

**FONDO DE TITULIZACIÓN
PYMES SANTANDER 12**

**ASSET- AND MORTGAGE-BACKED SECURITIES
€2,940,000,000**

			DBRS	Moody's	Scope
Series A	€2,100,000,000.00	EURIBOR 3M + 0.30% margin	A (low)(sf)	Aa2 (sf)	AAA (sf)
Series B	€700.000,000.00	EURIBOR 3M + 0.50% margin	CCC (low)(sf)	Caa1 (sf)	B+ (sf)
Series C	€140,000,000.00	EURIBOR 3M + 0.65% margin	C (sf)	Ca (sf)	C (sf)

BACKED BY ASSETS ASSIGNED BY



LEAD MANAGER OF THE ISSUE



SUBSCRIBER



PAYING AGENT



PROMOTED AND SERVICED BY:



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

Prospectus filed with the CNMV on December 3, 2015.

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DEFINITIONS156

This document is a Prospectus registered with the CNMV, prepared in accordance with the provisions of Regulation (EC) No. 809/2004 and comprising, in turn, the following documents:

1. Document describing the principal risk factors of the Fund, of the Assets backing the issue and of the securities issued by the Fund (“Risk Factors”).
2. Registration Document prepared in accordance with Annex VII of Regulation (EC) No. 809/2004.
3. Securities Note prepared in accordance with Annex XIII of Regulation (EC) No. 809/2004.
4. Additional Building Block to the Securities Note prepared in accordance with Annex VIII of Regulation (EC) No. 809/2004.
5. A document containing all the terms defined in the Prospectus (“**Definitions**”).

RISK FACTORS

I. Specific risk factors of the Fund:

(i) Risk of insolvency of the Fund:

In the event that the Fund is unable to meet its payment obligations on a generalized basis, the provisions of article 23 of Law 5/2015, of June 27, on the Promotion of Enterprise Funding (“**Law 5/2015**”), will apply, meaning the Manager, after reporting to the CNMV, will proceed with the orderly settlement of the Fund, in accordance with the rules established for such purpose in this Prospectus.

The Fund will only be liable for performance of its obligations up to the amount of its assets.

(ii) Absence of legal status of the Fund:

According to article 15 of Law 5/2015, the Fund has no separate legal status. Consequently, the Manager must carry out its administration and representation and comply with all applicable legal obligations in relation to the Fund. In the event of breach, the Fund’s liability with Bondholders and the remaining funders of the Fund will be limited to its total assets.

(iii) Replacement of the Manager:

According to article 32 of Law 5/2015, the Manager may resign its position of manager and legal representative of the Fund by requesting its replacement, which shall be authorized by CNMV.

Additionally, in the event of administrative license revocation under article 27 of Law 5/2015, the Manager shall be replaced.

Moreover, in accordance with article 33 of Law 5/2015, the Manager shall be replaced if held insolvent vis-à-vis its creditors.

The replacement must be made effective within the term of four (4) months from the date of the event originating the replacement. If the Manager fails to appoint a replacement Management Company within the aforementioned four (4)-month term from the date of the originating event, and the Early Settlement of the Fund and the Early Redemption of the Bonds shall take place, whereupon the steps provided for in section 4.4.3.(3) of the Registration Document must be followed.

The foregoing is in accordance with the terms and conditions under section 3.7.3 of the Additional Building Block

(iv) Restrictions on actions against the Manager:

Bondholders and the other general creditors of the Fund may only take action against the Manager of the Fund for breach of its duties or non-compliance with that set forth in the Deed of Incorporation, in this Prospectus and in applicable legislation. Such actions shall be resolved in ordinary court proceedings for declaratory judgment.

(v) Applicability of the Insolvency Procedures Law:

In the event of the insolvency of the Administrator, all Fund assets held by the Administrator, save for cash due to its status as a fungible asset, will become the

property of the Fund and must be made available to it under the terms of articles 80 and 81 of the Spanish Insolvency Procedure Law (*Ley Concursal*).

Notwithstanding the above, this Prospectus and the Deed of Incorporation envisage certain mechanisms aimed at mitigating the aforementioned effects in relation to cash due to its status as a fungible asset.

To mitigate the consequences that a declaration of insolvency of the Administrator could have on the rights of the Fund for the purposes of this document, section 3.3.2 of the Additional Building Block states, for the purposes of article 1,527 of the Spanish Civil Code (*Código Civil*) that: *“in the event of insolvency, settlement, replacement or in case of intervention by the Bank of Spain of the Administrator or if the Originator is undergoing a restructuring process in the terms of Law 11/2015 of June 18, regarding the recovery and refinancing of credit institutions and investment services companies (“Law 11/2015”), the Manager may instruct the Administrator to notify all the Debtors (and, where applicable, third party guarantors and insurance companies) of the transfer to the Fund of all the Assets pending payment, and to inform them that payments deriving from such assets will only release them from their payment obligations if made into the Cash Account or Interest Account, as the case may be, open in the name of the Fund. Furthermore, at any time the Manager deems reasonably justified, it may require the Administrator to carry out this notification, who must do so within fifteen (15) Business Days.*

However, if the Administrator fails to notify the Debtors provided for above and, where applicable, the third-party guarantors and insurance companies within fifteen (15) Business Days following receipt of the request, or in the event that the Administrator becomes insolvent or enters into settlement, the Manager shall, either directly or through a new Administrator appointed by the Manager, carry out the notification to the Debtors and, where applicable, to the third-party guarantors and insurance companies”.

Moreover, in the event of insolvency of the Administrator, the Manager shall proceed according to section 3.7.1 (1) of the Additional Building Block.

