earliest to occur of:

- (a) Scheduled Termination Date;
- (b) the Optional Termination Date;
- (c) an Early Termination Date;
- (d) the Failure Date;
- (e) the Servicer Default Date; and
- (f) the Issuer Liquidation Date,

(the "**Initial Termination Date**")

provided that, if on the Initial Termination Date there are one or more Reference Obligations in respect of which an Event Determination Date has occurred or in respect of which a Potential Credit Event Notice has been delivered but which, in either case, have not yet become Worked Out Reference Obligations in respect of which the Verification Date has occurred, the Termination Date shall occur on the earliest to occur of:

- (i) the Final Exhaustion Date;
- (ii) the date falling 24 months after the Initial Termination Date, *except that* if the Initial Termination Date is the Issuer Liquidation Date or the Servicer Default Date, the final termination date shall be the Initial Termination Date (the "**Final Termination Date**"); and
- (iii) the Cash Settlement Date which occurs on or following the first date on which all such Reference Obligations have become either (i) Verified Reference Obligations or (ii) Reference Obligations in respect of which it is no longer possible for the Conditions to Settlement to be satisfied.

Optional Early Termination Date

The Swap Counterparty may elect, upon not less than 15 Note Business Days' written notice to the Issuer, to terminate the Credit Default Swap in whole on any Fixed Rate Payer Payment Date falling on or following the occurrence of one of the following events (such date, an "**Optional Termination Date**"):

- (a) either:
 - (i) a notification or other communication by any applicable regulatory or supervisory authority is received by the Swap Counterparty which states that the amount of regulatory capital which the Swap Counterparty is required to hold in respect of the Reference Portfolio is materially greater than the amount of regulatory capital which the Swap Counterparty anticipated being required to hold in respect of the Reference Portfolio as a consequence of entering into the Transaction (determined by reference to the regulatory requirements in force on the Effective Date); or

- (ii) the Swap Counterparty, acting reasonably, determines that there is a material adverse change in the Swap Counterparty's ability to reflect the full benefit of the Transaction as anticipated by it on the Effective Date as a result of the enactment or effective date of or supplement or amendment to, or a change in, law, policy or official interpretation of any relevant regulations or as a result of any official communication, interpretation or determination made by any relevant regulatory authority, in each case occurring after the Effective Date and which cannot be avoided by the Swap Counterparty using commercially reasonable efforts,

provided that in respect of each of (i) and (ii) above, such event shall be beyond the Swap Counterparty's reasonable control and the Swap Counterparty shall provide evidence to the Issuer of the occurrence and details thereof (each of them, a "**Regulatory Event**");

For the avoidance of doubt, the amount of regulatory capital which the Swap Counterparty anticipates being required to hold in respect of its exposure to the Reference Portfolio:

- (a) shall take into account the Revised Securitisation Framework; and
- (b) shall not take into account either (i) any changes to the Revised Securitisation Framework or any implementing regulations, policies or guidelines in respect thereof announced or published after the Closing Date or (ii) any other proposed changes to any applicable law or regulation.

"**Revised Securitisation Framework**" means:

- (i) Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending the Capital Requirements Regulation; and
- (ii) Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 575/2013;
- (c) the occurrence of the date on which the Protected Reference Portfolio Notional Amount has been reduced to or below ten per cent. of the Protected Reference Portfolio Amount (a "**Clean-up Event**"); or
- (d) the occurrence of the First Optional Termination Date (i.e., the first Cash Settlement Date after 1 December 2023).

Early Termination Date

An "**Early Termination Date**" may be designated by either:

- (a) the Issuer, under the Credit Default Swap, upon the occurrence of:
 - (i) a Swap Event of Default with respect to the Swap Counterparty (and, in such circumstances, the Early Termination Date shall be designated to occur no later than two (2) Note Business Days after the relevant Swap Event of Default);
 - (ii) the contractual performance of the Issuer's or the Swap Counterparty's obligations becoming illegal (as more fully described in the Credit Default Swap); or
 - (iii) a Force Majeure Event in respect of the Swap Counterparty (as defined and more fully described in the Credit Default Swap); or
 - (iv) a Swap Tax Event in respect of the Issuer; and

- (b) the Swap Counterparty, under the Credit Default Swap, upon the occurrence of:
 - (i) a Swap Event of Default with respect to the Issuer;
 - (ii) the contractual performance of the Issuer's or the Swap Counterparty's obligations becoming illegal (as more fully described in the Credit Default Swap);
 - (iii) a Force Majeure Event in respect of the Issuer (as defined and more fully described in the Credit Default Swap); or
 - (iv) a Swap Tax Event in respect of the Swap Counterparty.

A "**Swap Event of Default**" means, with respect to each of the Issuer and the Swap Counterparty, (1) a payment default (continuing for one (1) Note Business Day, or more) and (2) certain bankruptcy-related events (each as more fully described in the Credit Default Swap).

A "**Swap Tax Event**" means, with respect to each of the Issuer and the Swap Counterparty, an action taking by a taxing authority, or brought in a court of competent jurisdiction, after the Effective Date or a change in tax law after the Effective Date which results in such party either being required to gross-up a payment under the Credit Default Swap, or receive a payment from which an amount is required to be deducted or withheld (as more fully described in the Credit Default Swap).

If:

- (i) the Issuer is required to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of Notes outstanding at such time other than where any such deduction or withholding is required because of the failure of the relevant Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such such payments to be made free of such deduction or withholding (a "**Tax Gross Up Event**"), *provided that* Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a tax haven ("*paraíso fiscal*") for the purposes of Royal Decree 1080/1991, of 5 July (as amended from time to time); or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("**FATF**") shall not be taken into account for the purposes of the calculation of the 25% threshold; and
- (ii) the Swap Counterparty, having received not less than 15 days notice from the Paying Agent or any Noteholder that a Tax Gross Up Event has occurred or will occur, has not elected to pay in addition to the payment to which the Issuer is otherwise entitled under the Credit Default Swap, such additional amount as is necessary to ensure that the net amount actually received by the Noteholders will equal the full amount that the Noteholders would have received had no such deduction or withholding be required (a "**Tax Gross Up Amount**"),

an Additional Termination Event will occur. In such a case, the Early Termination Date shall be automatically designated on the date on which such Additional Termination Event occurs without any requirement for notice by either the Swap Counterparty or the Issuer.

Payments upon Early Termination

In the event that an Early Termination Date is designated by either the Issuer or the Swap Counterparty, no termination amounts will be payable by either party under the Credit Default Swap, however, the positive and negative Aggregate Seller Payments and Fixed Amounts (as applicable) which become payable after the Early Termination Date shall remain payable.

Failure Date

A "**Failure Date**" will occur on:

- (i) the day falling sixty (60) calendar days after the date on which the Deposit Bank ceased to satisfy the Required Rating without it having been replaced by a new Deposit Bank which has the Required Rating (but only to the extent that the affected Deposit Bank is the Swap Counterparty or any other bank which is part of the consolidated group of the Swap Counterparty); or

- (ii) the day falling fifteen calendar days after any Cash Settlement Date on which the Issuer has failed to pay in full any amounts payable to the holders of the Notes on such Cash Settlement Date without such failure to pay having been fully remedied on or before such day.

Servicer Default Date

If the Issuer determines, acting in good faith and a commercially reasonable manner, that the Swap Counterparty has persistently failed to procure that the Reference Obligations and the Reference Collateral are administered and enforced by the Servicer in accordance with the Relevant Lender's credit and collection policy and servicing principles as in force from time to time and to the standard of a reasonably prudent lender or equivalent credit and collection policy and servicing principles, the Issuer may, by not less than 15 Business Days' written notice (the date of such notice, the "**Servicer Default Notice Date**") to the Swap Counterparty designate a Cash Settlement Date as the Servicer Default Date in respect of the Transaction.

Reporting

The Swap Counterparty shall, not later than the third (3rd) Business Day immediately preceding each Cash Settlement Date, deliver to the Issuer a report (the "**Reference Portfolio Report**") disclosing in respect of the immediately preceding Calculation Period (and the Issuer shall, not later than the tenth (10th) calendar day following each Cash Settlement Date, make available on its website www.santanderdetitulizacion.com such Reference Portfolio Report):

- (a) the most recent Reference Register available at the end of such Calculation Period;
- (b) each Reference Entity and Reference Obligation in respect of which a Credit Event Notice has been delivered during the relevant Calculation Period;
- (c) each Reference Obligation that has become a Defaulted Reference Obligation during the relevant Calculation Period;
- (d) any Seller Payments calculated in respect of any Defaulted Reference Obligations during the relevant Calculation Period;
- (e) the Aggregate Seller Payment (if any) payable by the Issuer on the next Cash Settlement Date;
- (f) the Threshold Loss Allocation, the Tranche B Loss Allocation and the Tranche A Loss Allocation in respect of such Calculation Period;
- (g) the Threshold Amount, the Tranche B Amount, and the Tranche A Amount on the last day of such Calculation Period;
- (h) details of any Tranche A Amortisation Amount and Tranche B Amortisation Amount which may have been determined on the Amortisation Date immediately following the last day of the relevant Calculation Period;
- (i) details of any Subordination Event and any rating downgrade of the Deposit Bank below the Required Rating, in each case that occurred during the relevant Calculation Period;
- (j) details of the Risk Retention in respect of the Reference Portfolio; and
- (k) any other information as the Swap Counterparty deems appropriate.

Furthermore, the Swap Counterparty, in its capacity as originator for the purposes of the Securitisation Regulation, undertakes to provide to the Management Company the information required in order for it to comply with the transparency requirements set out in the Securitisation Regulation as well as any other disclosure obligations of the Management Company.

Tax Provisions

Issuer

If any payment obligation of the Issuer under the Credit Default Swap is subject to, or becomes subject to, any deduction or withholding for or on account of any Tax, the Issuer will not be obliged to and will not

gross up the relevant amount unless such Tax is an Indemnifiable Tax (as defined and further described in the Credit Default Swap), and the Swap Counterparty will receive such amount *less* the amount of any such deduction or withholding.

The Swap Counterparty may, however, in such circumstances elect to terminate the Credit Default Swap (as set out in more detail in the Credit Default Swap).

Swap Counterparty

If any payment obligation of the Swap Counterparty under the Credit Default Swap is subject to, or becomes subject to, any deduction or withholding for or on account of any Tax which is required by law, the Issuer may terminate the Credit Default Swap (as set out in more detail in the Credit Default Swap).

Tax Gross Up Event

If the Issuer is required to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of the Notes outstanding at such time (provided that Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a tax haven ("*paraíso fiscal*") for the purposes of Royal Decree 1080/1991, of 5 July (as amended from time to time); or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("**FATF**") shall not be taken into account for the purposes of the calculation of the 25% threshold) other than where any such deduction or withholding is required because of the failure of the relevant Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such such payments to be made free of such deduction or withholding (a "**Tax Gross Up Event**"), the Swap Counterparty may, in its sole and absolute discretion, elect to pay to the Issuer, in addition to the payment to which the Issuer is otherwise entitled under the Credit Default Swap, such additional amount as is necessary to ensure that the net amount actually received by the Noteholders will equal the full amount that the Noteholders would have received had no such deduction or withholding be required (a "**Tax Gross Up Amount**").

If the Swap Counterparty, having received not less than 15 days notice from the Paying Agent or any Noteholder that a Tax Gross Up Event has occurred or will occur, does not elect to pay a corresponding Tax Gross Up Amount, an Additional Termination Event will occur. The Early Termination Date shall be automatically designated on the date on which such Additional Termination Event occurs without any requirement for notice by either the Swap Counterparty or the Issuer.

Governing Law

The Credit Default Swap will be governed by, and shall be construed in accordance with, the laws of Ireland. Each of the Issuer and the Swap Counterparty submits to the jurisdiction of the Irish courts in connection with the Credit Default Swap.

ELIGIBILITY CRITERIA AND PORTFOLIO GUIDELINES

Part A – Eligibility Criteria

The following individual criteria, the Eligibility Criteria, shall be met in relation to each Reference Obligation as at the Relevant Date:

1. such Reference Obligation has been originated by Banco Santander, S.A. or one of its Affiliates other than Banco Popular S.A. or any direct or indirect subsidiary of Banco Popular Español, S.A;
2. the registered address of the Reference Entity for the Reference Obligation is in Spain;
3. the Reference Entity for the Reference Obligation is not part of the same corporate group as the Swap Counterparty;
4. the Swap Counterparty has certified that, as at the Relevant Date, the Reference Obligation or any related security is, subject to insolvency and other laws generally applicable to creditors' rights, valid, binding and enforceable in accordance with its terms and that the Relevant Lender has full recourse to the Reference Entity and, where applicable, any guarantor for all amounts due in respect of the Reference Obligation;
5. no Credit Event or default (within the meaning of Article 178(1) of CRR) shall have occurred and be continuing on the Relevant Date in respect of such Reference Obligation;
6. the Reference Obligation is not recorded in the Relevant Lender's systems (or those of its servicer) as a "non-performing" exposure (*riesgo dudoso*) for the purposes of Bank of Spain Circular 4/2017, of 27 November 2017;
7. no other obligation of the Reference Entity is recorded in the Relevant Lender's systems (or those of its servicer) as a "non-performing" exposure (*riesgo dudoso*) for the purposes of Bank of Spain Circular 4/2017, of 27 November 2017;
8. no payment under the Reference Obligation is 15 days or more past due;
9. the Swap Counterparty has certified that the Reference Entity:
 - (i) has not been declared insolvent or had a court grant its creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to its non-performing exposures with the Relevant Lender and/or the Swap Counterparty within three years of the Relevant Date;
 - (ii) was not, on the date of its inclusion in the Reference Portfolio and where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the Relevant Lender or the Swap Counterparty; and
 - (iii) does not have a credit assessment or credit score indicating that the risk of contractually agreed payments not being made is significantly higher, meaning that it is at least 30% higher, than for comparable exposures held by the Relevant Lender or the Swap Counterparty which do not form part of the Reference Portfolio
10. no Restructuring shall have previously occurred in respect of such Reference Obligation (whether or not such Restructuring was prior to the occurrence of a payment default);
11. the Reference Entity for the Reference Obligation is an enterprise (including self-employed persons);
12. if the Reference Obligation is a mortgage loan, the loan-to-value is less than 90%;

13. the outstanding principal balance of such Reference Obligation is not greater than EUR 18,000,000;
14. the interest rate applicable to such Reference Obligation is not 0%;
15. such Reference Obligation has defined periodic payment streams relating to rental, principal or interest payments , or any other right to receive income from the assets supporting such payments;
16. the Reference Entity has made at least one payment in respect of the Reference Obligation as of the Relevant Date;
17. such Reference Obligation is not an interest bullet loan;
18. such Reference Obligation has a PD lower than 3%;
19. the Reference Entity for the Reference Obligation has a PD lower than 3%;
20. such Reference Obligation was originated in the ordinary course of business of Banco Santander, S.A. or relevant Affiliate that originated the loan, as applicable, in accordance with the credit and collection policies applicable from time to time to Banco Santander, S.A. or relevant Affiliate that originated the loan, as applicable, and pursuant to underwriting standards that are not less stringent than those that such entity applies to origination of similar exposures that are not securitised and in a manner which meets the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU;
21. the scheduled maturity date of such Reference Obligation is not later than 8 February 2050;
22. such Reference Obligation is not a credit line;
23. such Reference Obligation is not a transferrable security, as defined in Article 4(1), point 44 of Directive 2014/65/EU or a securitisation position;
24. the Protected Reference Obligation Notional Amount of such Reference Obligation is 95% of the outstanding principal balance of the Reference Obligation to which the Relevant Lender is exposed;
25. such Reference Obligation is denominated in Euros;
26. such Reference Obligation is not a loan made to an individual other than a self-employed person who has made a borrowing under the relevant reference Obligation for the purposes of financing its business activity;
27. such Reference Obligation is not a syndicated loan;
28. such Reference Obligation relates to unsubordinated and non-contingent obligations against the relevant Reference Entity; and
29. such Reference Obligation is classified by the Swap Counterparty in its systems as SCAN "4. Seguimiento Ordinario (Ordinary)", "3. Seguimiento Proactivo – Mantener (Proactive – Maintain)", "3. Seguimiento Proactivo – Ajustar (Proactive – Rightsize)" or "3. Seguimiento Proactivo – Afianzar (Proactive – Secure)";

For the purpose of the Eligibility Criteria:

"PD" means, in respect to a Reference Obligation or a Reference Entity, the lower of the "*probability of default*" (within the meaning given to such term in Section 4.1(54) of the CRR) of the relevant Reference Entity and, in respect of the PD of a Reference Obligation, the probability of default of any protection provider in respect of such Reference Obligation.

Part B – Portfolio Guidelines

The Portfolio Guidelines are satisfied if each of the following criteria is fulfilled:

- (i) The Reference Portfolio Notional Amount does not exceed the Maximum Reference Portfolio Notional Amount.
- (ii) In respect of a Replenishment, the weighted average probability of default of all Reference Obligations which are the subject of the Replenishment occurring on that Replenishment Date is equal to or lower than 1 %.
- (iii) In respect of a Replenishment, the weighted average LGD of all Reference Obligations which are the subject of the Replenishment occurring on that Replenishment Date is equal or lower than 56%.
- (iv) The weighted average life of the Protected Reference Portfolio Notional Amount is equal or lower than 3.5 years.
- (v) The aggregate Reference Obligation Notional Amounts of all Reference Obligations in respect of the same Reference Entity Group (the "**Aggregate Notional Amount**") shall not:
 - (a) exceed 0.60% of the Reference Portfolio Notional Amount on the Relevant Date, where all the Reference Obligations in respect of such Reference Entity Group have a PD equal to or lower than 0.50%; or
 - (b) exceed 0.30% of the Reference Portfolio Notional Amount on the Relevant Date, where any of the Reference Obligations in respect of such Reference Entity Group has a PD greater than 0.50%.

and that the sum of the Reference Obligation Notional Amounts of all Reference Obligations of the fifteen Reference Entity Groups with the highest Aggregate Notional Amounts shall not exceed 10.00% of the Reference Portfolio Notional Amount on the Relevant Date.