If the Administrator is declared insolvent, monies received and held by it on behalf of the Fund in its capacity as counterparty to the additional contracts signed by it and described in paragraphs 3.4.2, 3.4.3 and 3.4.4 of the Additional Building Block before the date of declaration of insolvency, could be tied to the insolvency estate in accordance with the majority doctrinal interpretation of articles 80 and 81 of the Insolvency Procedures Law.

If the Originator becomes insolvent, the assignment of the Assets transferred to the Fund could be returned pursuant to the provisions of the Insolvency Proceedings Law and special regulations applicable to securitization funds.

By virtue of article 16 of Law 5/2015, the assignment of the Assets to the Fund may only be rescinded or challenged under article 71 of the Insolvency Procedure Law by the insolvency administration insofar as it is able to prove the existence of fraud.

In the event of the insolvency of the Manager, the Manager shall be replaced by another manager, as provided for under article 33 of Law 5/2015.

According to article 32 of Law 5/2015, the Manager shall be replaced in the event that the Manager has requested it and it has been approved by CNMV. However, the

Manager shall not resign its position until all conditions and procedures have been fulfilled in order for the new entity to assume its duties.

The structure of the securitization operation envisaged herein does not allow for cash amounts to become part of the assets of the Manager, except in the case of breach by the Parties, since all amounts corresponding to Fund payments shall be deposited, pursuant to the terms of this Prospectus, into the accounts opened in the name of the Fund by the Manager (which has opened these accounts not only as a simple agent of the Fund but as its legal representative).

Notwithstanding the above, the insolvency of any of the Parties (whether the Originator, the Administrator, or any other counterparty of the Fund) could affect their contractual relationships with the Fund.

(vi) Breach of contract by third parties:

The Fund, represented by the Manager, has entered into agreements with third parties for certain services and financial transactions relating to the Assets and the Bonds. These include the Subordinated Loan Agreement, the Liquidity Facility, the Guaranteed Rate Reinvestment Agreements, the Subscription Agreement and the Management and Paying Agent Agreements.

Bondholders could suffer loss in the event that any of the counterparties of the Fund under the aforementioned agreements breach their obligations under any of such agreements.

II. Specific risk factors affecting the Assets backing the issue:

(i) Risk of non-payment of the Assets:

The holders of the Bonds issued against the Fund will run the risk of non-payment of the Assets pooled therein.

The Originator assumes no liability for non-payment of the Debtors, whether for principal, interest, or any other amount they may owe by virtue of the Assets. According to article 348 of the Spanish Commercial Code (*Código de Comercio*), the Originator will only be liable for the existence and legitimacy of the Assets at the time of the assignment and under the terms and conditions stated in the Prospectus and in the Deed of Incorporation, as well as for the legal status pursuant to which the assignment is made.

(ii) Risk of early repayment of the Assets:

The Assets pooled into the Fund may be repaid early should the Debtors decide to repay their outstanding principal under the terms set forth in each of the agreements for the granting of Loans and Credit Lines from which the Assets derive.

For those Credit Lines in which the overlimit is greater than five percent (5.00%) (“**Overlimits**”) of the available limit, provided they are not Overdue Assets (i.e. assets that on a date, are in arrears for period exceeding ninety (90) days and do not constitute Non-Performing Assets), Santander will be required to repurchase these Lines of Credit.

In the Preliminary Portfolio, Lines of Credit represent 17.85%, equivalent to an Outstanding Balance of €530,389,090.63.

(iii) Impact of Law 1/2013

Law 1/2013, of 14 May, on measures to protect mortgagees, debt restructuring and social rents, as amended by Law 25/20015, of 28 July, on the second chance mechanism, financial burden reduction and other measures of social nature (“**Law 25/2015**”) consisting of four chapters which introduce a series of measures that may affect the Mortgage Loans.

As a consequence of the foregoing, the Fund, acting as holder of credit rights derived from the Mortgage Loans, could be affected, among others by (i) a delay in the delivery of the possession of the awarded main homes, due to the suspension, of up to four years, of the expulsion of their occupants in a special vulnerability situation; (ii) the delay in the collection of the assigned credit rights, due to a longer duration of the mortgage foreclosure judicial and extrajudicial processes; and (iii) the collection of amounts derived of such minor mortgage foreclosure processes which could be reached before the enactment of this law due to, among other causes, the maximum limit of the applicable interest of default.

With regard to the aforementioned Chapter IV, Banco Santander has adhered to the amendments to the Code of Good Practice under the abovementioned Law 1/2013. As a result, the Fund, to the extent that the Manager is aware and accepts that Banco Santander has adhered to the amendments to the Code of Good Practice, may be affected by the measures provided thereof (being applicable to the whole loans portfolio, including the Mortgage Loans), which may entail a longer duration of the foreclosure process, as well as a loss of the Mortgage Loans’ value.

(iv) Liability:

The Bonds issued by the Fund impose no obligation on the Manager or the Originator. The flow of funds employed to meet the obligations arising from the Bonds is insured or secured solely under the specific circumstances and up to the limits described in section 3.4.2. of the Additional Building Block. With the exception of these, no other guarantees have been granted by any public or private entity, including the Originator, the Manager and any subsidiary or investee company of any of the above. The Assets pooled into the Fund and the rights attaching thereto constitute the sole source of income of the Fund and, therefore, of payments to the holders of its liabilities, without prejudice to the existence of the credit enhancements described in section 3.4.2. of the Additional Building Block.

(v) Limited protection:

Investments in Bonds may be affected, among other things, by deteriorating general economic conditions that negatively impact the payments of the Assets backing the issue of the Fund. In the event that non-payments reach a certain level, they could reduce, or even eliminate, the protection against losses in the portfolio of Loans and Credit Lines enjoyed by the Bonds as a result of the existence of the credit enhancements described under section 3.4.2 of the Additional Building Block. Notwithstanding the foregoing considerations, Bondholders have their risk mitigated by the Order of Priority of Payments described under section 3.4.6 (b) of the Additional Building Block and by the Order of Priority of Payments for Settlement described in section 3.4.6 (d) of the Additional Building Block.