"**Reference Entity Group**" means, in respect of any Reference Entity, such Reference Entity and any other entity forming a single affiliated group with such Reference Entity.

- (vi) The aggregate Reference Obligation Notional Amount of all Reference Obligations with the same 2009 CNAE Classification shall not exceed 20% of the Reference Portfolio Notional Amount on the Relevant Date.

"**2009 CNAE Classification**" means each of the second levels (or "divisions") set out in the statistical classification of economic activities in Spain (*Clasificación Nacional de Actividades Económicas 2009*) produced by the Spanish National Institute for Statistics (*Instituto Nacional de Estadística*) in accordance with the provisions in the Regulation E/C 1893/2006 of the European Parliament and of the Council and approved by Royal Decree 475/2007 of 13 April of 2007.

- (vii) The aggregate Reference Obligation Notional Amount of all Reference Obligations whose Reference Entity is a SME as defined in article 501 of CRR for the purposes of article 270 thereof (i.e., any enterprise (including self-employed persons) with an annual turnover not exceeding EUR 50 million) shall not be less than 70.00% of the Reference Portfolio Notional Amount on the Relevant Date.
- (viii) The aggregate Reference Obligation Notional Amounts of the Relevant Reference Obligations (i) whose Relevant Lender or servicer is the Swap Counterparty and (ii) which are classified by the Relevant Lender or its servicer as "3. Seguimiento Proactivo – Afianzar" is equal to or lower than 15% of the aggregate Reference Obligation Notional Amounts of all Relevant Reference Obligations.

For the purposes of these Portfolio Guidelines, "**Relevant Reference Obligations**" means, (i) in respect of the Trade Date, all Reference Obligations, and (ii) in respect of a Replenishment Date, those Reference Obligations that are the subject of that Replenishment.

REFERENCE REGISTER

The Swap Counterparty will maintain the Reference Register, which will contain information relating to, *inter alia*, the following:

- (i) the reference number of each Reference Obligation (including, for the avoidance of doubt, any Non-Worked Out Reference Obligations);
- (ii) the reference number of each Reference Entity (Reference Entity ID);
- (iii) the 2009 CNAE Classification (including both the code and the description) of each Reference Entity;
- (iv) the geographical region in which each Reference Entity is situated;
- (v) any group to which each Reference Entity belongs (Reference Entity Group ID);
- (vi) the details of each Reference Obligation (including the scheduled maturity date and, in the case of Reference Obligation secured by real estate, the loan to value ratio);
- (vii) the outstanding principal of each Reference Obligation;
- (viii) the Reference Obligation Notional Amount of each Reference Obligation under the heading "*RONA*";
- (ix) the Protected Reference Obligation Notional Amount of each Reference Obligation under the heading "*PRONA*";
- (x) with respect to each Reference Obligation, whether a Credit Event has occurred in relation to such Reference Obligations and the nature of such Credit Event;
- (xi) the Regulatory Capital LGD of each Reference Obligation;
- (xii) the date on which the Reference Obligation was originated;
- (xiii) the PD of each Reference Obligation;
- (xiv) the "probability of default" (within the meaning given to such term in Section 4.1(55) of the CRR) of the relevant Reference Entity of each Reference Obligation (disregarding, for the avoidance of doubt, the "probability of default" of any protection providers in respect of such Reference Obligation);
- (xv) whether the Relevant Lender in respect of a Reference Obligation is a Securitisation Issuer and, if so, the relevant Securitisation;
- (xvi) where the Relevant Lender or the servicer in respect of a Reference Obligation is the Swap Counterparty, whether it is classified in the systems of the Relevant Lender as "4. Seguimiento Ordinario (Ordinary)", "3. Seguimiento Proactivo – Mantener (Proactive – Maintain)", "3. Seguimiento Proactivo – Ajustar (Proactive – Rightsize)", "3. Seguimiento Proactivo – Afianzar (Proactive – Secure)", "3. Proactive – Política Suspensa (Proactive – Suspend)", "2. Seguimiento Intensivo – Reducir (Intensive – Reduce)", "2. Seguimiento Intensivo - Salir (Intensive – Exit)", "1. Seguimiento Especializado – Reducir Perdidas (Specialised – Reduce loss and delinquency)", "0. No Atender – Bloquear y Salir (Do not serve – Block and exit)" the original principal balance of the Reference Obligation;
- (xvii) the amortization type of each Reference Obligation;
- (xviii) the grace period end date (as applicable) for each Reference Obligation;
- (xix) the real estate type of the Reference Obligation;
- (xx) the amount (if any) in arrears for each Reference Obligation;

- (xxi) if the Reference Obligation is in arrears, the number of days in arrears; and
- (xxii) the segment (rating system) used in relation to each Reference Obligation.

THE DEPOSIT BANK AGREEMENT

The following description of the Deposit Bank Agreement consists of a summary of certain provisions of these agreements and is qualified by reference to the provisions thereof. The following summary does not purport to be complete and prospective investors must refer to the Deposit Bank Agreement for detailed information.

Deposit Bank Agreement

The Management Company, for and on behalf of the Issuer, and the Deposit Bank have entered into the Deposit Bank Agreement on the same day of execution of the Deed of Incorporation pursuant to which the Issuer Account has been opened.

The Deposit Bank Agreement provides that the following amounts shall be paid into the Issuer Account:

- (a) the Note's subscription proceeds and the disbursement of the Subordinated Loan;
- (b) all payments received by the Issuer from Swap Counterparty by virtue of the Credit Default Swap; and
- (c) if applicable, positive interest accruing on the balance of the Issuer Account from time to time.

The balance of the Issuer Account will not fall below zero (0) at any time.

The following amounts will be charged to the Issuer Account:

- (a) the amount of any payments to be made by the Issuer in accordance with the applicable Priorities of Payments; and
- (b) if applicable, the negative yield of the balance of the Issuer Account.

To the extent that Banco Santander, S.A. is the Deposit Bank, the balance of the Issuer Account will not accrue any interest (whether positive or negative).

The Issuer shall maintain the Issuer Account in Banco Santander, S.A.. so long as the long-term rating of the unsecured and unsubordinated debt (the "**Rating**") of Banco Santander, S.A. by any of Moody's, S&P and Fitch (the "**Rating Agencies**") is not below the Required Rating.

"**Required Rating**" means: (i) in respect to Banco Santander, S.A. a Rating of, at least, "BBB-/Baa3" (or equivalent) by any of the Rating Agencies and (ii) otherwise, a Rating of, at least, "A/A2" (or equivalent), by two Rating Agencies.

If the Rating of the Deposit Bank falls below the Required Rating, the Issuer shall, within sixty (60) calendar days, transfer the Issuer Account to a credit institution with the Required Rating, in which case the interest rate applicable to the Issuer Account will be that agreed between the Issuer and such credit institution.

Governing law

The Deposit Bank Agreement will be governed by Spanish law.

SUMMARY OF OTHER TRANSACTION DOCUMENTS

The following description of the Paying Agency Agreement, the Management, Placement and Subscription Agreement and the Subordinated Loan Agreement consists of a summary of certain provisions of these agreements and is qualified by reference to the provisions thereof. The following summary does not purport to be complete and prospective investors must refer to the Paying Agency Agreement, the Management, Placement and Subscription Agreement and the Subordinated Loan Agreement, as appropriate, for detailed information.

Paying Agency Agreement

The Management Company, for and on behalf of the Issuer, has entered into a paying agency agreement for the Notes with the Paying Agent on the same day of execution of the Deed of Incorporation, pursuant to which the Paying Agent assumes the role of paying agency of the Notes

The Paying Agent will receive a quarterly fee (the "**Paying Agent Fee**").

Management, Placement and Subscription Agreement

The Management Company, for and on behalf of the Issuer, has entered into a management, placement and subscription agreement with the Lead Manager and the Swap Counterparty (the "**Management, Placement and Subscription Agreement**") on the same day of execution of the Deed of Incorporation. By virtue of such agreement:

- (a) the Lead Manager has assumed the management of the operations regarding the design of the financial, timing and commercial conditions of the issue of Notes, as well as the coordination of relations with potential investors;
- (b) the Lead Manager has undertaken to promote the placement of the Notes amongst qualified investors (*inversores cualificados*), as defined in article 39 of RD 1310/2005 (or equivalent applicable legislation in the jurisdictions where the Notes are placed); and
- (c) the Swap Counterparty has undertaken to subscribe those Notes which the Lead Manager had not been able to place among qualified investors.

The Lead Manager will receive a fee on the Closing Date in the amount agreed between it and the Management Company (on behalf of the Issuer).

Subordinated Loan Agreement

The Management Company, for and on behalf of the Issuer, has entered into a subordinated loan agreement with the Subordinated Lender on the same day of execution of the Deed of Incorporation (the "**Subordinated Loan**"). The Subordinated Loan has been granted for a total amount of EUR one million (€ 1,000,000) and will be used to finance the expenses relating to the incorporation of the Issuer and the issue of the Notes.

The Subordinated Loan will be paid into the Issuer Account no later than noon on the Closing Date.

The Subordinated Loan will accrue nominal annual interest, payable on the first Note Payment Date (i.e., 20 September 2019), which will be equal to EURIBOR-3 months plus 65 basis points and will be paid on the first Note Payment Date only if the Issuer has sufficient Available Funds in accordance with the relevant Priorities of Payment. The interest accrued will be calculated on the basis of: (i) the days actually existing between the Closing Date and the first Note Payment Date and (ii) a three hundred and sixty (360) day year. In the event that the annual nominal interest of the Subordinated Loan is negative, such interest will be zero per cent (0 %).

The Subordinated Loan will be fully repaid on the first Note Payment Date, provided the Issuer has sufficient Available Funds, in accordance with the relevant Priorities of Payment.

The Subordinated Loan, due to its subordinated nature, will rank junior to some of the other creditors of the Issuer as provided for in the relevant Priorities of Payment.

Governing law

The Paying Agency Agreement, the Management, Placement and Subscription Agreement and the Subordinated Loan Agreement are governed by Spanish law.

USE OF PROCEEDS

The total net proceeds of the issue of the Notes will be EUR 342,000,000 (the "**Proceeds**").

No expenses related to the listing of, and permission to deal in, the Notes on the MARF will be deducted from the proceeds of the issue of the Notes. All such expenses will be funded by the Issuer exclusively from an advance under the Subordinated Loan on the Closing Date.

The Issuer will apply the Proceeds on the Closing Date to fund the deposit to be held by the Deposit Bank in accordance with the Deposit Bank Agreement.

ASESOR REGISTRADO (REGISTERED ADVISOR)

Santander de Titulización, Sociedad Gestora de Fondos de Titulización, S.A. (the "**Management Company**") is a company incorporated before the Notary of Madrid Mr. Francisco Mata Pallarés on 21 December 1992 and recorded in his notarial records under number 1310, registered with the Madrid Commercial Registry in Volume 4789, Sheet 75, Section 8, Page M-78658, Entry 1 and with the Registry of Registered Advisors pursuant to the Market Operating Instruction 4/2017 of 22 May (*Instrucción Operativa 4/2017 de 22 de mayo*).

The Management Company will be acting as the Issuer's Registered Advisor and, therefore, will assist the Issuer in order for the latter to be able to comply with the obligations and meet the responsibilities that it will be required to assume once the Notes are admitted on the MARF, acting as a specialised liaison between the Issuer and the market, and as a facilitator of the inclusion and conduct of the Issuer in the new trading system applicable to the Notes.

Thus, the Management Company will have to provide the MARF with the periodic reports it requires, and the MARF, in turn, may seek any information deemed necessary in connection with the Registered Advisor's role and its obligations as Registered Advisor. MARF may take any applicable measures in order to check the information provided.

For the purposes of the Notes being listed on MARF, the Issuer must at all times have a designated Registered Advisor properly registered with the "Registry of Registered Advisors of the Market" (*Registro de Asesores Registrados del MARF*).

The Management Company is the Registered Advisor of the Issuer for the purpose of assisting the Issuer in (i) the admission of the Notes issued; (ii) the compliance with any obligations or responsibilities corresponding to the Issuer as a result of its participation in the MARF; (iii) the preparation and submission of the financial and business information required by the market; and (iv) the review of the information to ensure it complies with applicable standards and regulations.

For these purposes, the Management Company:

- (a) has verified that the Issuer complies with the requirements of MARF's rules for the admission of the Notes to listing; and
- (b) has prepared the Information Memorandum, has reviewed all the information provided to MARF in connection with the request for admission of the Notes to listing on MARF and has verified that the information in this Information Memorandum complies with applicable laws and does not contain any omissions likely to mislead any potential investors.

Once the Notes are admitted to listing on MARF, the Management Company, as Registered Advisor of the Issuer, shall:

- (a) prepare the information to be submitted by the Issuer for submission to the MARF, periodically or on an *ad hoc* basis, and ensure that the contents thereof satisfy the requirements and time limits established by the applicable rules and regulations;
- (b) consider the factors that could affect the performance of the obligations assumed by the Issuer upon the Notes being admitted to listing on MARF and the best way to deal with circumstances to avoid a breach of those obligations;
- (c) manage, handle and respond to any queries or information requests by MARF regarding the situation of the Issuer, the evolution of its activity, the level of performance of its obligations and any other relevant market data; and
- (c) comply with any obligations imposed on it, in its capacity as Registered Advisor of the Issuer, by the relevant MARF's rules.

For such purposes, the Registered Advisor will take the following actions:

- (a) analyse the exceptional situations that may occur with regards to the evolution of the market price, trading volume and any other relevant circumstances in the trading of the Notes;
- (b) sign the statements that have been established generally in the rules and regulations as a consequence of the admission of the Notes on the MARF and in relation to the information required from companies listed on the MARF; and
- (c) forward to the MARF, as soon as possible, the communications received in response to queries and information requests that the latter may issue.

MARKET INFORMATION

Summary of Clearance and Settlement Procedures

Below is a brief summary of the Spanish clearance and settlement procedures applicable to book-entry securities such as the Notes.

The Spanish clearing, settlement and recording system of securities transactions has undergone a significant reform to align it with the EU practices and standards and prepare it for the implementation of future integration projects (the "**Reform**"). Following the Reform, which implementation was completed by 18 September 2017, the Spanish clearing, settlement and registry procedures of securities transactions allows the connection of the post-trading Spanish systems to the European system TARGET2 Securities.

The Reform has introduced three main changes that, in turn, involve a number of operating modifications. These changes include (i) a new recording system based on balances, (ii) the introduction of a central clearing counterparty (BME Clearing, S.A., "**BME Clearing**" or the "**CCP**"), and (iii) the integration of the current CADE (*Central de Anotaciones de Deuda Pública*) and SCLV (*Servicio de Compensación y Liquidación de Valores*) into a single platform managed by Iberclear which operates under the trade name of ARCO.

Iberclear and BME Clearing

Iberclear is the Spanish central securities depository in charge of both the register of securities held in book-entry form, and the settlement of all trades from the Spanish Stock Exchanges, Latibex (the Latin American stock exchange denominated in Euro), the Book-Entry Public Debt Market, the Alternative Stock Market (MAB), Alternative Fixed Income Market (MARF) and AIAF. To achieve this, Iberclear uses the technical platforms named ARCO.

Iberclear and BME Clearing are owned by *Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A.*, a holding company, which holds a 100% interest in each of the Spanish official secondary markets and settlement systems.

The securities recording system of Iberclear is a two tier registry: the keeping of the central record corresponds to Iberclear and the keeping of the detail records correspond to the participating entities (*entidades participantes*) in Iberclear.

Access to become a participating entity is restricted to (i) credit institutions, (ii) investment services companies which are authorised to render custody and administration of financial instruments, (iii) the Bank of Spain, (iv) the General Administration and the General Social Security Treasury, (v) other duly authorised central securities depositories and central clearing counterparties and (vi) other public institutions and private entities when expressly authorised to become a participating entity in central securities depositories.

The central registry managed by Iberclear reflects (i) one or several proprietary accounts which show the balances of the participating entities' proprietary accounts; (ii) one or several general third-party accounts that will show the overall balances that the participating entities hold for third parties; (iii) individual accounts opened in the name of the owner, either individual or legal person; and (iv) individual special accounts of financial intermediaries which use the optional procedure of settlement of orders. Each participating entity, in turn, maintains the detail records of the owners of the securities or the shares held in their general third-party accounts.

According to the above, Spanish law considers the owner of the securities to be:

- the participating entity appearing in the records of Iberclear as holding the relevant securities in its own name;
- the investor appearing in the records of the participating entity as holding the securities; or
- the investor appearing in the records of Iberclear as holding securities in a segregated individual account.

BME Clearing is the CCP in charge of the clearing of transactions closed on the Spanish Stock Exchanges. BME Clearing interposes itself on its own account as seller in every purchase and as buyer in every sale. It calculates the buy and sell positions vis-à-vis the participants designated in such buy or sell instructions. The CCP then generates and send to Iberclear the relevant settlement instructions.

The settlement and book-entry registration platform managed by Iberclear, which operates under the trade name of ARCO (for both equity securities and fixed-income securities as from September 2017), receives the settlement instructions from BME Clearing and forwards them to the relevant participating entities involved in each transaction. ARCO operates under a T+2 settlement standard, by which any transactions must be settled within two business days following the date on which the transaction was completed.

To evidence title to securities, at the owner's request the relevant participating entity must issue a legitimation certificate (*certificado de legitimación*). If the owner is a participating entity or a person holding securities in a segregated individual account, Iberclear is in charge of the issuance of the certificate regarding the securities held in their name.

Market Information in relation to the Notes

Iberclear Settlement of securities traded in MARF

Iberclear and the participating entities (*entidades participantes*) in Iberclear have the function of keeping the book-entry register of securities traded on MARF.

Transactions are settled on the stock-exchange business day agreed by participants at the moment of the trade.

Euroclear and Clearstream

Investors who do not have, directly or indirectly through their custodians, a participating account with Iberclear may hold their investment in the Notes through bridge accounts maintained by each of Euroclear Bank SA/NV and Clearstream Banking, S.A. with participating entities in Iberclear.

TERMS AND CONDITIONS OF THE NOTES

The following is a summary of the terms and conditions of the Notes in the form (subject to completion and amendment) in which they will be set out in the Deed of Incorporation of the Issuer (the "**Conditions**"). The statements in this section include summaries of, and are subject to, the detailed provisions of the Deed of Incorporation and the Credit Default Swap (provided that, pursuant to the Deed of Incorporation, the Deed of Incorporation must be always construed in light of the Credit Default Swap and, in the event of any inconsistency between the provisions of the Credit Default Swap and the provisions of the Deed of Incorporation, the provisions of the Credit Default Swap will prevail).

The Class A EUR 142,500,000 portfolio credit linked notes due 2052 (the "**Class A Notes**") and the Class B EUR 199,500,000 portfolio credit linked notes due 2052 (the "**Class B Notes**", and together with the Class A Notes, the "**Notes**") have been issued pursuant to the Deed of Incorporation of the Issuer to be dated on 26 June 2019 (the "**Incorporation Date**") (it being also the "**Trade Date**" of the Credit Default Swap) in accordance with Article 17 and related provisions of Law 5/2015.

Copies of the Credit Default Swap, the Deed of Incorporation and the other Transaction Documents are obtainable during normal business hours at the offices of the Management Company, being at the date hereof at Juan Ignacio Luca de Tena, 9-11, 28027 Madrid (Spain).

The issue of the Notes was authorised by resolution of the Board of Directors of the Management Company of the Issuer passed on 28 May 2019.

1. Definitions

In this section (*Terms and Conditions of the Notes*), the following defined terms have the meanings set out below:

"**Aggregate Seller Payment**" (*Importe de Pérdidas a Imputar a los Tramos Protegidos*) has the meaning given to it in the Credit Default Swap;

"**Available Funds**" (*Fondos Disponibles*) means, in respect to each Note Payment Date, any amounts standing to the credit of the Issuer Account;

"**Available Liquidation Funds**" (*Fondos Disponibles para Liquidación*) means any amounts standing to the credit of the Issuer Account;

"**Available Redemption Funds**" (*Cantidad Disponible para Amortización*) means, in respect of any Note Payment Date, an amount equal to the lower of:

- (i) the Protected Tranches Amortisation Amount; and
- (ii) the Available Funds;

in both cases determined in respect of such Note Payment Date;

"**Basic Terms Modification**" means any amendment or modification of any Transaction Document which would require a material amendment of the Deed of Incorporation, *provided that* "**material amendment of the Deed of Incorporation**" means any amendment to the Deed of Incorporation which is not regarded by the CNMV to amount to a non-material amendment (*modificación de escasa relevancia*) for the purposes of Article 24 of Law 5/2015, pursuant to which no amendment affecting the Notes or of the provisions dealing with the liquidation procedures of the Issuer or with the calculation and application of the Available Funds can be regarded as a non-material amendment (*modificación de escasa relevancia*);

"**Calculation Agent**" means Banco Santander, S.A. or such other entity or entities appointed from time to time as calculation agent subject to and in accordance with the terms of the Credit Default Swap;

"**Calculation Date**" (*Fecha de Cálculo*) means, in respect of each Cash Settlement Date, the Note Business Day falling five (5) Note Business Days prior to that Cash Settlement Date;

"Calculation Period" (*Periodo de Cálculo*) means, in respect of any Calculation Date, the period from (and including) the first date of the month in which the immediately preceding Calculation Date occurred (or, in the case of the first Calculation Date, the period from and including the Effective Date) to (but excluding) first date of the month in which such Calculation Date occurs;

"Clean-up Event" has the meaning given to it in the Credit Default Swap;

"Closing Date" (*Fecha de Desembolso*) means 28 June 2019 (it being also the **"Effective Date"**) of the Credit Default Swap);

"CNMV" means the Spanish Exchanges Commission (*Comisión Nacional del Mercado de Valores*);

"Conditions to Settlement" (*Requisitos de Pago*) has the meaning given to it in the Credit Default Swap;

"Credit Default Swap" (*Derivado Crediticio*) means the credit default swap dated on the Incorporation Date between the Management Company on behalf of the Issuer and the Swap Counterparty;

"Creditors" means:

- (a) any Tax Authorities;
- (b) the Noteholders;
- (c) the Swap Counterparty;
- (d) the Deposit Bank;
- (e) the Paying Agent;
- (f) the Subordinated Lender; and
- (g) any other creditors of the Issuer;

"Day Count Fraction" means actual/360;

"Deed of Incorporation" means the deed of incorporation executed by the Management Company and Banco Santander, S.A. on 26 June 2019 in connection with the incorporation of the Issuer;

"Deposit Bank" means Banco Santander, S.A., or such other entity or entities appointed from time to time as deposit bank subject to and in accordance with the terms of the Deposit Bank Agreement;

"Deposit Bank Agreement" (*Contrato de Apertura de la Cuenta de Tesorería*) means the deposit bank agreement dated on the Incorporation Date and made between the Management Company on behalf of the Issuer and the Deposit Bank, and includes such Deposit Bank Agreement as from time to time modified, supplemented or replaced in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so modified;

"Early Redemption Date" (*Fecha de Amortización Anticipada*) means:

- (i) in respect of an Early Redemption Event constituted by the occurrence of a Failure Date (*Fecha de Incumplimiento*), the third Business Day following such Failure Date; and
- (ii) otherwise, the Note Payment Date following the delivery of an Early Redemption Notice;

"Early Redemption Event" has the meaning given to it in paragraph 6(c) (*Mandatory Early Redemption*) (*Amortización Anticipada*) of the Notes following Early Redemption Events.

"Early Redemption Notice" has the meaning given to it in paragraph 6(d) (*Delivery of an Early Redemption Notice*) below;

"Early Termination Date" (*Fecha de Vencimiento Anticipado del CDS*) has the meaning given to it in the Credit Default Swap;

"EURIBOR" means the rate, as determined by the Calculation Agent, for deposits in Euro for a period equal to the relevant Note Interest Period which appears on the display page designated EURIBOR01 on Reuters (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying comparable rates) as of 11:00 a.m., (Brussels time), on the second TARGET Settlement Day before the first day of the relevant Note Interest Period (the **"Interest Determination Date"**), provided that if such rate does not appear on that page, the Calculation Agent will:

- (i) request the principal Euro-zone office of each of four major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in Euro are offered by it at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date to prime banks in the Euro-zone interbank market for a period equal to the relevant Note Interest Period and in an amount that is representative for a single transaction in that market at that time;
- (ii) determine the arithmetic mean (rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards) of such quotations; and
- (iii) if fewer than two such quotations are provided as requested, the EURIBOR applicable to the Notes during such Note Interest Period will be the EURIBOR rate last determined in relation to the Notes in respect of a preceding Note Interest Period.

"Extension Period" means the period (if any) from (and including) the Partial Redemption Date to (and including) the Termination Date;

"Extension Period Payment Date" has the meaning given to it in paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below;

"Extension Period Redemption Amount" has the meaning given to it in paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below;

"Failure Date" means:

- (i) the day falling 60 calendar days after the date on which the Deposit Bank ceased to satisfy the Required Rating without it having been replaced by a new Deposit Bank which has the Required Rating (but only to the extent that the affected Deposit Bank is the Swap Counterparty or any other bank which is part of the consolidated group of Banco Santander S.A.; or
- (ii) the day falling fifteen calendar days after any Cash Settlement Date on which the Issuer has failed to pay in full any amounts payable to the holders of the Notes on such Cash Settlement Date without such failure to pay having been fully remedied on or before such day;

"Final Redemption Date" means the earlier of:

- (a) the Note Payment Date upon which the Notes have been redeemed in full;
- (b) the Legal Redemption Date;

"Final Verification Date" (*Fecha de Verificación Final*) means the Note Payment Date which occurs on or following the first date on which all Non-Worked Out Obligations have become either (i) Verified Reference Obligations or (ii) Reference Obligations in respect of which it is no longer possible for the Conditions to Settlement to be satisfied;

"Financial Statements" means the audited financial statements of the Issuer;

"**Iberclear**" has the meaning given to it in paragraph 2(c) (*Registration, clearing and settlement*) below;

"**Iberclear Members**" has the meaning given to it in paragraph 2(d) (*Title and transfer*) below;

"**Independent Accountants**" (*Audidores Independientes*) has the meaning given to it in the Credit Default Swap;

"**Initial Credit Protection Amount**" (*Importe Inicial de Pérdidas*) has the meaning given to it in the Credit Default Swap;

"**Initial Note Extension Amount**" has the meaning given to it in paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below;

"**Initial Principal Balance**" means: (i) in respect of the Class A Notes: EUR 142,500,000, and (ii) in respect of the Class B Notes: EUR 199,500,000;

"**Initial Termination Date**" (*Fecha de Vencimiento Inicial del CDS*) has the meaning given to it in the Credit Default Swap;

"**Interest Amount**" has the meaning given to it in paragraph 5(c) (*Interest - Calculation of Interest Amount*) below;

"**Interest Rate**" (*Tipo de Interés*) means with respect to each Class of Notes:

- (a) in respect of each Note Payment Date occurring prior to or on the Initial Termination Date: the sum of the EURIBOR rate with a designated maturity of three months and the Spread applicable to each Class of Notes; and
- (b) in respect of each Note Payment Date other than the first Note Payment Date occurring after the Initial Termination Date: the EURIBOR rate with a designated maturity of three months,

provided that:

- (i) if the Initial Termination Date occurs on a date that is not a Note Payment Date, the Interest Rate for the first Note Payment Date falling after the Initial Termination Date shall be a percentage equal to the sum of: (i) the EURIBOR rate and (ii) the product of:
 - (1) the Spread applicable to each Class of Notes; and
 - (2) the number of days from (and including) the previous Note Payment Date to (and including) the Initial Termination Date *divided by* the number of days in the Note Interest Period ending on that Note Payment Date;
- (ii) if and for so long as the Swap Counterparty is the Deposit Bank, EURIBOR rate shall be floored at zero (0); and
- (iii) if the amount of the Interest Rate calculated as per the above provisions is negative, then the Interest Rate shall be deemed to be zero (0).

"**Investors Report**" (*Informe de la Fecha de Amortización*) means the duly completed quarterly investor report to be prepared by the Management Company setting out details of, amongst other things, payments of interest and payments of principal on the Notes;

"**Issuer**" means Fondo de Titulización PYMES MAGDALENA 3;

"**Issuer Account**" (*Cuenta de Tesorería*) means the account of the Issuer opened by the Issuer pursuant to the Deposit Bank Agreement;

- (d) "**Issuer Liquidation Date**" means the date on which the Issuer is liquidated and the Notes are redeemed prior to their scheduled maturity, upon the occurrence of the Management Company's insolvency where it has not been duly replaced within a period of 4 months;

"Issuer Operating Expenses" (*Gastos del Fondo*) means any fees, expenses, or costs (including value added tax and including amounts by way of indemnity) which are incurred and payable by the Issuer (together with any Taxes in respect of those fees, expenses or costs);

"Last Replenishment Date" (*Última Fecha de Recarga*) has the meaning given to it in the Credit Default Swap;

"Lead Manager" (*Entidad Directora*) means Banco Santander, S.A.;

"Legal Redemption Date" (*Fecha de Vencimiento Legal*) means 20 March 2052;

"Letter Agreement" (*Carta de los Auditores*) has the meaning given to it in the Credit Default Swap;

"Liquidation Priority of Payments" (*Orden de Prelación de Pagos de Liquidación*) means payments in the following order of priority:

- (a) *First*, in or toward payment of Taxes payable by the Issuer;
- (b) *Secondly*, in or towards payment *pari passu* and rateably of all Issuer Operating Expenses;
- (c) *Thirdly*, in or towards payment of all amounts then due and unpaid to the Swap Counterparty under the terms of the Credit Default Swap;
- (d) *Fourthly*, in or towards payment *pari passu* and rateably of all interest then due and unpaid in respect of the Class A Notes;
- (e) *Fifthly*, in or towards payment *pari passu* and rateably of any principal amounts due to be paid in respect of redemption of the Class A Notes on such Note Payment Date;
- (f) *Sixthly*, in or towards payment *pari passu* and rateably of all interest then due and unpaid in respect of the Class B Notes;
- (g) *Seventhly*, in or towards payment *pari passu* and rateably of any principal amounts due to be paid in respect of redemption of the Class B Notes on such Note Payment Date;
- (h) *Eighthly*, in or toward payments of all interest amounts then due and unpaid to the Subordinated Lender under the terms of the Subordinated Loan Agreement;
- (i) *Ninthly*, in or toward payments of all principal amounts then due and unpaid to the Subordinated Lender under the terms of the Subordinated Loan; and
- (j) *Tenthly*, in or toward payments of the Financial Intermediation Fee (if any);

"Management Company" (*Sociedad Gestora*) means Santander Titulización, S.G.F.T, S.A or any other duly licensed management company (*sociedad gestora de fondos de titulización*) which may replace it in the future;

"MARF" means the Spanish multilateral trading facility "*Mercado Alternativo de Renta Fija*" (Alternative Fixed-Income Market):

"Non-Worked Out Reference Obligation" (*Derecho de Crédito Pendiente de Liquidación*) has the meaning given to it in the Credit Default Swap;

"Note Business Day" (*Día Hábil*) means any TARGET2 Settlement Day on which commercial banks and foreign exchange markets settle payments and are open for general business in Madrid (including dealings in foreign exchange and foreign currency deposits);

"Note Interest Period" (*Periodo de Devengo de Interés*) means each period from (and including) a Note Payment Date to (but excluding) the next following Note Payment Date, *provided that*: (i) the initial Note Interest Period will commence on (and include) the Closing Date; and (ii) the final

Note Interest Period will end on (but exclude) the Note Payment Date on which the Notes are finally redeemed in full and no further amounts are due or payable on the Notes;

"Note Payment Date" (*Fecha de Amortización*) means each of 20 of March, June, September and December in each year commencing on 20 September 2019 and ending on the Final Redemption Date, *provided that*, if any such date is not a Note Business Day, the Note Payment Date shall fall on the next Note Business Day;

"Note Principal Payment" has the meaning given to it in paragraph 6(h) (*Note Principal Payment*) below;

"Noteholder" means the person in whose name any Note is for the time being registered in the Spanish Central Registry operated by Iberclear or, as the case may be, the relevant Iberclear Member accounting book as further described in paragraph 2(d) (*Title and Transfer*) below;

"Optional Termination Date" (*Fecha de Vencimiento Opcional del CDS*) has the meaning given to it in the Credit Default Swap;

"Ordinary Priority of Payments" (*Orden de Prelación de Pagos Ordinario*) means payments in the following order of priority:

- (a) *First*, in or toward payment of Taxes payable by the Issuer;
- (b) *Secondly*, in or towards payment *pari passu* and rateably of all Issuer Operating Expenses;
- (c) *Thirdly*, in or towards payment of all amounts then due and unpaid to the Swap Counterparty under the terms of the Credit Default Swap;
- (d) *Fourthly*, in or towards payment *pari passu* and rateably of all interest then due and unpaid in respect of the Class A Notes;
- (e) *Fifthly*, in or towards payment *pari passu* and rateably of any principal amounts due to be paid in respect of redemption of the Notes on such Note Payment Date up to the relevant Available Redemption Funds, **provided that** after the occurrence of any Subordination Event, the Available Redemption Funds will be applied first to the redemption in full of the Class A Notes and, only after full redemption of the Class A Notes, to the redemption of the Class B Notes;
- (f) *Sixthly*, in or towards payment *pari passu* and rateably of all interest then due and unpaid in respect of the Class B Notes;
- (g) *Seventhly*, in or toward payments of all interest amounts then due and unpaid to the Subordinated Lender under the terms of the Subordinated Loan;
- (h) *Eighthly*, in or toward payments of all principal amounts then due and unpaid to the Subordinated Lender under the terms of the Subordinated Loan; and
- (i) *Ninthly*, in or toward payments of the Financial Intermediation Fee (if any);

"Partial Redemption Date" has the meaning given to it in paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below;

"Paying Agent" (*Agente de Pago*) means Banco Santander, S.A., or such other entity or entities as may replace it in the future;

"Paying Agency Agreement" (*Contrato de Agencia de Pago*) means the paying agency agreement dated on the Incorporation Date and made between the Management Company on behalf of the Issuer and the Paying Agent, and includes such Paying Agency Agreement as from time to time modified, supplemented or replaced in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so modified;

"Portfolio Amortisation Amount" means:

- (i) in respect of each Amortisation Date falling on or prior to the Last Replenishment Date, an amount specified by the Swap Counterparty in its discretion, *provided that* such amount shall not exceed the amount by which the Maximum Reference Portfolio Notional Amount exceeds the Reference Portfolio Notional Amount, excluding the Reference Obligation Notional Amounts of all Non-Worked Out Reference Obligations; and
- (ii) in respect of each Amortisation Date falling after the Last Replenishment Date, an amount equal to the sum of all Reductions/Removals which occurred during the Calculation Period falling immediately prior to such Amortisation Date;

"Prescription Relevant Date" has the meaning given to it in paragraph 9(b) (*Prescription Relevant Date*) below;

"Principal Balance" (*Saldo de Principal Pendiente de los Bonos*) of any Class of Notes means, at any time on any date, an amount equal to:

- (i) the Initial Principal Balance of that Class of Notes;
minus
- (ii) the aggregate of any amounts actually paid to the relevant Noteholders in redemption of that Class of Notes at that time;
minus
- (iii) the aggregate amount of positive Aggregate Seller Payments (if any) that have been applied to reduce the Principal Balance of that Class of Notes pursuant to Clause 9.9.3.(c) of the Deed of Incorporation (as further described in paragraph 6(g) below (*Reduction and Reinstatement of the Principal Balance of the Notes*));
plus
- (iv) the aggregate amount of the absolute value of negative Aggregate Seller Payments (if any) that have been applied to reinstate the Principal Balance of that Class of Notes pursuant to Clause 9.9.5 of the Deed of Incorporation (as further described in paragraph 6(g) (*Reduction and Reinstatement of the Principal Balance of the Notes*)),

provided that the Principal Balance of any Class of Notes may not be less than zero;

"Priority of Payments" (*Orden de Prelación de Pagos*) means, as applicable, the Ordinary Priority of Payments and/or the Liquidation Priority of Payments;

"Protected Reference Obligation Notional Amount" (*Importe Nocial Protegido*) has the meaning given to it in the Credit Default Swap;

"Protected Tranches Amortisation Amount" (*Importe para Amortización de los Tramos Protegidos*) has the meaning given to it in the Credit Default Swap;

"Reference Obligation" (*Derecho de Crédito de Referencia*) has the meaning given to it in the Credit Default Swap;

"Reference Portfolio Report" (*Informe de la Cartera de Referencia*) has the meaning given to it in the Credit Default Swap;

"Regulatory Event" (*Evento Regulatorio*) has the meaning given to it in the Credit Default Swap;

"Scheduled Termination Date" (*Fecha de Vencimiento Prevista del CDS*) means the Note Payment Date scheduled to fall on 20 March 2050;

"Spanish Central Registry" has the meaning given to it in paragraph 2(c) (*Registration, clearing and settlement*) below;

"**Spread**" means, in relation to the Class A Notes, 1.16% and, in relation to the Class B Notes, 8.00%;

"**Subordinated Lender**" means Banco Santander, S.A. in its capacity as subordinated lender under the Subordinated Loan Agreement;

"**Subordinated Loan Agreement**" means the subordinated loan agreement dated on the Incorporation Date between the Management Company on behalf of the Issuer and the Subordinated Lender;

"**Swap Counterparty**" (*Contraparte*) means Banco Santander, S.A. in its capacity as counterparty to the Credit Default Swap;

"**TARGET2 Settlement Day**" (*Día Target2*) means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) payment system is open for the settlement of payments in Euro;

"**Tax**" means any present or future tax, levy, impost, duty or other charge or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of a Tax Authority and "**Taxes**", "**taxation**", "**taxable**" and comparable expressions shall be construed accordingly;

"**Tax Authority**" means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world;

"**Tax Gross Up Event**" means the fact that the Issuer is required at any time to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of the Notes outstanding at such time other than where any such deduction or withholding is required because of the failure of the relevant Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such payments to be made free of such deduction or withholding, provided that Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a tax haven ("*paraíso fiscal*") for the purposes of Royal Decree 1080/1991, of 5 July (as amended from time to time); or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("**FATF**") shall not be taken into account for the purposes of the calculation of such 25% threshold;

"**Termination Date**" (*Fecha de Vencimiento Definitiva del CDS*) has the meaning given to it in the Credit Default Swap;

"**Transaction Documents**" means the Deed of Incorporation, the Paying Agency Agreement, the Deposit Bank Agreement, the Credit Default Swap, the Management, Placement and Subscription Agreement and the Subordinated Loan Agreement;

"**Transaction Parties**" means the Issuer, the Arranger and Lead Manager, the Paying Agent, the Swap Counterparty, the Deposit Bank, the Management Company, the Subordinated Lender and the Calculation Agent, each a "**Transaction Party**" or any person affiliated with them;

"**Threshold Amount**" (*Importe Vivo del Tramo de Primera Pérdida*) has the meaning given to it in the Credit Default Swap;

"**Verified Reference Obligations**" (*Derechos de Crédito Verificados*) has the meaning given to it in the Credit Default Swap;

2. **Form, Denomination and Title**

(a) ***Form and denomination***

The Notes have been issued in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) in euro in an aggregate nominal amount of €342,000,000. The denomination of each Note is equal to €100,000 (referred to as the "**principal amount**" of a Note).

(b) ***Application for listing on MARF***

Application shall be made to list the Notes on the MARF by the Management Company on behalf of the Issuer prior to the Closing Date.

(c) ***Registration, clearing and settlement***

The Notes have been registered with the *Spanish Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal* ("**Iberclear**") as the operator of the central registry of the Spanish clearance and settlement system (the "**Spanish Central Registry**").

Holders of a beneficial interest in the Notes who do not have, directly or indirectly through their custodians, a participating account with Iberclear may participate in the Notes through bridge accounts maintained by each of Euroclear and Clearstream, Luxembourg with Iberclear. Iberclear operates the settlement and clearing of the Notes, notwithstanding the Issuer's commitment to assist, when appropriate, on the clearing and settlement of the Notes through Euroclear and Clearstream, Luxembourg.

The Spanish National Numbering Agency (*Agencia Nacional de Codificación de Valores Mobiliarios*) has assigned the following ISINs to identify each Class of Notes: (i) Class A Notes: ES0305424006, and (II) Class B Notes: ES0305424014.

(d) ***Title and transfer***

Title to the Notes is evidenced by book entries, and each person shown in the Spanish Central Registry maintained by Iberclear and in the registries maintained by the respective members (*entidades participantes*) of Iberclear (the "**Iberclear Members**") as being a holder of the Notes shall be (except as otherwise required by Spanish law) deemed to be the holder of the principal amount of the Notes recorded therein.

In this section, "**Noteholder**" means the person in whose name such Note is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book.

The Notes are issued without any restrictions on their transferability. Consequently, the Notes may be transferred and title to the Notes may pass (subject to Spanish law and to compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Member) upon registration in the relevant registry of each Iberclear Member and/or Iberclear itself, as applicable.

3. **Status and Ranking of the Notes**

(a) ***Status***

The Notes constitute direct obligations of the Issuer. The Notes in each Class rank *pari passu* without preference or priority amongst themselves.

Payment of principal to the Noteholders of Class B is always subordinated to payments of principal and interest to the Noteholders of Class A.

Following the occurrence of a Subordination Event, payment of principal to the Noteholders of Class B will be subordinated to payments of principal and interest to the Noteholders of Class A.

(b) ***Priority of Payments***

Amounts payable to the Noteholders and the other Creditors will be applied in accordance with the applicable Priority of Payments.

4. **Issuer Covenants Financial Statements and Investor Reports**

The Issuer has undertaken under the terms of the Deed of Incorporation to make available to the Noteholders its Financial Statements by means of their publication in the website of the Management Company (www.santanderdetitulizacion.com).

The Issuer has also undertaken under the terms of the Deed of Incorporation to make available to the Noteholders the Investors Report in respect of each Note Payment Date at least ten (10) days following each Note Payment Date in accordance with paragraph 11 (*Notices to Noteholders*) below.

5. **Interest**

(a) ***Period of Accrual***

Each Note bears interest on its Principal Balance at the Interest Rate from (and including) the Closing Date until the Final Redemption Date.

(b) ***Note Payment Dates and Note Interest Periods***

Interest on the Notes is payable quarterly in arrear on each Note Payment Date in respect of the Note Interest Period ending immediately prior thereto. The first payment of interest will be made on 20 September 2019.

(c) ***Calculation of Interest Amount***

In respect of each Note Interest Period and in respect of each Class of Notes shall be an amount (the "**Interest Amount**") equal to the product of: (i) the aggregate Principal Balance of the relevant Class of Notes on the first day of the Note Interest Period ending on (but excluding) that Note Payment Date, (ii) the Interest Rate for the relevant Class of Notes and (iii) the Day Count Fraction.

(d) ***Notification of Interest Amount***

The Management Company will, at least one Note Business Day prior to each Note Payment Date in relation to each Note Interest Period, notify to the Noteholders in accordance with paragraph 11 (*Notices to Noteholders*) below the Interest Amount payable in respect of each Class of Notes for such Note Interest Period.

6. **Redemption, Reduction, Reinstatement and Cancellation**

(a) ***Final Redemption of the Notes on the Legal Redemption Date***

Unless previously redeemed in full and cancelled, the Issuer shall redeem the Notes of both Classes at their then aggregate Principal Balance at that time on the Legal Redemption Date in accordance with the Liquidation Priority of Payments.

(b) ***Amortised Redemption***

If the Swap Counterparty designates a Portfolio Amortisation Amount (*Importe para Amortización de la Cartera*) on any Calculation Date prior to the Last Replenishment Date, then the Issuer shall, on the immediately following Note Payment Date, apply an amount equal to the aggregate of the relevant Available Redemption Funds determined in respect of such Note Payment Date in or towards redemption of the Notes.

On each Note Payment Date following the Last Replenishment Date, the Issuer shall apply an amount equal to the Available Redemption Funds determined in respect of such Note Payment Date in or towards redemption of the Notes, **provided that** any such amounts shall be applied:

- (i) on any Note Payment Date prior to the occurrence of any Subordination Event, toward *pari passu* redemption of the Notes of both Classes on a *pro rata* basis; and

- (ii) on any Note Payment Date following the occurrence of any Subordination Event, first to the redemption in full of the Class A Notes and, only after full redemption of the Class A Notes, to the redemption of the Class B Notes (regardless of whether the circumstances which caused that Subordination Event to occur are still subsisting on such Note Payment Date).

(c) ***Mandatory Early Redemption (Amortización Anticipada) of the Notes following Early Redemption Events***

If an Early Redemption Event occurs prior to the Legal Redemption Date, the Issuer shall redeem, subject to paragraph 6(g) (*Reduction and Reinstatement of the Principal Balance of the Notes*) below, the Notes at their then aggregate Principal Balance at that time on the Early Redemption Date.

Each and any of the following events shall be treated as an "**Early Redemption Event**":

- (i) the designation of an Early Termination Date in respect of the Credit Default Swap by either the Issuer or the Swap Counterparty;
- (ii) the designation by the Swap Counterparty of an Optional Termination Date in respect of the Credit Default Swap by reason of a Regulatory Event or a Clean-up Event or on, or at any time following, the First Optional Termination Date (*provided that an Initial Termination Date or the Final Exhaustion Date has not already occurred*);
- (iii) the occurrence of the Scheduled Termination Date;
- (iv) the occurrence of the Failure Date;
- (v) the designation of the Servicer Default Date;
- (vi) the occurrence of the Issuer Liquidation Date; or
- (vii) an agreement is reached by the Management Company, the Swap Counterparty, all of the Noteholders and any contractual Creditors of the Issuer for the Issuer being liquidated and the Notes being early redeemed.

(d) ***Delivery of an Early Redemption Notice***

If an Early Redemption Event occurs, the Issuer shall give notice (the "**Early Redemption Notice**") of such early redemption to Noteholders in accordance with paragraph 11 (*Notices to Noteholders*) below and the Paying Agent as soon as practicable after the Management Company becomes aware of such occurrence.

(e) ***Consequences of Notes becoming Due and Payable and Delivery of Early Redemption Notice***

Upon the delivery of an Early Redemption Notice, all of the Notes then outstanding shall, subject to paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below become due and repayable on the Early Redemption Date at their then Principal Balance.

(f) ***Redemption of the Notes during the Extension Period***

- (i) If an Early Redemption Event (other than the occurrence of the Servicer Default Date or the Issuer Liquidation Date) occurs prior to the Legal Redemption Date, and on the date of such occurrence, there are one or more Non-Worked Out Reference Obligations, then the Issuer shall, on the immediately following Note Payment Date (the "**Partial Redemption Date**") apply an amount equal to the Available Funds on such Note Payment Date remaining after application thereof in, or towards, payments of items 1st to 4th of the Ordinary Priority of Payments in, or towards, redemption of the Notes in an amount equal to their then Principal Balance (following any reduction or reinstatement of the Principal Balance of the

Notes on that Note Payment Date in accordance with paragraph 6(g) below (*Reduction and Reinstatement of the Principal Balance of the Notes*) less the Initial Note Extension Amount;

- (ii) a portion of the Notes (the "**Initial Note Extension Amount**") shall remain outstanding in respect of all such Non-Worked Out Reference Obligations pending the Final Verification Date;
- (iii) the Initial Note Extension Amount on the Partial Redemption Date shall be equal to the excess (if any) of the aggregate Protected Reference Obligation Notional Amounts of such Non-Worked Out Reference Obligations over the Threshold Amount as of the Partial Redemption Date;
- (iv) on each Note Payment Date following the Partial Redemption Date (each, an "**Extension Period Payment Date**"), the Issuer shall redeem the Notes in part, subject to the applicable Priority of Payments, at their Extension Period Redemption Amount at that time, where "**Extension Period Redemption Amount**" means, in respect of an Extension Period Payment Date, an amount equal to the Available Redemption Funds calculated in respect of such Extension Period Payment Date (that are conceptually equal to:
 - (A) the Principal Balance of the Notes, as of such Extension Period Payment Date, following any reduction or reinstatement of the Principal Balance of the Notes on that Note Payment Date in accordance with paragraph 6(g) below (*Reduction and Reinstatement of the Principal Balance of the Notes*);
less
 - (B) the excess of (i) the aggregate Protected Reference Obligation Notional Amounts of the Non-Worked Out Reference Obligations which have not become Verified Reference Obligations within the Calculation Period preceding such Extension Period Payment Date over (ii) the Threshold Amount as of such Extension Period Payment Date);
- (v) the Initial Note Extension Amount and each Extension Period Redemption Amount shall be calculated by the Management Company (by reference to calculations provided to it for this purpose by the Calculation Agent) as of (and as soon as practicable following) the occurrence of the relevant Early Redemption Event and thereafter on each Calculation Date during the Extension Period which immediately precedes an Extension Period Payment Date;
- (vi) where the Partial Redemption Date occurs prior to the Initial Termination Date, any Notes remaining outstanding during the Extension Period shall continue to bear interest on the then Principal Balance of such Notes until the Initial Termination Date in accordance with paragraph 5 (*Interest*) above.

(g) ***Reduction and Reinstatement of the Principal Balance of the Notes***

On each Note Payment Date, the Principal Balance of the Notes shall be reduced by an amount equal to the positive Aggregate Seller Payment (if any) determined by the Management Company on behalf of the Issuer in respect of that Note Payment Date, **provided that:**

- (i) the Principal Balance of any Class of Notes shall not be reduced below zero; and
- (ii) the relevant positive Aggregate Seller Payment shall be applied first to the reduction of the Principal Balance of the Class B Notes and, only once the Principal Balance of the Class B Notes has been reduced to zero (0), to the reduction of the Principal Balance of the Class A Notes.

If, in respect of any Note Payment Date, a negative Aggregate Seller Payment is determined by the Management Company on behalf of the Issuer, then, on that Note Payment Date, an amount equal to the absolute value of such Aggregate Seller Payment shall be applied to reinstate the Principal Balance of the Notes, provided that:

- (i) any such amounts shall only be applied to reinstate the Principal Balance of the Notes of those Classes which have been previously reduced pursuant to the above paragraph;
- (ii) the Principal Balance of the Notes of any such Class resulting from such reinstatement cannot exceed neither the aggregate amount of the relevant prior reductions nor the Initial Principal Balance of the Notes of that Class; and
- (iii) in the event that the Principal Balance of both Classes of Notes has been subject to one or more prior reductions (and therefore, the Principal Balance of the Notes of the Class B Notes is zero), then any such amounts shall be applied first to the reinstatement of the Principal Balance of the Class A Notes and, only once the Principal Balance of the Class A Notes has been fully reinstated (up to the aggregate amount of any prior reductions thereof), to the reinstatement of the Principal Balance of the Class B Notes.

(h) ***Note Principal Payment***

The principal amount (the "**Note Principal Payment**") which is required to be repaid in respect of each Note on any Note Payment Date shall be that Note's *pro rata* share of the aggregate amount required to be applied in redemption of the Notes on such Note Payment Date, *provided that* no Note Principal Payment may exceed the Principal Balance of the related Note.

(i) ***Calculation of Note Principal Payments and Principal Balance***

On each Calculation Date, the Management Company on behalf of the Issuer shall determine:

- (i) if there is to be a redemption (in whole or in part) of the Notes pursuant to this paragraph 6 (*Redemption, Reduction, Reinstatement and Cancellation*), the amount of any Note Principal Payment due in respect of each Note on the Note Payment Date immediately following such Calculation Date;
- (ii) the Principal Balance of each Note on such Note Payment Date (after deducting any Note Principal Payment to be paid on that Note Payment Date).

The Management Company will notify each determination of a Note Principal Payment and Principal Balance to the Paying Agent and the MARF, by no later than the day which is one (1) Note Business Day prior to the Note Payment Date immediately following the Calculation Date on which such calculations are made.