(vi) Sectorial concentration:

As described in detail in paragraph 2.2.2 j) of the Additional Building Block, of the Loans and Credit Lines selected on November 19, 2015 for the assignment of the Assets to the Fund on the Incorporation Date (i.e. on December 10, 2015), debtors whose economic activity (Spanish CNAE) represents a greater concentration are those belonging to the following categories:

- *“Wholesale and Retail and trade intermediaries”*, with an outstanding principal of €360,404,526.16, equivalent to 12.13% of the total Preliminary Portfolio.
- *“Agriculture, livestock, hunting and related services”*, with an outstanding principal of €261,801,755.72, equivalent to 8.81% of the total Preliminary Portfolio.
- *“Real estate activities”*, with an outstanding principal of €254,620,928.34 equivalent to 8.57% of the total Preliminary Portfolio.

Given these levels of concentration, any kind of situation having a substantial adverse bearing on the activities listed in the previous paragraphs could affect the payments of the Assets backing the issue of the Bonds.

(vii) Risk of non-sufficiency of guarantee:

Of the Loans and Credit Lines selected as at November 19, 2015 for the purpose of assigning the Fund Assets on the Incorporation Date, 40.89% of the outstanding principal of the portfolio is backed only by the personal guarantee of the debtor, while 31.50% of the outstanding principal of the portfolio has personal guarantees from third parties (surety) and 11.54% has real guarantees other than a mortgage loan.

The remaining 16.07% of the Preliminary Portfolio selected as at October 20, 2015 for the purpose of assigning the Fund Assets on the Incorporation Date are mortgage-backed loans. According to the LTV Table of section 2.2.2.q) of the Additional Building Block to the Securities Note, based on the initial appraised value of the real estate, 28.29% of the outstanding principal on the Mortgage Loans have an LTV of 80% or more, with the average weighted LTV of the loans of 70.94%.

(viii) Risk of maturity of the Assets:

Of the Loans and Credit Lines selected as at November 19, 2015 for the purpose of assigning the Fund Assets on the Incorporation Date, 81.60% of the Outstanding Asset Balance of the Preliminary Portfolio was granted during FY 2013 and up to September 2015. The weighted average maturity of the portfolio is 1,62 years.

(ix) Risk of geographical concentration of debtors:

As detailed in section 2.2.2 k) of the Additional Building Block, the Autonomous Regions accounting for a higher concentration of domiciles of the Preliminary Portfolio Debtors selected for assignment to the Fund on the Incorporation Date are, expressed in percentages of outstanding principal, as follows: Madrid (19.75%), Andalusia (14.74%) and Catalonia, (13.77%), between them accounting for 48.26%.

Given these levels of concentration, any kind of situation having a negative impact on the Autonomous Regions might affect the payments on the Loans and the Credit Lines backing the issue of the Bonds.

(x) Risk of Credit Line overlimit and risk of loans with repayment at maturity:

As detailed in section 2.2.2. r) of the Additional Building Block, of the Preliminary Portfolio selected at November 19, 2015 for the assignment of the Assets to the Fund on the Incorporation Date, 2.15% of the balances drawn on the Credit Lines of the Preliminary Portfolio exceed 100% of the maximum amount reflected in the policy or deed, with the maximum overlimit amount of these Credit Lines being 104.91% of the maximum amount reflected in the policy or deed.

As detailed in section 2.2.2. o) of the Additional Building Block, of the Preliminary Portfolio selected at November 19, 2015 for the assignment of the Assets to the Fund on the Incorporation Date, 14.70% of the loans are loans with repayment at maturity.

(xi) Principal payment grace period risk:

Of the Loans selected as at November 19, 2015 for the purpose of assigning the Fund Assets on the Incorporation Date there is outstanding principal balance of € 318,525,036.77 (equivalent to 13.05% of the outstanding principal of the Loans) with grace periods on the payment of the principal, as provided under 2.2.2 p) of the Additional Building Block.

(xii) Risk of restructuring:

Of the Loans selected as at November 19, 2015 for the purpose of assigning the Fund Assets on the Incorporation Date, 10.63% of the outstanding principal of the Preliminary Portfolio is intended for restructuring. This restructuring intends to prevent foreseeable financial difficulties of the owner (or owners) by modifying the current financial conditions of the agreement in order to facilitate payment of the principal and interests in due time and manner. As defined by the Bank of Spain in Circular No. 6/2012, an operation is considered a restructured operation ("**Restructured Operation**") when for economic or legal reasons relating to current or foreseeable financial difficulties of the holder (or holders), their financial conditions are modified to facilitate payment of the debt (principal and interest) because the holder is not capable, or is not expected to be capable of complying with the conditions in a timely manner, even when such changes were provided for under the contract. In any case, operations shall be considered restructured when a rebate is granted or assets are received to reduce the debt, or when the conditions are modified to extend their maturity, vary the repayment schedule in order to reduce the amount

of the installments in the short term or to reduce their frequency or a grace period for principal, interest or both is established or extended, except when can be shown that the conditions have been modified for reasons other than the financial difficulties of the holders and, at the time of modification, are analogous to the market conditions of operations conducted with customers with a similar risk profile.

The Assets granted or that have been granted for restructuring purposes are Loans from Santander, Banesto and Banif to their customers for restructuring their debts with the bank, without any of them in a situation of arrears at the time of the debt consolidation.

III. Risk factors specific to the securities

1. Limited Liquidity

The issue of the Bonds shall be fully subscribed by the Originator.

In the event that any of the Bonds are disposed of, there is no guarantee that the Bonds will be traded on the market with any minimum volume or frequency.