7. Payments

(a) ***Payments of Interest and Principal***

Payments of principal and interest in respect of the Notes will be made by transfer to the registered account of the relevant Noteholder maintained by or on behalf of it with a bank that processes payments in a city in which banks have access to the TARGET 2 system, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Member at close of business on the day immediately preceding the date on which the payment of principal or interest, as the case may be, falls due. Noteholders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Member to receive payments under the relevant Notes. The Issuer and the Paying Agent will have no responsibility or liability for the records relating to payments made in respect of the Notes.

(b) ***Payments Subject to Fiscal Laws***

Payment of principal and interest in respect of the Notes are subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment and to the provisions of the Paying Agency Agreement and the other Transaction Documents.

(c) ***No default interest***

Any amounts due and payable by the Issuer in respect of any Note Payment Date which are not paid by the Issuer by reason of the insufficiency of Available Funds for those purposes shall be paid by the Issuer in the following Note Payment Date, subject to the Priority of Payments and the availability of Available Funds for such payment, *provided that* no default interest shall be paid by the Issuer on any such unpaid amounts.

8. Taxation

(a) ***Payments Free of Tax***

Subject to paragraph 8(d) (*Tax Gross Up*), all payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of any present or future Taxes unless the Issuer is required by applicable law to make any payment in respect of the Notes subject to any such withholding or deduction. In that event, the Issuer shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted.

(b) ***No Payment of Additional Amounts***

Subject to paragraph 8(d) (*Tax Gross Up*), the Issuer will **not** be obliged to make any additional payments to holders of Notes in respect of such withholding or deduction as is referred to in paragraph 8(a) (*Taxation - Payments Free of Tax*).

(c) ***Tax Deduction Not Note Event of Default***

Subject to paragraph 8(d) (*Tax Gross Up*), if the Issuer is required to make a withholding or deduction as is referred to in paragraph 8(a) (*Taxation - Payments Free of Tax*), this shall not constitute an Early Redemption Event.

(d) ***Tax Gross Up***

If the Issuer is required at any time to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of the Notes outstanding at such time (*provided that* Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a tax haven ("*paraíso fiscal*") for the purposes of Royal Decree 1080/1991, of 5 July (as amended from time to time); or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("**FATF**") shall not be taken into account for the purposes of the calculation of such 25% threshold) other than where any such deduction or withholding is required because of the failure of the relevant Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such payments to be made free of such deduction or withholding (a "**Tax Gross Up Event**"), the Swap Counterparty may, in its sole and absolute discretion, elect to pay to the Issuer, in addition to the payment to which the Issuer is otherwise entitled under the Credit Default Swap, such additional amount as is necessary to ensure that the net amount actually received by the Noteholders will equal the full amount that the Noteholders would have received had no such deduction or withholding be required (a "**Tax Gross Up Amount**").

If the Swap Counterparty, having received not less than 15 days notice from the Paying Agent or any Noteholder that a Tax Gross Up Event has occurred or will occur, does not elect to pay a corresponding Tax Gross Up Amount, an Additional Termination Event will occur. The Early Termination Date of the Credit Default Swap shall be automatically

designated on the date on which such Additional Termination Event occurs without any requirement for notice by either the Swap Counterparty or the Issuer.

9. Prescription

(a) *Principal*

Claims for payment in respect of principal and interest shall be prescribed and become void unless made within five (5) years from the appropriate Prescription Relevant Date in respect of such payment and thereafter any principal interest or other sums payable in respect of such Notes shall be forfeited and revert to the Issuer.

(b) *Prescription Relevant Date*

"**Prescription Relevant Date**" means the date on which such payment first becomes due.

10. Modification

(a) *Modification*

The Management Company on behalf of the Issuer may agree, without the consent or sanction of the Noteholders or any other Creditors at any time and from time to time, with any party to any of the Transaction Documents in making any modification (other than in respect of a Basic Terms Modification) to the terms and conditions of the Notes or the other Transaction Documents to which the Issuer is a party, if in its opinion, the interests of the holders of the Notes then outstanding would not be prejudiced thereby (provided that any modification which is required to correct a manifest error or which, in the opinion of the Management Company, is of a formal, minor or technical nature shall not be deemed to prejudice the interest of the holders of the Notes then outstanding).

(b) *Notification*

The Issuer shall cause any such modification to be notified to the Noteholders in accordance with paragraph 11 (*Notices to Noteholders*), as soon as practicable after it has been made.

(c) *Binding Nature*

Any modification referred to in paragraph 10(a) shall be binding on the Noteholders and the other Creditors.

11. Notices to Noteholders

Without prejudice to the transparency requirements set out in the Securitisation Regulation, notices to the Noteholders will be published in the official bulletin of MARF (*Boletín Diario de MARF*). Any such notice will be deemed to have been given on the date of the first publication. In addition, so long as the Notes are represented by book-entries in Iberclear, all notices to Noteholders shall be made through Iberclear for on transmission to their respective accountholders.

12. Limited Recourse and no Meeting of Creditors

The Issuer has been incorporated as a "Securitisation Fund" (*Fondo de Titulización*) under Law 5/2015. Accordingly, the Issuer is an isolated pool of assets and liabilities, without legal personality, that is managed by the Management Company.

Pursuant to Article 25.1 of Law 5/2015, the Management Company shall be the legal representative of the Issuer, it being required by Article 26.1.a) to protect the interest of the Noteholders and other Creditors of the Issuer.

Each of the Noteholders by purchasing or subscribing for the Notes agrees with the Issuer that;

- (i) sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to

such Noteholder and (b) the aggregate amounts of the Available Funds or, as applicable, Available Liquidation Funds, net of any sums which are payable to other persons in priority to or *pari passu* with such Noteholder in accordance with the applicable Priority of Payments;

- (ii) on the Legal Redemption Date following final distribution of the Available Liquidation Funds, the Noteholders shall have no further claim against the Issuer in respect of any unpaid amounts and such unpaid amounts shall be discharged in full;
- (iii) none of the Management Company, the Lead Manager or any other Transaction Parties shall be responsible for any of the Issuer's liabilities;
- (iv) in particular, the Noteholders shall not have any right of action against the Management Company other than by reason of non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation and the applicable laws and regulations; and
- (v) no meeting of creditors (*junta de acreedores*) has been organised.

13. Governing Law and Jurisdiction

The Notes (and any non- contractual obligations arising out of or in connection with the Notes) are governed by, and shall be construed in accordance with, Spanish law.

The courts of Spain have exclusive jurisdiction to settle any disputes arising out of or in connection with the Notes (including a dispute relating to any non-contractual obligation arising out of or in connection with the Notes).

BANCO SANTANDER S.A.

Banco Santander, S.A. is the parent bank of Grupo Santander (Santander Group). It was established on 21 March 1857 and incorporated in its present form by a public deed executed in Santander, Spain, on 14 January 1875.

Banco Santander, S.A. and its consolidated subsidiaries are a financial group operating through a network of offices and subsidiaries across Spain, the United Kingdom and other European countries, Brazil and other Latin American countries and the US, offering wide range of financial products.

In Latin America, Santander Group have majority shareholdings in banks in Argentina, Brazil, Chile, Colombia, Mexico, Peru and Uruguay.

At December 31, 2018, Santander Group had a market capitalization of € 64.5 billion, shareholders' equity of € 107.4 billion and total assets of €1,459.3 billion. Santander Group had € 740.9 billion in customer funds under management at that date.

As of December 31, 2018, Santander Group had 202,713 employees and 13,217 branches.

Banco Santander, S.A has a long- term credit rating of "A (High)" by DBRS (as of April 2018), "A" by Standard & Poor's (as of April 2018), "A2" by Moody's (as of April 2018) and "A-" by Fitch (as of December 2017).

TAXATION IN SPAIN

The following summary of the anticipated treatment of the Issuer and holders of Notes (other than residents of Spain) is based on Spanish taxation law and practice as they are understood to apply at the date of this document and is subject to changes in such taxation law and practice. It does not constitute legal or tax advice and does not address all aspects of Spanish tax law and practice (including such tax law and practice as they apply to any land or building situate in Spain). Prospective investors in the Notes should consult their professional advisers on the implications of acquiring, buying, selling or otherwise disposing of the Notes under the laws of any jurisdiction in which they may be liable to taxation.

Taxation of the Issuer

The tax rules applicable to Spanish securitisation funds are currently contained in (i) Law 27/2014, of 27 November, on Corporate Income Tax (*Ley 27/2014, de 27 de noviembre, del Impuesto sobre Sociedades*) ("**Law 27/2014**"), in particular, Articles 7.1.h) and 13.1; (ii) Corporate Income Tax Regulations passed by Royal Decree 634/2015, of 10 July (*Reglamento del Impuesto sobre Sociedades, aprobado por el Real Decreto 634/2015, de 10 de julio*) (the "**CIT Regulations**"), in particular, Articles 8, 9 and 61.k); (iii) the Revised Text of the Transfer Tax and Stamp Duty Law, passed by Legislative Royal Decree 1/1993, on 24 September (*Texto Refundido de la Ley del Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados, aprobado por el Real Decreto Legislativo 1/1993, de 24 de septiembre*), in particular, Article 45.I.B.15 and 45.I.B.20.4; (iv) Law 37/1992, of 28 December, on Value Added Tax (*Ley 37/1992, de 28 de diciembre, del Impuesto sobre el Valor Añadido*), and, in particular, Article 20.Uno.18.n); (v) General Regulations regarding tax management and inspection courses of action and procedures and developing the common rules of tax application procedures, passed by Royal Decree 1065/2007, of 27 July (*Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por el Real Decreto 1065/2007, de 27 de julio*) (the "**General Tax Regulations**"), and, in particular, Articles 42, 43 and 44; and (vi) Law 10/2014, of 26 June, on regulation, supervision and solvency of credit institutions (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*) ("**Law 10/2014**"), and in particular, the "First Additional Provision" of such Law.

In summary, these legal provisions define the following fundamental principles:

- (a) The Issuer is exempt from Capital Duty (*Impuesto sobre Operaciones Societarias*).
- (b) According to Article 7.1.h) of Law 27/2014, the Issuer is a taxpayer of the Corporate Income Tax. The Issuer will be subject to the general provisions of Law 27/2014 to determine the taxable base, as well as to the applicable standard rate (25%), although the Issuer will not be subject to the general interest rules which limit the tax deductibility of financial expenses.
- (c) The issuance, subscription, transfer, redemption and repayment of the Notes will either be "not subject to" or "exempt from", as the case may be, VAT and Transfer Tax/Stamp Duty.
- (d) The Issuer will be subject to VAT in accordance with the general VAT rules. However, the management services rendered to the Issuer by the Management Company will be exempt from VAT.
- (e) The Management Company, in the name and on behalf of the Issuer, must comply with reporting obligations, amongst others, with those set out in the First Additional Provision of Law 10/2014. The procedure for complying with such reporting obligations is developed by Articles 42, 43 and 44 of the General Tax Regulations.

Taxation on the Notes

The tax treatment of the interest and other income paid to the investors in the Notes will differ depending on the tax residence and status of the relevant investor.

- (a) If the investor is an individual resident in Spain for tax purposes, any interest received and any income obtained by the investor arising from the disposal or redemption of the Notes is subject to Personal Income Tax at a rate of 19% on the first Euro 6,000 received, at a rate of 21% on the amount between Euro 6,001 and Euro 50,000 received and at a rate of 23% on the excess over Euro

50,000. In any event, the interest received is subject to withholding on account of Personal Income Tax at the rate of 19%.

- (b) If the investor is a company resident in Spain, any interest received will be subject to the Corporate Income Tax (generally, at the rate of 25%).

The interest that is paid in relation to the Notes is free from withholding on account of Corporate Income Tax, provided that: (i) they are represented by means of book-entry form (*anotaciones en cuenta*) and (ii) they are traded in an official Spanish secondary market of securities or in MARF (as envisaged in the case of the Notes). The procedure to make effective the withholding exemption is regulated under Ministerial Order dated 22 December 1999.

- (c) Non-resident investors with permanent establishment in Spain to which the investment in the Notes is directly connected will be subject to the same regime as set forth for taxpayers under Corporate Income Tax.
- (d) In case of the investment in the Notes is made by non-resident investors without permanent establishment in Spain, the interest received and any income arising from the disposal or redemption of the Notes will be exempt from withholding in Spain in accordance with the special regime set forth under Law 10/2014, provided that the Notes are admitted to trading in a regulated market, a trading multilateral system (this being the case of MARF) or other organised market. For these purposes, the information procedure set forth in the General Tax Regulations has to be complied with.

In the event that the information procedure set forth in the General Tax Regulations is not duly complied with interest received and any income arising from the disposal or redemption of the Notes will be subject to withholding at the rate of 19%, unless a tax exemption or reduced tax rate were applicable pursuant to the Non-Resident Income Tax Law or an applicable Treaty for the avoidance of Double Taxation that Spain may have entered into with the investor's tax residence jurisdiction.

If you are in any doubt as to your tax position you should consult your professional tax adviser.

SUBSCRIPTION AND SALE

The Lead Manager will, under a subscription agreement entered into on the Incorporation Date (the "**Management, Placement and Subscription Agreement**") between the Lead Manager and the Management Company on behalf of the Issuer, agree with the Management Company on behalf of the Issuer to procure subscriptions, for the Notes at the issue price of 100 per cent. of their initial principal amount, subject to certain conditions contained therein. The Issuer has agreed to indemnify the Lead Managers against certain liabilities incurred in connection with the offer and sale of the Notes.

The Management, Placement and Subscription Agreement is subject to a number of conditions and may be terminated by the Lead Manager in certain circumstances prior to payment for the Notes to the Issuer.

Attention is also drawn to the information set out on the inside cover of this Information Memorandum.

United Kingdom

The Lead Manager has represented to and agreed with the Issuer, amongst other things, that:

- (a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom; and
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.

United States

The Management Company on behalf of the Issuer and Lead Manager have represented, warranted and undertaken, each on their own behalf only, that neither of them nor any of their Affiliates (including any person acting on behalf of either of them or any of their Affiliates) has offered or sold, or will offer or sell, any Notes in any circumstances which would require the registration of any of the Notes under the Securities Act and, in particular, that:

- (a) **No directed selling efforts:** neither of them nor any of their Affiliates nor any person acting on their behalf has engaged or will engage in any directed selling efforts with respect to the Notes;
- (b) **No SUSMI:** the Issuer and the Lead Manager each reasonably believe that there is no substantial U.S. market interest in the Issuer's debt securities; and
- (c) the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons.

Spain

This Information Memorandum has not been registered with the CNMV. The offering of the Notes does not constitute a public offering in accordance with the provisions of Article 35 of the consolidated text of the Securities Market Law approved by the Legislative Royal Decree 4/2015, of 23 October (*texto refundido de la Ley del Mercado de Valores aprobado por el Real Decreto Legislativo 4/2015, de 23 de octubre*) and related legislation. As established by Rule 2 of the Circular 2/2018, of MARF, dated 4 December, the Notes are intended exclusively for qualified investors (as defined in Article 39 of Royal Decree 1310/2005 of 4 November).

General

Except for listing the Notes on the MARF, and as otherwise described in this Information Memorandum no action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes, or the possession, circulation or distribution of this Information Memorandum or any other material relating to the Issuer or the Notes in any jurisdiction where action for that purpose is required. This Information Memorandum does not constitute, and may not be used for the purpose of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorised. Accordingly, the Notes may not be

offered or sold, directly or indirectly, and neither this Information Memorandum nor any other offering material or advertisement in connection with the Notes may be distributed or published in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

The Lead Manager has undertaken not to offer or sell any of the Notes, or to distribute this document or any other material relating to the Notes, in or from any jurisdiction except under circumstances that will result in compliance with applicable law and regulations.

PRIIP

Each of the Issuer and Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MIFID II; or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Directive; and
- (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Resale

The Notes have not been and will not be registered under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions set out herein.

Without limiting the foregoing, by holding a Note, each Noteholder acknowledges and agrees, among other things, that such Noteholder understands that the Issuer is not registered as an investment company under the Investment Company Act.