There is no commitment for intervention in secondary trading on the part of any entity, which would have added liquidity to the Bonds by providing a counterparty.

Furthermore, under no circumstances may the Fund repurchase the Bonds from the bondholders, although they may be redeemed early in their entirety in the event of Early Settlement of the Fund, pursuant to the terms established under section 4.4.3 of the Registration Document.

2. Term and yield:

Calculating the average life, returns and duration of the Bonds, established in Section 4.10 of the Securities Note, is subject, *inter alia*, to assumptions of early repayment and defaulting rates of the Assets that may not materialize, as well as future market interest rates, given the variable nature of the nominal interest rates. Compliance with the early repayment rate of the Assets can be influenced by diverse geographical, economic and social factors, such as seasonality, evolution of market interest rates, economic situation of the Debtors, distribution by sectors of the Preliminary Portfolio, and in general, the level of economic activity.

3. Penalty interest

Under no circumstances will any delay in paying interest or repaying principal to bondholders of Series A, Series B and Series C bonds give rise to Penalty interest in their favor.

4. Rating of the Bonds:

If, before the Date of Subscription, the Rating Agencies do not confirm as definitive any of the provisional ratings assigned, this circumstance will lead to the termination of the constitution of the Fund and the Bond issue, along with the Subscription Agreement, the Management and Paying Agency Agreement, the Guaranteed Rate Reinvestment Agreements (both of the Cash Account and the Interest Account), the Subordinated Loan Agreement and the issuance of the MTC and assignment of the Assets to the Fund.

The credit risk of the Bonds issued by the Fund has been evaluated by ratings agencies DBRS Ratings Limited, Moody's Investors Service España, S.A. and Scope Ratings A.G.

The final ratings assigned can be reviewed, suspended or withdrawn at any moment by the rating entities in question in view of any information that may come to light.

Their ratings, the meaning of which is described under section 7.5 of the Securities Note, do not constitute and may not be interpreted as an invitation, recommendation or incitement to investors to carry out any kind of transaction on the Bonds, and in particular, to acquire, hold, encumber or sell the Bonds.

5. Amount Due for Repayment

Owing to the type of Assets assigned to the Fund, if the upward variations of the Credit Lines are higher than the downward variations and repayment of the Loans on Payment Date, the Amount Accrued for Repayment will be 0 on that Payment Date.

REGISTRATION DOCUMENT

This Registration Document has been prepared in accordance with Annex VII of Regulation (EC) No. 809/2004 and approved by the Comisión Nacional del Mercado de Valores (*Spanish Securities Market Commission*) on December 3, 2015.

1. PERSONS RESPONSIBLE

1.1 Persons responsible for the information appearing in the Registration Document.

MR. IGNACIO ORTEGA GAVARA, acting in his capacity as Director-General of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A., having its registered offices at Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660, Boadilla del Monte (Madrid), assumes responsibility for the information contained in this Registration Document.

MR. IGNACIO ORTEGA GAVARA acts in furtherance of the powers conferred upon him expressly for the purpose of incorporating the Fund by the Board of Directors of the Manager at its meeting of October 6, 2015.

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is the promoter of the securitization fund FONDO DE TITULIZACIÓN PYMES SANTANDER 12 and shall be responsible for the administration and legal representation thereof.

1.2 Statement by those responsible for the Registration Document.

MR. IGNACIO ORTEGA GAVARA states that, having taken all reasonable care to ensure that such is the case, the information contained in the Registration Document is, to the best of his knowledge, in accordance with the facts and contains no omission likely to affect its import.

2. STATUTORY AUDITORS OF THE FUND

2.1 Name and address of the Fund's auditors (together with membership of any relevant professional body).

As set forth in section 4.4 of this Registration Document, the Fund has no historical financial information.

However, during the life of the Fund, the annual financial statements shall be audited annually by the financial auditors.

The Board of Directors of the Manager, at its meeting on October 6, 2015, at which the establishment of this Fund was resolved, appointed the following auditing firm as the Fund's statutory auditor: Deloitte, S.L., the details of which are provided in section 5.2 of this Registration Document.

2.2. Fiscal years, accounting principles and statutory filing of annual financial statements.

The Fund's fiscal year shall coincide with the calendar year. However, and as an exception, the first fiscal year will begin on the Incorporation Date (i.e. December 10, 2015) and the last fiscal year shall end on the day the Fund is cancelled.

The Manager shall file the Fund's annual financial statements with the CNMV, together with the auditors' report in respect thereof, within four (4) months following the closing date of the Fund's fiscal year (i.e. prior to April 30 of each year).

The Fund's annual financial statements and corresponding auditors' report shall be filed with the Mercantile Registry (*Registro Mercantil*) on an annual basis.

The accounting standards to be used in preparing the Fund's accounting information will be those that result from current regulations.

3. RISK FACTORS

The risk factors specific to the Fund are those described under section I of the document included at the beginning of this Prospectus entitled "RISK FACTORS".

4. INFORMATION ON THE ISSUER

4.1 Statement that the Issuer has been established as a securitization fund.

The Issuer is a securitization fund open in terms of the assets insofar as any upward variations in the Credit Lines are transferred to the Fund as established in Section 3.4.3. b) of the Additional Building Block, and closed in terms of liabilities, devoid of legal status and established according to Law 5/2015 for the purpose of acquiring the Assets assigned to the Fund by Santander and issuing the Bonds.

4.2 Legal and professional name of the Fund.

The name of the Fund is “FONDO DE TITULIZACIÓN PYMES SANTANDER 12”.

4.3 Registration of the Issuer.

The establishment of the Fund and issuance of the Bonds have as a prior requisite the registration thereof in the official registries of the CNMV in Spain. This Prospectus was duly registered with the CNMV on December 3, 2015.

It is hereby stated that neither the incorporation of the Fund nor the issue of the Bonds charged against its assets will be filed with the Mercantile Registry by virtue of the power set forth in article 22.5 of Law 5/2015.

4.4 Date of incorporation and period of activity of the Fund, if not indefinite.

4.4.1 Incorporation Date.

The Deed of Incorporation is to be executed on, and, consequently, the Fund's Incorporation Date is to be, December 10, 2015.

In accordance with the provisions of article 24 of Law 5/2015, as it is currently drafted, the Deed of Incorporation may be amended, at the request of the Manager, in the terms of that article and provided that the amendment does not result in the creation of a new fund.

The Deed of Incorporation may also be amended on the orders of the CNMV.

The Manager guarantees that the contents of the Deed of Incorporation will coincide with that of the Prospectus and that the Deed of Incorporation will coincide with the draft deed which has been submitted to the CNMV as a consequence of the registration of this Prospectus, and in no event do the terms of the Deed of Incorporation contradict, modify, amend or nullify the content of this Prospectus.

4.4.2 Period of activity of the Fund.

The Fund is scheduled to carry out its activity until the Legal Maturity Date, i.e. December 16, 2058, or, if not a Business Day, the first following Business Day. The Legal Maturity Date corresponds to the Payment Date immediately following thirty-six (36) months from the last maturity date of the Assets.

4.4.3 Early settlement of the Fund: Situations. Cancellation of the Fund. Actions for settlement and cancellation of the Fund.

(1) Early settlement: Situations.

Notwithstanding the provisions of section 4.4.2 above, the Manager is empowered to proceed with the Early Settlement of the Fund and, consequently, the early redemption at any time of the entire Bond issue, pursuant to the terms established in this section and under any of the following circumstances:

- (i) When at any time throughout the life of the Fund the amounts due in principal on the Loans and not collected by the Fund, together with amounts of principal not due and pending maturity of the Performing Assets (the “**Outstanding Balance of the Performing Assets**”) is less than ten percent (10%) of the Outstanding Balance of the Performing Assets at the Incorporation Date, provided that the funds obtained from the sale of the Assets pending redemption and real estate held by the Fund, as applicable, together with the balance existing at that time in the Cash Account and Interest Account, allow for total cancellation of all outstanding obligations with the bondholders, and respecting the prior payments whose order of priority takes preference in accordance with the Order of Priority of Payments for Settlement described in section 3.4.6 (d) of the Additional Building Block, provided that, if any, the necessary approvals have been obtained from the competent authorities for the purpose. For the purposes of this Prospectus, “**Performing Assets**” shall mean those assets that are not considered Non-Performing Assets. For its part, the term “**Non-Performing Assets**” shall mean for the purposes of this Prospectus, those assets Santander considers will not be recovered or that to date, have installments pending for periods equal to or greater than twelve (12) months in the payment of amounts due in the case of Loans and six (6) months in the case of Credit Lines.
- (ii) Compulsorily, in the circumstance envisaged under article 33 of Law 5/2015, which establishes the obligation to liquidate the Fund early in the event that four (4) months have transpired since an event determining the compulsory replacement of the Manager took place, as a consequence of the latter being declared insolvent (“*concurso de acreedores*”), or having its authorization revoked, according to article 27 of Law 5/2015, or, having the Manager requested its resignation to its administration and legal representation of the Fund to the CNMV, according to article 32 of Law 5/2015, not having found in any case a new manager willing to take charge of the management of the Fund, such appointment to follow the procedure described in section 3.7.3 of the Additional Building Block.
- (iii) On the first Payment Date at least six (6) months ahead of the Legal Maturity Date of the Fund, from the aforementioned date.
- (iv) In the event that the Manager has the consent and express acceptance of all the Bondholders and all those who have existing contracts with the Fund, both in relation to payment of the amounts that such Early Settlement of the Fund implies and in relation to the procedure that must be followed for such payment.

- (v) Pursuant to the terms set forth in section 3.4.3.(b) of the Additional Building Block that regulates the operation of the Liquidity Facility of the Originator, if at any time during the life of the Fund it is necessary to draw an amount equal to or greater than 5% of the Outstanding Balance of the Series A Bonds, the early settlement of the Fund will take place, providing that the amount from the sale of the Assets pending repayment, together with the balance existing at that time in the Cash Account and Interest Account, allow a total cancellation of all obligations pending with all Bondholders, and respecting the Order of Priority of Payments of Settlement as provided in section 3.4.6(d) of the Additional Building Block.

The Early Redemption of all the Bonds in any of the situations envisaged in section 4.4.3. (1) above shall be carried out in accordance with the Order of Priority of Payments for Settlement set forth in section 3.4.6 (d) of the Additional Building Block for the total outstanding balances of the Bonds from all Series, i.e. the amount of principal pending repayment (the “**Outstanding Principal Balance**”) up to the date in question, plus interest accrued and not paid from the last Payment Date through to the Early Redemption date, less, where applicable, any tax withholdings and free of expenses for the holder which shall, for all legal purposes, be deemed due and payable on the Early Redemption Date. Thus, until the total redemption of Series A Bonds has been made, the redemption of Series B, and, with regard to the redemption of Series C Bonds, as it is related to the partial release of the Reserve Fund, it could begin prior to the redemption of Series B Bonds, all of this according to the Order of Priority of Payments for Settlement regulated under section 3.4.6. (d) of the Additional Building Block.

Settlement of the Fund shall be reported beforehand to the CNMV and to the bondholders at least thirty (30) Business Days ahead of the date on which the Early Redemption is to take place, by means of relevant fact.