Transfer Restrictions Applicable to the Notes:

- (a) Each transferee of a Note or any interest therein will be deemed to have represented and agreed, that on and as of the relevant date of delivery of such Notes to it and in each case with respect to the Notes:
 - (i) it understands and acknowledges that the Notes have not been registered under the Securities Act or any state securities laws and that that Notes may not be offered or sold except in transactions exempt from, or not subject to, the registration requirements of the Securities Act or unless registered under the Securities Act;
 - (ii) it understands and acknowledges that the Issuer has not been registered under the Investment Company Act;
 - (iii) it is acquiring the Notes for its own account (not as a nominee or an agent);
 - (iv) it is a sophisticated investor with such knowledge and experience in financial and business matters, including but not limited to sales and purchases of the type of debt securities issued by the Issuer, as to be capable of evaluating the merits and risks of the purchase of the Notes; it has sought such financial, accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to the Notes; it is able to bear the economic risk of an investment in the Notes and can afford a complete loss of an investment;

- (v) in making the decision to purchase the Notes it has relied solely upon its own independent investigation; and
 - (vi) it is not a U.S. Person and that it is presently located outside the United States (a "**Non-U.S. Person**") and is taking possession of the Notes in Regulation S form, where "**U.S. Person**" means (a) U.S. Persons as defined in Regulation S, or (b) any person that is not a "non-United States person" as that term is defined in Rule 4.7(a)(iv) promulgated by the Commodity Futures Trading Commission under the Commodity Exchange Act of 1936 (as amended); and
 - (vii) it shall not treat the Issuer as an "affiliate" for the purposes of the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations, 78 Fed. Reg. 45292 (July 26, 2013) issued by the Commodity Futures Trading Commission.
- (b) With respect to any transfer of a Note or any interest therein to any person:
- (i) the Notes may only be transferred in denominations of EUR 100,000 and integral multiples of EUR 100,000 in excess thereof;
 - (ii) the Notes may only be transferred in accordance with all applicable securities laws of the United States; and
 - (iii) any purported transfer in violation of any securities laws of the United States will not be permitted.
- (c) The Issuer shall have the right to compel any beneficial owner of any Note that is not a Non-U.S. Person, to sell such Notes, or may sell such Notes on behalf of such owner.
- (d) The Notes are and will be subject to the transfer restrictions set out in herein and each transferor of the Notes shall provide notice of such transfer restrictions to any proposed transferee of the Notes.
- (e) Each of the Issuer and the Management Company is entitled to rely upon these representations and warranties provided by a transferee.
- (f) Each transferee of the Notes represents and will be required to represent throughout the time of its holding of any Notes that:
- (i) it is not and is not deemed for purposes of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or Section 4975 of the Internal Revenue Code of 1986, as amended from time to time (the "**Code**") to be (a) an "employee benefit plan" as defined in ERISA and subject to part 4 of subtitle B of title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code, or (c) any entity whose underlying assets are deemed for purposes of ERISA or the code to include "plan assets" by reason of such plan investment in the entity;
 - (ii) if, at any time, it will be an employee benefit plan that is not a benefit plan investor and that is subject to any U.S. Federal, state, or local law that is substantially similar to section 406 of ERISA or Section 4975 of the Code (a "**Similar Law**"), the purchase and holding of the Notes do not and will not violate any Similar Law; and
 - (iii) it acknowledges and agrees that any purported transfer of any Note that does not comply with these requirements shall be null and void *ab initio*.

GENERAL INFORMATION

1. All authorisations, consents and approvals to be obtained by the Issuer (or the Management Company on its behalf) for, or in connection with, the creation and issue of the Notes, the performance by the Issuer of the obligations expressed to be undertaken by it and the distribution of this Information Memorandum have been obtained and are in full force and effect. The issue of the Notes has been authorised by a resolution of the Board of Directors of the Management Company passed on 28 May 2019.
2. Application has been made to list each Class of Notes on the MARF by the Management Company on behalf of the Issuer. The Notes are not listed on any other exchange.
3. Each Class of Notes have been accepted for clearance through Iberclear. The Spanish National Numbering Agency (*Agencia Nacional de Codificación de Valores Mobiliarios*) has assigned the following ISINs to identify each Class of Notes: (i) Class A Notes: ES0305424006, and Class B Notes: ES0305424014.
4. Save as disclosed in this Information Memorandum, since the Incorporation Date, the Issuer has not:
 - (a) commenced operations;
 - (b) made up annual financial accounts as at the date of this Information Memorandum; or
 - (c) entered into any contracts or arrangements not being in its ordinary course of business.
5. Save as disclosed in this Information Memorandum, since the Incorporation Date, there has been no material adverse change in the financial position or prospects and no significant change in the financial or trading position of the Issuer.
6. The Issuer will not provide post-issuance reporting other than the Investors Reports, the Reference Portfolio Reports and its Financial Statements as well as the information set out in the section entitled "*Reporting obligations under the Securitisation Regulation*" (without prejudice to the obligations of the Swap Counterparty under the Credit Default Swap in relation to the availability of the Investor Information).

REPORTING OBLIGATIONS UNDER THE SECURITISATION REGULATION

(a) **General overview of the reporting obligations of the Securitisation Regulation**

In accordance with Article 22 of the Securitisation Regulation, the Swap Counterparty shall make available before pricing the historical data referred to in article 22.1 of the Securitisation Regulation (the "**Historical Data**"), the information referred to in article 22.5 of the Securitisation Regulation and a liability cash flow model (the "**Liability Cash Flow Model**") and it shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.

In accordance with Article 7.1 of the Securitisation Regulation, the Swap Counterparty and the Management Company, acting in the name and on behalf of the Fund, shall make the following information available to the Noteholders, to the competent authorities and, upon request, to potential investors:

- (i) information on the underlying exposures as required by and in accordance with Article 7.1(a) of the Securitisation Regulation;
- (ii) an investor report as required by and in accordance with Article 7.1(e) of the Securitisation Regulation (which will be the Investors Report);
- (iii) all underlying documentation that is essential for the understanding of the transaction as required by and in accordance with Article 7.1(b) of the Securitisation Regulation;
- (iv) any information required to be reported pursuant to Articles 7.1(f) or 7.1(g) (as applicable) of the Securitisation Regulation, without delay; and
- (v) any other information that may be required from time to time under Article 7 of the Securitisation Regulation or any developing regulations (including, without limitation, the information referred to in Article 7.1(c) of the Securitisation Regulation).

In addition, the Swap Counterparty and the Management Company, acting in the name and on behalf of the Fund, shall make the following information available to the Noteholders, to the competent authorities and, upon request, to potential investors promptly and without delay:

- (i) any inside information relating to the Notes of which it is aware and which either the Swap Counterparty, sponsor or the Fund is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation; and
- (ii) unless required to be disclosed pursuant to sub-paragraph (i), notification of any:
 - (A) material breach of the obligations provided for in the documents comprising the Investor Information, including any remedy, waiver or consent subsequently provided in relation to such a breach;
 - (B) amendment to the terms of any Transaction Documents which has or is expected to have a material impact on the performance of the Notes; or
 - (C) remedial or administrative actions taken by any competent authorities in respect of the Credit Default Swap or the Notes.

(b) **Designation of Reporting Entity**

For the purposes of complying with the requirements set out in article 7.2 of the Securitisation Regulation, the Swap Counterparty and the Management Company, acting on behalf of the Fund, have designated the Management Company, acting on behalf of the Fund, as the Reporting Entity responsible for submitting the information required by such article 7. Such designation may be

revoked by agreement of the Swap Counterparty and the Management Company, acting on behalf of the Fund, whereby a new responsible entity will be designated.

The Management Company, acting on behalf of the Fund, may also resign its appointment as Reporting Entity by giving a prior notice to the Swap Counterparty. Notwithstanding the foregoing, such resignation will not become effective until a new entity has been designated to replace it in accordance with Article 7.2 of the Securitisation Regulation.

(c) **Manner in which the relevant information will be made available to investors, potential investors and competent authorities**

Until the Effective Date, the reporting obligations under Article 7.1 and 22 of the Securitisation Regulation will be satisfied by making available the relevant information (the "**Investor Information**") by means of maintaining such information in the Dataroom.

After the Effective Date, the reporting obligations in letters (c), (b) and (e) of Article 7.1 and those in article 22.3 of the Securitisation Regulation will be satisfied by making available the relevant information in the website of the Management Company at www.santanderdetitulizacion.com, without prejudice to the possibility of using a Replacement Dataroom.

For these purposes:

"**Dataroom**" means the website maintained by the Swap Counterparty at <https://connect.cliffordchance.com> for the purpose of uploading documentation and other information in respect of the synthetic securitisation constituted by the Transaction Documents.

"**Replacement Dataroom**" means either:

- (a) a securitisation repository; or
- (b) a website that:
 - (i) includes a well-functioning data quality control system,
 - (ii) is subject to appropriate governance standards and to maintenance and operation of an adequate organisational structure that ensures the continuity and orderly functioning of the website;
 - (iii) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk;
 - (iv) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information; and
 - (v) makes it possible to keep a record of the information for at least five years after the first of the following dates: the Final Redemption Date and the Legal Redemption Date (*Fecha de Vencimiento Legal*).

The following documentation and information comprises the Investor Information:

1. the Reference Portfolio Reports;
2. the Reference Register;
3. this Information Memorandum in respect of the Notes;
4. the Deed of Incorporation of the Issuer;
5. the Credit Default Swap;
6. the 2003 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association (excluding the 2009 ISDA Credit Derivatives Definitions Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives

Definitions published on 12 March 2009 and the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the ISDA Credit Derivatives Definitions published on 14 July 2009);

7. the Deposit Bank Agreement;
8. the Paying Agency Agreement;
9. the Subordinated Loan Agreement
10. the Liability Cash Flow Model; and
11. the Historical Data.

ADMISSION OF THE NOTES TO MARF

1.- Request for admission (*incorporación*) of the notes to the Alternative Fixed Income Market. Deadline for admission (*incorporación*) to trading.

Admission (*incorporación*) will be requested for the Notes described in this Information Memorandum (*Documento Informativo de Incorporación*) on the Multilateral Trading Facility known as Alternative Fixed Income Market (*Mercado Alternativo de Renta Fija* or *MARF*). Such listing will take place within thirty (30) days following the Closing Date.

If such deadline is not met, the reasons for the delay shall be communicated to the MARF and shall be disclosed to the public through a national newspaper, without prejudice to any potential contractual liability that the Issuer might incur.

MARF adopts the legal structure of a multilateral trading facility, under the terms provided for in Articles 26 *et seq.* of Royal Decree Law 21/2017, on urgent measures to adapt Spanish law to the European Union securities market legislation (“**RDL 21/2017**”), constituting an alternative, unofficial, market for the trading of fixed-income securities.

This Information Memorandum (*Documento Informativo de Incorporación*) is the one required by Circular 2/2018 of MARF of 4 December.

Neither MARF nor the National Securities Market Commission (*Comisión Nacional del Mercado de Valores* or *CNMV*) have approved or made any verification or test in relation to the contents of the Information Memorandum (*Documento Informativo de Incorporación*) or the risk required under Circular 2/2018. The intervention of MARF does not mean a statement or acknowledgement about the completeness, understanding and consistency of the information included into the documentation contributed by the Issuer.

Potential investors are advised to fully and carefully read the Information Memorandum (*Documento Informativo de Incorporación*), prior to making any investment decision regarding the Notes.

The Management Company (on behalf of the Issuer) expressly declares that it is aware of and knows the requirements and conditions necessary for admission and exclusion of the notes in the MARF, pursuant to the current legislation and the requirements of its governing bodies, and expressly agrees to comply therewith.

The Management Company (on behalf of the Issuer) expressly declares that it has met the requirements for registration and settlement of the transaction in Iberclear. The settlement of transactions will be carried out through Iberclear.

2.- Costs of all legal, financial, and audit services and other costs to the Issuer and placement costs and, if necessary, underwriting costs, originated by the Issue, placement and admission (*incorporación*).

The costs for the issuance of the Notes and their admission (*incorporación*) on MARF are approximately of EUR 1,000,000.

GLOSSARY OF DEFINED TERMS

In addition to the terms otherwise used and defined in this Information Memorandum, the following terms are used in this Information Memorandum:

"Affiliate" means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, **"control"** of any entity or person means ownership of a majority of the voting power of the entity or person.

"Agreed Upon Procedures" means the procedures to be carried out by the Independent Accountants under the Credit Default Swap.

"Amortisation Date" means each Cash Settlement Date.

"Calculation Date" means, in respect of each Cash Settlement Date, the Note Business Day falling five (5) Note Business Days prior to that Cash Settlement Date.

"Calculation Period" means, in respect of any Calculation Date, the period from (and including) the first date of the month in which the immediately preceding Calculation Date occurred (or, in the case of the first Calculation Date, the period from and including the Effective Date) to (but excluding) first date of the month in which such Calculation Date occurs.

"Conditions to Replenishment" means each of the following conditions to be met in respect of each Substitution:

- (a) as at the Relevant Date, the Reference Obligation which is the subject of the Replenishment satisfies each Eligibility Criteria and such Reference Obligation is not included in the securitisation portfolio for any other securitisation (whether a synthetic securitisation or otherwise);
- (b) the Swap Counterparty has annual individual and consolidated accounts for the last two accounting periods duly audited and with no qualifications, as required by article 17(a) of Law 5/2015;
- (c) following the Replenishment, the Reference Portfolio satisfies the Reference Portfolio Eligibility Criteria or, if the Portfolio Guidelines set out in sub-paragraph (iv) of the Portfolio Guidelines had been breached immediately prior to the relevant Replenishment (after taking into account any Reduction/Removal on such date) and such breach is continuing, (A) the weighted average life of all Reference Obligations which are the subject of the Replenishment on that date must be equal to or lower than 2.5 years and (B) all of the other Portfolio Guidelines were satisfied in respect of all Replenishments on the Relevant Date including such Replenishment (the **"PG Breach Exception"**).

"Conditions to Settlement Satisfaction Date" means, in respect of a Determined Reference Obligation:

- (a) if that Reference Obligation is an Initial Verifiable Reference Obligation, the date on which the Accountants' Notice in respect of that Reference Obligation is delivered to the Issuer; and
- (b) if that Reference Obligation is not an Initial Verifiable Reference Obligation, if there are other Reference Obligations within the same Initial Batch to which that Reference Obligation belongs which are Initial Verifiable Reference Obligations, the date on which the Conditions to Settlement Satisfaction Date has occurred with respect to all Initial Verifiable Reference Obligations that are selected by the Independent Accountants from the Initial Batch to which that Reference Obligation belongs at such time pursuant to the Selection of Initial Verifiable Reference Obligations provision in the Credit Default Swap; or
- (c) if neither sub-paragraph (a) nor (b) above apply with respect to such Determined Reference Obligation, the Event Determination Date.

"Conditions to Substitution" means each of the following conditions to be met in respect of each Substitution, on the Relevant Date:

- (a) the Substitute Obligation satisfied each of the Eligibility Criteria and such Substitute Obligation is not included in the securitisation portfolio for any other securitisation (whether a synthetic securitisation or otherwise);
- (b) the Swap Counterparty has annual individual and consolidated accounts for the last two accounting periods duly audited and with no qualifications, as required by article 17(a) of Law 5/2015;
- (c) the aggregate Substitute RONA of each Substitute Obligation on each Cash Settlement Date does not exceed the aggregate Reference Obligation Notional Amount of each Ineligible Obligation removed from the Reference Portfolio during the immediately preceding Calculation Period; and
- (d) the Portfolio Guidelines were satisfied in respect of such Substitution subject to application of the PG Breach Exception (as if references in the Portfolio Guidelines to a Replenishment or Replenishment Date were references to a Substitution and the Substitution Date, respectively).

"Cumulative Adjusted Credit Losses" means, on any date, an amount equal to the sum of: (a) all Initial Credit Protection Amounts; and (b) all positive Credit Protection Adjustment Amounts, as at that date.

"Cumulative Credit Losses" means on any date, an amount equal to the sum of:

- (a) all Initial Credit Protection Amounts; and
- (b) all Credit Protection Adjustment Amounts,

as at that date.

"Cumulative Senior Tranche Amortisation Amount" means, on any date, an amount equal to the sum of all Senior Tranche Amortisation Amounts determined prior to or on such date.

"Cumulative Senior Tranche Loss Amount" means, on any date, an amount equal to the sum of each positive and negative Senior Tranche Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"Cumulative Threshold Loss Amount" means, on any date, an amount equal to the sum of each positive and negative Threshold Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"Cumulative Tranche A Amortisation Amount" means, on any date, an amount equal to the sum of all Tranche A Amortisation Amounts determined prior to or on such date.

"Cumulative Tranche A Loss Amount" means, on any date, an amount equal to the sum of each positive and negative Tranche A Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"Cumulative Tranche B Amortisation Amount" means, on any date, an amount equal to the sum of all Tranche B Amortisation Amounts determined in respect of each Calculation Date occurring prior to or on such date.

"Cumulative Tranche B Loss Amount" means, on any date, an amount equal to the sum of each positive and negative Tranche B Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"Cumulative Unmatured Losses" means, on any date, an amount equal to:

- (a) the sum of all Defaulted Notional Amounts in respect of each Defaulted Reference Obligation which has not become a Worked Out Reference Obligation; *minus*
- (b) the sum of all Initial Credit Protection Amounts in respect of each Defaulted Reference Obligation which has not become a Worked Out Reference Obligation,

as at that date.

"Current Period Loss Adjustment" means, in respect of each Calculation Date, an amount equal to:

- (a) the aggregate of all Initial Credit Protection Amounts in respect of Defaulted Reference Obligations for which the Conditions to Settlement Satisfaction Date occurred in the Calculation Period ending immediately prior to such Cash Settlement Date; *plus*
- (b) the aggregate of all positive and negative Credit Protection Adjustment Amounts in respect of Verified Reference Obligations for which the Verification Date occurred in the Calculation Period ending immediately prior to such Cash Settlement Date; *minus*
- (c) the aggregate of any Late Recovery Amounts received in the Calculation Period ending immediately prior to such Cash Settlement Date,

provided that, notwithstanding the foregoing, if the Swap Calculation Agent determines that any Initial Credit Protection Amount or Credit Protection Adjustment Amount was not included in the Current Period Loss Adjustment calculation for the relevant Calculation Period, the Swap Calculation Agent shall include such amount the Current Period Loss Adjustment Amount for the first Calculation Period following the date on which the Swap Calculation Agent makes such determination.

"Cut-Off Date" means 24 June 2019.

"Deed of Incorporation" means the deed of incorporation executed by the Management Company and Banco Santander, S.A. on 26 June 2019 in connection with the incorporation of the Issuer.

"Defaulted Notional Amount" means, in respect of a Defaulted Reference Obligation and any date of determination, an amount equal to the lesser of:

- (a) the Protected Reference Obligation Notional Amount in respect of that Defaulted Reference Obligation; and
- (b) 95 per cent. of the aggregate outstanding principal amount of the Reference Obligation to which the Relevant Lender is exposed on the Event Determination Date.

"Defaulted Reference Obligation" means a Reference Obligation in respect of which the Conditions to Settlement Satisfaction Date has occurred and which is not a Cured Reference Obligation.