(2) Cancellation of the Fund

Cancellation of the Fund shall take place

- (i) Upon full repayment of the Assets pooled therein and upon full repayment of any other assets conforming its Assets ;
- (ii) Upon full payment of all its liabilities;
- (iii) Upon completion of the Early Settlement procedure envisaged in section 4.4.3.(3) below;
- (iv) Due to the arrival of the Legal Maturity Date; and
- (v) When the provisional ratings of the Bonds are not confirmed as definitive before the Subscription Period (i.e. no later than 9:00 on December 14, 2015).

In the event that any of the situations described in the foregoing sections occur, the Manager shall inform the CNMV by material fact (*hecho relevante*) and initiate the pertinent formalities for cancellation of the Fund.

(3) Actions for the settlement and cancellation of the Fund.

In order for the Fund, acting through its Manager, to liquidate and cancel the Fund and, where applicable, proceed with the Early Settlement of the Fund and Early Redemption of the Bonds in those situations explained in section 4.4.3.(1) above, and, more specifically, in order for the Fund to have sufficient liquidity to meet its payment obligations, the Manager, acting on behalf of the Fund, shall carry out any of or all the following actions:

- (i) sell the Assets for a price which may not be less than the sum of the value of the Outstanding Balance of the Performing Assets, plus interest accrued and not paid on the outstanding Performing Assets. For such purpose, the Manager shall request an offer from at least five (5) entities of those most active in the sale and purchase of similar assets, and may not sell them at a price less than the best offer received. The Originator will have a pre-emptive right to acquire said Assets under the conditions established by the Manager at the time of the settlement, effectively meaning it will enjoy preference over third parties in acquiring the Assets. In order to exercise the pre-emptive right, the Originator shall have the term of five (5) Business Days from the date on which the Manager notifies it of the relevant conditions (price, form of payment, etc.) under which the disposal of the Assets must be carried out. The offer of the Originator must at least equal the best of the offers received from the third parties.

In the event that no offer covers the value of the Outstanding Balance of the Performing Assets, plus interest accrued and not paid on those outstanding Assets, the Manager shall be obliged to accept the best offer received for the Assets among those mentioned in the previous paragraph above which, in its judgment, meets the market value thereof. For the purpose of defining the market value, the Manager may obtain any appraisal reports it deems necessary from third-party entities different from the above. If so, the Originator will also enjoy the aforementioned pre-emptive right, provided that its offer at least equals the best of those made by third parties.

Under no circumstances does this pre-emptive right imply an agreement or impose an obligation to repurchase the Assets on the part of the Originator; and/or

- (ii) sell any other assets of the Fund other than the Assets (including, if applicable, any real estate belonging to the Fund) for a price not less than market value. For the purpose of defining the market value, the Manager will request from at least one entity specializing in the appraisal or marketing of assets similar to those to be sold any appraisal reports it deems necessary, before then selling the assets in question through the procedure that yields the highest market price; and/or
- iii) compulsorily, cancelling those contracts not necessary for the process of liquidating the Fund.

The Manager shall immediately apply all amounts it has obtained from the disposal of the Assets and any other Fund assets towards payment of the various concepts, in the applicable manner and for the applicable amount and order of priority, as set forth in the Order of Priority of Payments for Settlement described in section 3.4.6. (d) of the Additional Building Block.

The early redemption of all the Bonds in any of the situations envisaged in section 4.4.3. (1) above shall be carried in the applicable manner and for the applicable amount and order of priority, as set forth in the Order of Priority of Payments for Settlement described in section 3.4.6. (d) of the Additional Building Block for the Outstanding Principal Balance up to the date in question, plus interest accrued and not paid, less, where applicable, any tax withholdings and free of expenses for the holder on that early redemption date. Accordingly, until the total redemption of Series A Bonds has been made, the redemption of Series B Bonds will not be performed, and, with regard to the redemption of the Series C Bonds, as it is related to the partial release of the Reserve Fund, it could begin prior to the redemption of Series B will not be performed, in accordance with the Order of Priority of Payments for Settlement regulated under section 3.4.6. (d) of the Additional Building Block.

If, once the Fund has been liquidated and all scheduled payments made pursuant to the Order of Priority of Payments for Settlement regulated under section 3.4.6.(d) of the Additional Building Block, any remainder exists or if any judicial or notary procedures brought as a consequence of the non-payment by any Debtor of the Assets remains outstanding (all the foregoing in accordance with the provisions of section 3.4.5.a) of the Additional Building Block), Santander will be entitled to both the remainder and the continuation and/or proceeds of the corresponding ruling under the aforementioned proceedings.

In any case, the Manager, acting on behalf of the Fund, shall not cancel the Fund until it has liquidated the Assets and any other remaining Fund assets (including, if applicable, real estate belonging to the Fund) and distributed the Fund's liquid funds, following the Order of Priority of Payments for Settlement envisaged in section 3.4.6. (d) of the Additional Building Block.

Once the maximum term of six (6) months has elapsed from the settlement of the Assets and any other remaining assets of the Fund (including, if applicable, real estate belonging to the Fund) and from the distribution of the liquid funds, the Manager shall execute an official attestation before a notary public declaring (a) the Fund to be cancelled, and stating the underlying causes of the cancellation as envisaged in this Registration Document; (b) the procedure employed for notifying the holders of the Bonds and the CNMV; and (c) the distribution of the liquid amounts of the Fund following the Order of Priority of Payments for Settlement envisaged under section 3.4.6. (d) of the Additional Building Block. The Manager shall likewise comply with any such further administrative formalities as may be applicable. The Manager shall send this notarized attestation to the CNMV.

In the event that the cause of termination stated under section 4.4.3. (2)(v) above should arise (that is, if the provisional ratings of the Bonds are not confirmed as definitive before the Subscription Period), the incorporation of the Fund and the issue of the Bonds and the contracts executed by the Manager, acting on behalf of the Fund, shall be terminated, except for the Subordinated Loan Agreement, against which the incorporation and issue expenses incurred by the Fund shall be paid. Said termination shall be reported forthwith to the CNMV and, once one (1) month from the cause for termination of the incorporation of the Fund has transpired, the Manager shall execute before a notary public the attestation, which it shall send to the

CNMV, Iberclear, AIAF and the Rating Agencies, declaring the cancellation of the Fund and the cause thereof.