"Distributor" means any person who, after the initial placement of the Notes, offers, sells, places, recommends or otherwise makes available the Notes.

"EURIBOR" means the rate, as determined by the Calculation Agent, for deposits in Euro for a period of 3 months which appears on the display page designated EURIBOR01 on Reuters (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying comparable rates) as of 11:00 a.m., (Brussels time), on the second TARGET Settlement Day before the first day of the relevant Note Interest Period (the **"Interest Determination Date"**), provided that if such rate does not appear on that page, the Calculation Agent will:

- (i) request the principal Euro-zone office of each of four major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in Euro are offered by it at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date to prime banks in the Euro-zone interbank market for a period of 3 months and in an amount that is representative for a single transaction in that market at that time;
- (ii) determine the arithmetic mean (rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards) of such quotations; and
- (iii) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean (rounded, if necessary, as aforesaid) of the rates quoted by major banks in the Euro-zone, selected by the Calculation Agent, at approximately 11.00 a.m. (Brussels time) on the first day of the relevant Note Interest Period for loans in Euro to leading European banks for a period equal to the relevant Note Interest Period and in an amount that is representative for a single transaction in that market at that time,

provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Note Interest Period, the EURIBOR applicable to the Notes during such Note Interest Period will be the EURIBOR rate last determined in relation to the Notes in respect of a preceding Note Interest Period.

"Event Determination Date" means the first date on which the Credit Event Notice is effective.

"False Addition" means the fact that: (i) any Reference Obligation which formed part of the Reference Portfolio on the Effective Date did not comply with the Eligibility Criteria on the Cut-Off Date, that (ii) any Replenishment was effected without satisfying the Conditions to Replenishment, or that (iii) any Substitution was effected without satisfying the Conditions to Substitution.

"Final Estimated Recoveries Obligation" means a Defaulted Reference Obligation in respect of which the Work-Out Completion Date occurs on the Long-Stop Date.

"Final Exhaustion Date" means the Cash Settlement Date which falls on or immediately following the date on which both of the Tranche A Amount and the Tranche B Amount are reduced to zero and it is impossible for either the Tranche A Amount or the Tranche B Amount will again become greater than zero.

"First Optional Termination Date" means the first Cash Settlement Date after 1 December 2023.

"Fixed Rate Payer Calculation Period" means each period from, and including, one Fixed Rate Payer Payment Date to, but excluding, the next following Fixed Rate Payer Payment Date, *provided that*, the first Fixed Rate Payer Calculation Period shall commence on, and include, the Effective Date and the final Fixed Rate Payer Calculation Period shall end on, and include, the Termination Date.

"Initial Credit Protection Amount" means an amount equal to the product of:

- (i) the Defaulted Notional Amount; and
- (ii) the Regulatory Capital LGD in respect of that Defaulted Reference Obligation in respect of a Defaulted Reference Obligation.

"Initial Protected Amount" means EUR 342,000,000 (being the sum of the Initial Tranche A Amount and the Initial Tranche B Amount).

"Initial Reference Portfolio" means the Reference Obligations identified in the Reference Register as of the Cut-Off Date.

"Initial Reference Portfolio Amount" means EUR 3,000,000,023.00 (being the sum of the Reference Obligation Notional Amount of each Reference Obligation comprising the Initial Reference Portfolio).

"Initial Senior Tranche Amount" means EUR 2,647,800,000 being (87.1 %) of the Protected Reference Portfolio Amount.

"Initial Threshold Amount" means EUR 25,650,021.85 being (0.9%) of the Protected Reference Portfolio Amount.

"Initial Tranche A Amount" means EUR 142,500,000 being (5 %) of the Protected Reference Portfolio Amount.

"Initial Tranche B Amount" means EUR 199,500,000 being (7 %) of the Protected Reference Portfolio Amount.

"Interest Rate" (*Tipo de Interés*) means in respect of each Class of Notes:

- (a) in respect of each Note Payment Date occurring prior to or on the Initial Termination Date: the sum of the EURIBOR rate and the Spread applicable to such Class; and
- (b) in respect of each Note Payment Date other than the first Note Payment Date occurring after the Initial Termination Date: the EURIBOR,

provided that:

- (i) if the Initial Termination Date occurs on a date that is not a Note Payment Date, the Interest Rate in respect of each Class of Notes for the first Note Payment Date falling after the Initial Termination Date shall be a percentage equal to the sum of: (i) the EURIBOR rate with a designated maturity of three months and (ii) the product of:
 - (1) the Spread applicable to such Class; and
 - (2) the number of days from (and including) the previous Note Payment Date to (and including) the Initial Termination Date *divided by* the number of days in the Note Interest Period ending on that Note Payment Date;
- (ii) if and for so long as the Swap Counterparty is the Deposit Bank, EURIBOR rate shall be floored at zero (0); and
- (iii) if the amount of the Interest Rate calculated as per the above provisions is negative, then the Interest Rate shall be deemed to be zero (0).

"Interest Rate Day Count Fraction" means the actual number of days in the Fixed Rate Payer Calculation Period in respect of which payment is being made divided by 360.

"Issuer Liquidation Date" means the date on which the Issuer is liquidated and the Notes are redeemed prior to their scheduled maturity, upon the occurrence of the Management Company's insolvency where it has not been duly replaced within a period of 4 months.

"Issuer Operating Expenses" means any fees, expenses, or costs (including value added tax and including amounts by way of indemnity) which are incurred and payable by the Issuer (together with any Taxes in respect of those fees, expenses or costs);

"Issuer Taxes" means, in respect of a Fixed Rate Payer Payment Date, an amount equal to the sum of any taxes, duties, charges, assessments or fees of any nature (including interest, penalties and additions thereto) which the Issuer must pay or retain for payment on the immediately following Cash Settlement Date

"Last Replenishment Date" means the earlier of:

- (i) the date immediately preceding the date on which a Replenishment Stop Event occurs;
- (ii) the first Cash Settlement Date falling on or immediately following the date falling 3 months after the Closing Date; and
- (iii) the date immediately preceding the Initial Termination Date.

"Maximum Reference Portfolio Notional Amount" means, on any date, an amount equal to the Initial Reference Portfolio Amount *less* (i) the aggregate of all Worked Out Credit Protection Amounts, (ii) the aggregate of the Reference Obligation Notional Amount of all Non-Worked Out Reference Obligations; and (iii) the aggregate of the Cumulative Tranche B Amortisation Amount, the Cumulative Tranche A Amortisation Amount and the Cumulative Senior Tranche Amortisation.

"Note Business Day" means any TARGET2 Settlement Day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) other than a Saturday or Sunday in Madrid.

"Portfolio Amortisation Amount" means:

- (a) in respect of each Amortisation Date falling on or prior to the Last Replenishment Date, an amount specified by the Swap Counterparty in its discretion, *provided that* such amount shall not exceed the amount by which the Maximum Reference Portfolio Notional Amount exceeds the Reference Portfolio Notional Amount, excluding the Reference Obligation Notional Amounts of all Non-Worked Out Reference Obligations; and

- (b) in respect of each Amortisation Date falling after the Last Replenishment Date, an amount equal to the sum of all Reductions/Removals which occurred during the Calculation Period falling immediately prior to such Amortisation Date.

"Potential Credit Event Notice" means a written notice (such notice, a **"Potential Credit Event Notice"**) from the Swap Counterparty to the Issuer given on or prior to the Initial Termination Date that contains information that confirms in reasonable detail the occurrence or existence of a Potential Failure to Pay on or after the Effective Date and on or prior to the Initial Termination Date in respect of a Reference Obligation.

"Potential Failure to Pay" means the failure by a Reference Entity in respect of a Reference Obligation to make, when and where due, any payments with respect to such Reference Obligation, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Reference Obligation, in accordance with the terms of such Reference Obligation at the time of such failure.

"Protected Reference Portfolio Amount" means EUR 2,850,000,021.85, being 95 % of the Initial Reference Portfolio Amount.

"Protected Reference Portfolio Notional Amount" means on any date, the lesser of:

- (a) the Protected Reference Portfolio Amount; and
- (b) the sum of the Protected Reference Obligation Notional Amounts for all Reference Obligations in the Reference Portfolio on such date.

"Recoveries" means, with respect to any Defaulted Reference Obligation, the sum of each of the following amounts received or applied, and taken into account for the purpose of determining any loss recorded by the Relevant Lender in respect of such Defaulted Reference Obligation, by the Relevant Lender following the Event Determination Date in respect of amounts of principal owing in respect of such Defaulted Reference Obligation:

- (a) any amounts of principal paid or repaid in respect of such Reference Obligation or any replacement obligation which may be entered into following the Credit Event (or, in the case of a Reference Obligation that is subject to a guarantee, such Reference Obligation and guarantee) by or on behalf of the Reference Entity or any applicable guarantor;
- (b) any amounts in respect of which the Relevant Lender has successfully exercised against the Reference Entity or any applicable guarantor of such Defaulted Reference Obligation a right of set-off in respect of amounts due under such Defaulted Reference Obligation (or, in the case of a Reference Obligation that is subject to a guarantee, such Reference Obligation and guarantee) and/or any amounts in respect of which the Reference Entity of such Defaulted Reference Obligation has successfully exercised a right of set-off against any lender of such Defaulted Reference Obligation in respect of amounts of principal due under such Defaulted Reference Obligation;
- (c) the sale or other proceeds from any sale of the Reference Obligation, whether due to enforcement or otherwise, or from the enforcement or recovery of the Reference Collateral (after deduction of all fees, taxes, foreclosure and other enforcement expenses (including legal costs) which are attributable to enforcement of a principal amount of the Defaulted Reference Obligation equal to the Protected Reference Obligation Notional Amount); and
- (d) (to the extent not included in (c) above) any payments in respect of principal received by the Relevant Lender of such Defaulted Reference Obligation in respect of any other security, including any related insurance policies, endowment policies or mortgage indemnity guarantees (if any).

"Reference Collateral" means, with respect to any Defaulted Reference Obligation, any pledge, mortgage, indemnity, guarantee or any other security interest granted directly or indirectly for the benefit of any lender(s) as security for the Reference Obligation provided that the Reference Collateral shall not include any of the aforementioned interests to the extent that it is held directly or indirectly for the benefit of a person other than the Relevant Lender.

"Reference Obligation" means each obligation designated as such and identified in the Reference Register which are loans to micro, small, medium or large enterprises (including self-employed persons), as adjusted from time to time in accordance with the Reduction/Removal provisions and the Replenishment and Substitution provisions, and as may be amended pursuant to the "Amendment and Refinancing of Reference Obligations" provisions set out below from time to time.

"Reference Portfolio Notional Amount" means, on any date, an amount equal to the sum of the Reference Obligation Notional Amount of each Reference Obligation comprising the Reference Portfolio on such date, provided, for the avoidance of doubt, that the Reference Obligation Notional Amount of each Non-Worked Out Reference Obligation is included in the Reference Portfolio Notional Amount

"Regulatory Capital LGD" means, respect of a Defaulted Reference Obligation, the loss given default (expressed as a percentage) used by the Swap Counterparty for the purpose of its regulatory capital calculations immediately prior to the Event Determination Date in respect of that Defaulted Reference Obligation (and not, for the avoidance of doubt, the expected loss best estimate calculated after the Event Determination Date in respect of that Defaulted Reference Obligation), *provided that* for the purpose of determining the Regulatory Capital LGD of a Defaulted Reference Obligation, the Swap Counterparty shall disregard any adjustments to the loss given default of such Defaulted Reference Obligation which occurred as a result of:

- (i) any obligation of that Reference Entity becoming a Related Defaulted Obligation; or
- (ii) the Relevant Lender having previously determined that an event of default is likely to occur in respect of that Defaulted Reference Obligation.

"Related Defaulted Obligation" means, in respect of any Defaulted Reference Obligation, an obligation in respect of which an event of default occurred prior to the Event Determination Date for the Defaulted Reference Obligation (and which has not been cured prior to the Event Determination Date) or an obligation in respect of which the Relevant Lender has determined that an event of default is likely to occur, and in each case which has:

- (i) the same Relevant Lender as the Defaulted Reference Obligation; and
- (ii) the same Reference Entity as the Defaulted Reference Obligation.

"Relevant Date" means:

- (i) with respect to any Reference Obligation comprised in the Reference Portfolio on the Effective Date, the Cut-Off Date; and
- (ii) with respect to any Reference Obligation that has been added to the Reference Portfolio after the Effective Date pursuant to a Replenishment or a Substitution, the date falling five (5) Note Business Days prior to the relevant Replenishment Date or Substitution Date, as applicable.

"Relevant Lender" means, in respect of a Reference Obligation, the person that is the lender of record of such Reference Obligation, being one of:

- (i) the Swap Counterparty;
- (ii) any credit institution other than the Swap Counterparty or any regulated lending institution (*establecimiento financiero de crédito*) which is part of the Banco Santander S.A. consolidated accounting group; and
- (iii) a Securitisation Issuer which is part of the Banco Santander, S.A. consolidated accounting group.

"Replenishment Stop Event" means, on a Relevant Date, that:

- (a) the aggregate of all Cumulative Credit Losses from, and including, the Effective Date to, but excluding, the first day of the calendar month in which such Relevant Date falls is greater than or equal to 0.90% of the Protected Reference Portfolio Amount;

- (b) the weighted average regulatory probability of default of all Reference Obligations, which are not Defaulted Reference Obligations, is greater than 2.00%;
- (c) a Bankruptcy Event of Default has occurred with respect to the Swap Counterparty;
- (d) the Protected Reference Portfolio Notional Amount is, or will be when calculated at the next succeeding Calculation Date, equal to or less than 10% of the Protected Reference Portfolio Amount; and
- (e) no Replenishment has occurred on the first Replenishment Date if, on such Replenishment Date, the Maximum Reference Portfolio Notional Amount exceeded the Reference Portfolio Notional Amount by not less than EUR 60,000,000.

"**Scheduled Redemption Date**" means the Scheduled Termination Date.

"**Securitisation**" in respect of a Reference Obligation the Relevant Lender of which is a Securitisation Issuer, the securitisation transaction entered into by that Securitisation Issuer

"**Securitisation Alignment Amount**" in respect of a Securitisation, on any date, an amount equal to the sum of the outstanding principal amount of each Reference Obligation in respect of which the Relevant Lender at that time is the relevant Securitisation Issuer.

"**Securitisation Issuer**" is a special purpose vehicle or other entity (with or without legal personality, including without limitation, a Spanish securitisation vehicle) which issues securities the performance and/or redemption of which is linked to the performance of a portfolio of obligations which includes such Reference Obligation.

"**Securitisation Retained Amount**" means, in respect of each Securitisation, on any date, an amount equal to:

- (a) the aggregate of the outstanding principal amount of the notes outstanding in respect of that Securitisation; *minus*
- (b) the sum of:
 - (i) the sum of the outstanding principal amount of (1) one or more classes of notes any portion of which are sold to any party other than an entity which is part of the consolidated regulatory group of Banco Santander, S.A. unless all such notes are the subject of any repurchase transaction in respect of which either Banco Santander S.A. or other entity which is part of the consolidated regulatory group of Banco Santander, S.A. is under an obligation to repurchase such notes at a pre-determined price and (2) any tranches of notes ranking pari passu with or senior to the notes referred to in (1); and
 - (ii) without double-counting one or more classes of notes referred to in sub-paragraph (i), the aggregate of the outstanding principal amount of (1) any class of notes in respect of that Securitisation in respect of which Banco Santander, S.A. or other entity which is part of the consolidated regulatory group of Banco Santander, S.A. has purchased credit protection or entered into any other agreement to transfer the credit risk in respect of any portion of such notes and (2) any tranches of notes ranking pari passu with or senior to the notes referred to in (1) above.

"**Senior Tranche Amortisation Amount**" means, in respect of each Amortisation Date:

- (a) if a Subordination Event has not occurred prior to or on that Amortisation Date, an amount equal to the product of:
 - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; and
 - (ii) an amount equal to the greater of zero and:
 - (A) the Senior Tranche Amount immediately prior to such Amortisation Date; *divided by*

- (B) the sum of the Tranche B Amount, the Tranche A Amount and the Senior Tranche Amount, in each case immediately prior to such Amortisation Date; and
- (b) if a Subordination Event has occurred prior to or on that Amortisation Date, the lesser of:
 - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; and
 - (ii) the Senior Tranche Amount immediately prior to that Amortisation Date.

"Senior Tranche Amount" means, on any date, the greater of zero and an amount equal to:

- (a) the Initial Senior Tranche Amount; *minus*
- (b) the sum of the Cumulative Senior Tranche Loss Amount and the Cumulative Senior Tranche Amortisation Amount on such date.

"Senior Tranche Loss Allocation" means, in respect of each Calculation Date:

- (a) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:
 - (i) the greater of (A) zero and (B) the Current Period Loss Adjustment *minus* the sum of the Threshold Loss Allocation the Tranche B Loss Allocation, and the Tranche A Loss Allocation on that Calculation Date; and
 - (ii) the Senior Tranche Amount on that Calculation Date (prior to giving effect to any adjustment to the Senior Tranche Amount on that Calculation Date); and
- (b) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
 - (i) the absolute value of the Current Period Loss Adjustment; and
 - (ii) the Cumulative Senior Tranche Loss Amount immediately prior to that Calculation Date, expressed as a negative amount.

"Subordinated Loan Amounts" means, in respect of a Fixed Rate Payer Payment Date, an amount equal to the sum of the principal and interest payable by the Issuer on the immediately following Cash Settlement Date under the Subordinated Loan.

"Subordination Event" means the occurrence of one of the following events:

- (a) the Cumulative Adjusted Credit Losses are greater than 1.50 % of the Protected Reference Portfolio Amount (notwithstanding that the Cumulative Adjusted Credit Losses may subsequently vary);
- (b) the Swap Counterparty at its sole discretion notifies the Issuer in writing that the Cumulative Unmatured Losses are equal to or greater than the sum of the Tranche A Amount, the Tranche B Amount and the Threshold Amount (notwithstanding that the Cumulative Unmatured Losses may subsequently become less than the sum of the Tranche A Amount, the Tranche B Amount and the Threshold Amount);
- (c) the weighted average regulatory probability of default of all Reference Obligations, which are not Defaulted Reference Obligations, is greater than 2.50%; or
- (d) Protected Reference Portfolio Notional Amount is, or will be when calculated at the next succeeding Calculation Date, equal to or less than 10% of the Protected Reference Portfolio Amount.

For the avoidance of doubt, if a Subordination Event has occurred, the, Tranche B Amortisation Amount, Tranche A Amortisation Amount and Senior Tranche Amortisation Amount will from that time on be

calculated on the basis that a Subordination Event has occurred regardless of whether the circumstances which caused that Subordination Event to occur are still subsisting.

"**Substitution**" means an addition or increase of Reference Obligations (including Reference Obligations with respect to new Reference Entities) to the Reference Portfolio as a result of a False Addition and each such Reference Obligation, a "**Substitute Obligation**" and the Reference Obligation Notional Amount being added to the Reference Portfolio as applicable, the "**Substitute RONA**").

"**Substitution Date**" means each day on which any Substitution is effected by the Swap Counterparty.

"**Swap Calculation Agent**" means Banco Santander, S.A..

"**TARGET2 Settlement Day**" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) system is open the settlement of payments in Euro.

"**Termination Date**" means the earliest to occur of:

- (a) the Final Exhaustion Date; and
- (b) the Initial Termination Date, provided that, if on the Initial Termination Date there are one or more Reference Obligations in respect of which an Event Determination Date has occurred or in respect of which a Potential Credit Event Notice has been delivered but which, in either case, have not yet become Worked Out Reference Obligations in respect of which the Verification Date has occurred, the Termination Date shall occur on the earliest to occur of:
 - (i) the Final Exhaustion Date;
 - (ii) the Final Termination Date;
 - (iii) the Cash Settlement Date which occurs on or follows the first date on which all such Reference Obligations have become either (i) Worked Out Reference Obligations in respect of which the Verification Date has occurred or (ii) Reference Obligations in respect of which it is no longer possible for the Conditions to Settlement to be satisfied.

"**Threshold Amount**" means on any date, the greater of zero and an amount equal to the Initial Threshold Amount *minus* the Cumulative Threshold Loss Amount on such date.

"**Threshold Loss Allocation**" means, in respect of each Calculation Date:

- (a) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:
 - (i) the Current Period Loss Adjustment; and
 - (ii) the Threshold Amount on that Calculation Date (prior to giving effect to any adjustment to the Threshold Amount on that Calculation Date); and
- (b) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
 - (i) the greater of (A) zero and (B) the absolute value of the Current Period Loss Adjustment *minus* the sum of the absolute value of each of the Senior Tranche Loss Allocation, the Tranche A Loss Allocation and the Tranche B Loss Allocation for that Calculation Date; and
 - (ii) the Cumulative Threshold Loss Amount immediately prior to that Calculation Date,

expressed as a negative amount.

"**Total Recoveries**" means, respect of a Worked Out Reference Obligation:

- (a) if such Worked Out Reference Obligation is not a Final Estimated Recoveries Obligation, the aggregate of all Recoveries in respect of such Worked Out Reference Obligation; and

- (b) if such Worked Out Reference Obligation is a Final Estimated Recoveries Obligation, the Estimated Recoveries in respect of such Worked Out Reference Obligation.

"Tranche A Amortisation Amount" means, in respect of each Amortisation Date:

- (a) if a Subordination Event has not occurred prior to or on that Amortisation Date, an amount equal to the product of:
 - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; and
 - (ii) an amount equal to the greater of zero and:
 - (A) the Tranche A Amount immediately prior to such Amortisation Date; *divided by*
 - (B) the sum of the Tranche B Amount, the Tranche A Amount and the Senior Tranche Amount, in each case immediately prior to such Amortisation Date; and
- (b) if a Subordination Event has occurred prior to or on that Amortisation Date, the greater of zero and an amount equal to:
 - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; *minus*
 - (ii) the Senior Tranche Amount immediately prior to that Amortisation Date.

"Tranche A Amount" means on any date, the greater of zero and an amount equal to:

- (c) the Initial Tranche A Amount; *minus*
- (d) the sum of the Cumulative Tranche A Loss Amount and the Cumulative Tranche A Amortisation Amount on such date.

"Tranche A Fixed Component Amount" means, in respect of each Fixed Rate Payer Payment Date, an amount equal to the product of:

- (a) the Tranche A Amount on the first day of the Fixed Rate Payer Calculation Period ending on (but excluding) that Fixed Rate Payer Payment Date;
- (b) the Interest Rate in respect of the Class A Notes; and
- (c) the Interest Rate Day Count Fraction.

"Tranche A Loss Allocation" means in respect of each Calculation Date:

- (d) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:
 - (i) the greater of (A) zero and (B) the Current Period Loss Adjustment *minus* the sum of the Threshold Loss Allocation and the Tranche B Loss Allocation on that Calculation Date; and
 - (ii) the Tranche A Amount on that Calculation Date (prior to giving effect to any adjustment to the Tranche A Amount on that Calculation Date); and
- (e) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
 - (i) the greater of (A) zero and (B) the absolute value of the Current Period Loss Adjustment *minus* the absolute value of the Senior Tranche Loss Allocation for that Calculation Date; and
 - (ii) the Cumulative Tranche A Loss Amount immediately prior to that Calculation Date.

"Tranche B Amortisation Amount" means, in respect of each Amortisation Date:

- (a) if a Subordination Event has not occurred prior to or on that Amortisation Date, an amount equal to the product of:
 - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; and
 - (ii) an amount equal to the greater of zero and:
 - (A) the Tranche B Amount immediately prior to such Amortisation Date; *divided by*
 - (B) the sum of the Tranche B Amount, the Tranche A Amount and the Senior Tranche Amount, in each case immediately prior to such Amortisation Date; and
- (b) if a Subordination Event has occurred prior to or on that Amortisation Date, the greater of zero and an amount equal to:
 - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; *minus*
 - (ii) the Senior Tranche Amount immediately prior to that Amortisation Date; *minus*
 - (iii) the Tranche A Amount immediately prior to the Amortisation Date.

"Tranche B Amount" means on any date, the greater of zero and an amount equal to:

- (c) the Initial Tranche B Amount; *minus*
- (d) the sum of the Cumulative Tranche B Loss Amount and the Cumulative Tranche B Amortisation Amount on such date.

"Tranche B Fixed Component Amount" means, in respect of each Fixed Rate Payer Payment Date, an amount equal to the product of:

- (a) the Tranche B Amount on the first day of the Fixed Rate Payer Calculation Period ending on (but excluding) that Fixed Rate Payer Payment Date;
- (b) the Interest Rate in respect of the Class B Notes; and
- (c) the Interest Rate Day Count Fraction.

"Tranche B Loss Allocation" means in respect of each Calculation Date:

- (d) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:
 - (i) the greater of (A) zero and (B) the Current Period Loss Adjustment *minus* the Threshold Loss Allocation on that Calculation Date; and
 - (ii) the Tranche B Amount on that Calculation Date (prior to giving effect to any adjustment to the Tranche B Amount on that Calculation Date); and
- (e) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
 - (i) the greater of (A) zero and (B) the absolute value of the Current Period Loss Adjustment *minus* the sum of the absolute value of each of the Senior Tranche Loss Allocation and the Tranche A Loss Allocation for that Calculation Date; and
 - (ii) the Cumulative Tranche B Loss Amount immediately prior to that Calculation Date.

"Verification Date" means, in respect of a Worked Out Reference Obligation:

- (i) if that Worked Out Reference Obligation is a Final Verifiable Reference Obligation, the date on which the Verification Notice in respect of that Worked Out Reference Obligation is delivered to the Issuer; and
- (ii) if that Worked Out Reference Obligation is not a Final Verifiable Reference Obligation, the date on which the Verification Date has occurred with respect to all Final Verifiable Reference Obligations that are selected by the Independent Accountants from the Final Batch to which that Worked Out Reference Obligation belongs at such time pursuant to the Selection of Final Verifiable Reference Obligations provision of the Credit Default Swap; or
- (iii) if neither sub-paragraph (i) nor (ii) above apply with respect to such Worked Out Reference Obligation, the Work-Out Completion Date.

"Worked Out Credit Protection Amount" means:

- (i) in respect of a Worked Out Reference Obligation which is not a Cured Reference Obligation, an amount equal to:
 - (a) the Defaulted Notional Amount in respect of such Worked Out Reference Obligation;
minus
 - (b) the Total Recoveries in respect of such Worked Out Reference Obligation,

provided that if the Work-Out Completion Date in respect of such Worked Out Reference Obligation is the Servicer Default Notice Date, the Worked Out Credit Protection Amount in respect of such Worked Out Reference Obligation shall be zero; and
- (ii) in respect of a Worked Out Reference Obligation which is a Cured Reference Obligation, zero;

INDEX OF DEFINED TERMS

There follows an index of the defined terms used in this Information Memorandum, together with details of the page(s) on which such term(s) is or are defined.

€ ii	
2003 Definitions	50
2009 CNAE Classification	67
Additional Condition to Settlement	57
Affiliate	106
Aggregate Seller Payment	55
Agreed Upon Procedures	106
Amortisation Date	106
Available Funds	79
Available Liquidation Funds	79
Available Redemption Funds	79
Bankruptcy	54
Basel III	19
Basic Terms Modification	79
BRRD	5, 18
Calculation Agent	3, 79
Calculation Date	55, 79, 80, 106
Calculation Period	106
Cash Collateral Agreement	80
Cash Deposit Bank	80
Cash Settlement Date	55
CIT Regulations	96
Clean-up Event	80
Closing Date	79, 80
CNMV	3, 80
Code	100
Conditions	2
Conditions to Replenishment	51, 106
Conditions to Settlement	56, 80
control	106
CRD	19
CRD IV	19
Credit Default Swap	50, 80
Credit Event	54
Credit Event Notice	57
Credit Protection Adjustment Amount	58
Cumulative Senior Tranche Amortisation Amount	107
Cumulative Senior Tranche Loss Amount ..	107
Cumulative Threshold Amortisation Amount	107
Cumulative Threshold Loss Amount	107
Cumulative Unmatured Losses	107
Cured Reference Obligation	58
Current Period Loss Adjustment	108
Cut-Off Date	108
Day Count Fraction	80
Deed of Incorporation	3, 80, 108
Defaulted Notional Amount	108
Defaulted Reference Obligation	108
Deposit Bank	3
Determined Reference Obligation	57
Early Redemption Date	80
Early Redemption Event	80, 89
Early Redemption Notice	80, 89
Early Termination Date	61, 81
EEA	19
Effective Date	50
Eligibility Criteria	51
ERISA	100
Estimated Recoveries	58
EUR	ii
Euro	ii
Event Determination Date	109
Extension Period	81
Extension Period Payment Date	81, 90
Extension Period Redemption Amount	90
Extension Period Redemption Amount	81
Failure to Pay	55
False Addition	52
Final Batch	59
Final Estimated Recoveries Obligation	109
Final Redemption Date	81
Final Termination Date	60
Final Verifiable Reference Obligation	59
Final Verification Date	81
Financial Statements	81
Fixed Amount	54
Fixed Component Amount	116, 117
Fixed Rate Day Count Fraction	110
Fixed Rate Payer Calculation Period	109
Fixed Rate Payer Payment Date	54
foreign financial institution	23
foreign passthru payments	23
FSMA	98
General Tax Regulations	96
Iberclear	1, 82
Iberclear Members	82, 87
ICO	53
IGAs	23
Independent Accountants	3, 82
Initial Batch	57
Initial Credit Protection Amount	58, 82, 109
Initial Note Extension Amount	82, 90
Initial Principal Balance	82
Initial Protected Tranche Amount	109
Initial Reference Portfolio	109
Initial Reference Portfolio Notional Amount ..	109
Initial Senior Tranche Amount	109
Initial Termination Date	60, 82
Initial Threshold Amount	109
Initial Verifiable Reference Obligation	57
Interest Amount	82
Interest Rate	82, 109
Investment Company Act	2
Investors Report	82
ISDA	50
Issuer	3, 82

Issuer Accounts	82	Reference Portfolio	50
Issuer Liquidation Date	82, 110	Reference Portfolio Notional Amount	112
Issuer Operating Expenses	110	Reference Portfolio Report	63, 85
Last Replenishment Date.....	83, 110	Reference Register	50
Late Recovery Amount.....	60	Regulation.....	2
Law 10/2014.....	96	Regulatory Capital LGD	112
Law 27/2014.....	96	Regulatory Event	85
Law 5/2015.....	48	Related Defaulted Obligation.....	112
Lead Managers	83	Relevant Lender	112
Legal Redemption Date.....	83	Replenishment	51
Liquidation Priority of Payments	83	Replenishment Date	51
Liquidity Coverage Ratio	19	Replenishment Stop Event.....	112
Long-Stop Date	58	Restructuring.....	55
Management Agreement	72	Santander Information	i
Management Company.....	83	Scheduled Redemption Date.....	113
MARF.....	83	Scheduled Termination Date.....	85
material amendment of the Deed of Incorporation	79	SEC.....	2
Maximum Reference Portfolio Notional Amount	110	Secured Creditors.....	80
Net Stable Funding Ratio	19	Securities Act.....	2
Non-U.S. Person.....	100	Securitisation	113
Non-Worked Out Obligation.....	83	Securitisation Alignment Amount.....	113
Note Business Day	83, 110	Securitisation Issuer	113
Note Interest Period.....	83	Securitisation Retained Amount	113
Note Payment Date.....	84	Seller Payment	59
Note Principal Payment.....	84, 91	Senior Tranche Amortisation Amount	113
Noteholder	84, 87	Senior Tranche Amount	114
Notice Delivery Period.....	56	Senior Tranche Loss Allocation.....	114
Operating Expenses	83	Servicing Standards	53
Optional Termination Date.....	60, 84	Similar Law.....	100
Ordinary Priority of Payments.....	84	Spanish Central Registry.....	1, 85, 86, 87
Partial Redemption Date.....	84, 89	Spanish Insolvency Law	4
Paying Agency Agreement.....	84	Subordinated Lender	86
Paying Agent	84	Subordinated Loan	72
Paying Agent Fee	72	Subordinated Loan Agreement	86
Portfolio Amortisation Amount.....	84, 110	Subordinated Loan Amounts	114
Portfolio Guidelines	51	Subordination Event.....	114
Potential Credit Event Notice	111	Subscription Agreement.....	98
Potential Failure to Pay	111	Swap Calculation Agent	115
Prescription Relevant Date	85	Swap Counterparty.....	50, 86
principal amount.....	86	Swap Event of Default	62
Principal Balance.....	85	Swap Tax Event	62
Priority of Payments	85	TARGET2 Settlement Day	86, 115
Proceeds	74	Tax	86
Protected Reference Obligation Notional Amount.....	50, 85	Tax Authority.....	86
Protected Reference Portfolio Notional Amount	111	taxable.....	86
Protected Tranche Amortisation Amount.....	85, 116, 117	taxation.....	86
Protected Tranche Final Exhaustion Date	109	Taxes.....	86
Protection Payment Amount.....	79	Termination Date	86, 115
Recoveries	111	Threshold Amount	86, 115
Reduction/Removal	52	Threshold Loss Allocation	115
Reference Collateral	111	Total Recoveries	115
Reference Entities.....	50	Trade Date.....	79
Reference Obligation.....	85, 112	Transaction Documents	86
Reference Obligation Notional Amount.....	50	Transaction Parties.....	i, 86
Reference Obligations	50	Transaction Party	86
		U.S. Person	100
		Verification Date.....	118
		Verified Reference Obligation	59
		Verified Reference Obligations	86
		Work Out Completion Date	58

Worked Out Credit Protection Amount..... 118

Worked Out Reference Obligation.....58

ISSUER

FONDO DE TITULIZACIÓN PYMES MAGDALENA 3

Juan Ignacio Luca de Tena, 9-11,
28027 Madrid
Spain

SWAP COUNTERPARTY

Banco Santander, S.A.

Ciudad Grupo Santander
Avenida de Cantabria s/n
28660 Boadilla del Monte,
Madrid
Spain

PAYING AGENT

Banco Santander, S.A.

Juan Ignacio Luca de Tena 9
28027 Madrid
Spain

ISSUER'S AUDITORS

**PricewaterhouseCoopers
Auditores, S.L.**

Madrid, Torre PWC, Paseo de la
Castellana 259 B
Spain

LEGAL ADVISERS

As to Spanish law
Clifford Chance, S.L.P.U.

Paseo de la Castellana 110
28046 Madrid
Spain

As to Irish law
Walkers

The Exchange
George's Dock, IFSC
Dublin 1, Ireland

ARRANGER AND LEAD MANAGER

BANCO SANTANDER, S.A.

Ciudad Grupo Santander
Avenida de Cantabria s/n
28660 Boadilla del Monte, Madrid
Spain

REGISTERED ADVISOR

**SANTANDER DE TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE
TITULIZACIÓN, S.A.**

Juan Ignacio Luca de Tena, 9-11,
28027 Madrid
Spain