4.5 Domicile and legal status of the Issuer. Applicable legislation.

a) Domicile of the Fund.

The Fund has no registered office because it lacks legal status. For all purposes, the Fund's registered office is deemed to be that of the Manager:

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

Ciudad Grupo Santander
Avenida de Cantabria, s/n
28660 Boadilla del Monte (Madrid)
Telephone: +34 912 893 297

b) Legal status of the Fund.

The Fund shall establish a pool of assets and liabilities without separate legal status, being open in terms of the assets until the integral and complete repayment of the Credit Lines insofar as any upward variations occurring to the Credit Lines are assigned to the Fund as detailed in section 3.4.3.b) of the Additional Building Block, and closed in terms of its liabilities, in accordance with the provisions of article 21 of Law 5/2015.

c) Applicable legislation and country of incorporation.

The incorporation of the Fund and the issue of the Bonds charged against, has taken place in accordance with the laws of Spain, and, specifically, in accordance with the legal system set forth in (i) of Law 5/2015 and implementing provisions; (ii) the consolidated text of the Securities Market Law approved by the Royal Legislative Decree 4/2015, of October 23, (iii) Royal Decree 1310/2005, of November 4, which partially develops the Law 24/1988, of July 28, of the Securities Market Law, with regard to the admission to trading of securities in secondary official markets, of initial public offerings or underwriting and its required prospectus to this effect; (iv) Royal Decree 116/1992 of February 14 on the representation of book-entry securities and the clearing and settlement of stock market operations, (v) Royal Decree 878/2015, of October 2, 2015, on the clearing, settlement and registration of negotiable securities represented by book entries, (vi) Order of the Ministry of Economy and Finance 3537/2005 and; (vii) other legal and regulatory provisions in force and applicable from time to time.

This Prospectus has been prepared pursuant to the standard forms envisaged in Commission Regulation (EC) No 809/2004 of April 29, 2004, relating to the application of Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in the prospectus, as well as the format, inclusion by reference, the publication of such prospectus and the dissemination of advertisements, as amended under Delegated Regulation (EC) No. 486/2012, of March 30, of the Commission and Delegated Regulation (EC) No. 862/2012 of June 4, 2012, of the Commission.

d) Tax system of the Fund.

The tax system applicable to the Asset Securitization Funds is the general system contained in the Law 27/2014 of November 27 on Corporate Income Tax Law and its implementing regulations, subject to the specific peculiarities of Law 5/2015; of

the Consolidated Text of the Law on Transfer Tax and Stamp Duty approved by Royal Legislative Decree 1/1993 of September 24; of Law 37/1992 of December 28, on Value Added Tax; modified by Law 28/2014 of November 27; of Law 3/1994 as per the wording given by Final Provision One of Law 41/2007 and Law 5/2015, all of which essentially define the following fundamental principles:

- (i) The Fund is exempt from the concept of “Corporate Transactions” (*Operaciones Societarias*) under Transfer Tax and Stamp Duty (article 45.I.B.20.4 of the Revised Text of the Law on Transfer Tax and Stamp Duty) in relation to its incorporation and any other corporate transaction falling under this concept.
- (ii) In accordance with article 7.1.h) of Law 27/2014, the Fund is subject to corporate income tax. The amount subject to this tax is calculated in accordance with the provisions of Section IV of said law at the rate in force at each moment, which at present is twenty-eight per cent (28%) for tax periods beginning during 2015, and for tax periods beginning as from 2016, twenty-five per cent (25%).

In this regard, rule 13 of Circular 2/2009, as drafted in Circular 4/2010, of October 14, both from the Spanish National Securities Market Commission (CNMV), sets forth the criteria through which securitization funds must carry out the pertaining value adjustments resulting from drops in the value of the financial assets. Article 13.1 of Law 27/2014, applicable to tax periods beginning from January 1, 2015 onward, refers to Royal Decree 634/2015, in force since July 12, that in Chapter III regulates the circumstances determining the deductibility of value adjustments made on account of losses in the value of debt securities valued at amortized cost in securities funds referred to in Section III of Law 5/2015.

Until such regulations are established, the aforementioned Law 2/2010 has introduced Transitory Provision Thirty-One in the revised text of the Law on Corporate Income Tax, such provision envisaging a temporary taxation system whereby the criteria established for credit institutions on the deductibility of the specific hedging of customer insolvency risk will apply.

Furthermore, in accordance with Article 16.6 of Law 27/2014, the limitation on deductibility of financial costs for the tax periods beginning as from January 1, 2015 shall not apply to the Fund.

- (iii) The investment yield of the Fund is subject to the general system of corporate income tax withholdings, pursuant to article 61.K) of the Corporate Income Tax Regulations, as enacted by Royal Decree 634/2015, of July 10, which states that tax will not be withheld on “*returns on stakes in mortgages, loans and other credit rights that constitute income for securitization funds*”.
- (iv) The management services rendered by the Manager to the Fund shall be exempt from Value Added Tax (article 20.1.18 n) of the Law on Value Added Tax).
- (v) The posting and assignment of security is subject to the general corporate income tax system, with no exceptions made for Securitization Funds.
- (vi) The issuance, subscription, transfer, redemption and repayment of the Bonds, depending on whether the investor is a corporation for the purposes of Value

Added tax, will be “not subject” or “exempt”, according to each case, from Value Added Tax (article 20.1.18 of the Value Added Tax Law) and Transfer Tax/Stamp Duty (article 45.I.B.15 of the revised text of the Law on Transfer Tax and Stamp Duty).

- (vii) The transfer to the Fund of the Mortgage Transfer Certificates, of the credit rights derived from the Non-Mortgage Loans and Credit Lines is subject to and exempt from Value Added Tax (article 20.1.18 of the Value Added Tax Law).

The transfer to the Fund of Mortgage Transfer Certificates, of the credit rights arising from Non-Mortgage Loans and Credit Lines will not be subject to “*Property Transfer Tax*” under the Law on Transfer Tax and Stamp Duty in accordance with that set forth in article 7.5 of the revised text of the Law on Transfer Tax and Stamp Duty.

The transfer to the Fund of Mortgage Transfer Certificates will be exempt from “*Stamp Duty*” on notary documents under the Transfer Tax/Stamp Duty pursuant to the terms of Law 2/1981 of March 25 and associated regulations and the revised text of the Law on Transfer Tax and Stamp Duty and associated regulations.

The transfer to the Fund of the credit rights arising from the Non-Mortgage Loans and Credit Lines will not be subject to “*Stamp Duty*”, with regard to notary documents under Transfer Tax and Stamp Duty, insofar as the requirements set forth in article 31.2 of the revised text of the Law on Transfer Tax and Stamp Duty are not met.

- (viii) The Fund must honor the reporting obligations, among others, stipulated in Additional Provision One of Law 10/2014, of June 26, on the regulation, supervision and solvency of credit institutions. The reporting obligations and procedures have been regulated by articles 42, 43 and 44 of the General Regulations on tax management and inspections approved by Royal Decree 1065/2007 of July 27.

4.6 Description of the amount of the Fund’s authorized and issued capital.

Not applicable.

5. BUSINESS OVERVIEW

5.1 Brief description of the Issuer’s principal activities.

The Issuer is a securitization fund and, as such, its principal business consists of acquiring the Assets from Santander and issuing the Bonds. Thus, through this transaction, the payment of the future flows pertaining to the Loans and the Credit Lines is advanced to Santander, i.e. Assets that were not liquid at the time of assignment to the Fund become so to Santander.

Interest income and income from repayment of the Loans and acquired Credit Lines received by the Fund will be applied quarterly, at each Payment Date, to the payment of interest and the repayment of principal of the Bonds issued in accordance with the specific terms of each of the Series into which the Bond issue is divided and the order of priority established for Fund payments.

Likewise, the Manager, in the name and on behalf of the Fund, will arrange a number of financial transactions and services in order to consolidate the financial structure of the Fund, increase the security or regularity of payments on the Bonds, cover the time gaps between the

calendar of payments of principal and interest on the Loans and the Credit Lines and Bonds and, in general, allow the financial transformation to take place in the Fund between the financial features of the Loans and the Credit Lines and the financial features of each Bond Series.

5.2 General overview of the parties to the securitization program.

- a) SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is intervening as the Fund's Manager; as the coordinating entity of the Rating Agencies, of relations with the supervisory authorities and market operators; as legal and financial adviser in relation to the structure of the operation and likewise, with regard to the management of the Assets derived from the Non-Mortgage Loans and Credit Lines, in accordance with the provisions of article 26.1 b) of Law 5/2015, undertakes to exercise the administration and management thereof, without prejudice to the delegation that such administration and management may confer to Banco Santander, S.A.

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is a Securitization Fund Manager having registered offices at Ciudad Grupo Santander, Avenida de Cantabria sin número, 28660 Boadilla del Monte (Madrid), and holder of Tax Identification Code A-80481419. A brief description of the company is provided under section 6 of the Registration Document and section 3.7.2 of the Additional Building Block.

No rating agency has awarded the Manager a rating.

- b) BANCO SANTANDER, S.A. ("**Santander**") is intervening as the Originator of the Assets, issuer of Mortgage Transfer Certificates, full Subscriber of the Bonds of each Series, Lead Manager of the Bond issue, Paying Agent and counterparty of the Fund under the Subordinated Loan Agreement, the Liquidity Facility and the Guaranteed Rate Reinvestment Agreements. Banco Santander shall also be appointed by the Manager of the Non-Mortgage Loans and Credit Lines according to article 26.1.B) of Law 5/2015 and, pursuant to the provisions under the Law 2/1981, as well as the provisions of article 26.3 of Royal Decree 716/2009, acts as the Manager of the Mortgage Loans.

As Lead Manager, it performs the following task as provided for in article 35.1 of Royal Decree 1310/2005:

- Receive instructions from the Manager in order to conduct the operations regarding the design of the timing and financial conditions of the issue, as well as for the coordination with market operators.

BANCO SANTANDER, S.A. is a Spanish lending institution having registered offices in Santander, at Paseo de Pereda 9-12, 39004, with its operational headquarters located at Ciudad Grupo Santander, Avenida de Cantabria sin número, 28660 Boadilla del Monte (Madrid), and holder of Tax Identification Number A-39000013 and C.N.A.E. 651. A brief description of the company is provided under section 3.5 of the Additional Building Block.

The ratings of Santander's non-subordinated and non-guaranteed short and long-term debt, as assigned by the rating agencies and currently in force, are:

- DBRS Ratings Limited: A (long-term) (confirmed in July 2015) and R-1 (low) (short-term) (confirmed in July 2015) with stable outlook.

- Standard & Poor’s Credit Markets Services Europe Limited, Sucursal en España: A- (long-term) (confirmed in October 2015) and A-2 (short-term) (confirmed in October 2015) with stable outlook.
 - Moody’s Investors Service España, S.A.: A3 (long-term) (confirmed in June 2015) and P-2 (short-term) (confirmed in June 2015) with a stable outlook.
 - Fitch Ratings España, S.A.U.: A- (high) (long-term) (confirmed in July 2014) and F2 (short-term) (confirmed in July 2014), with a stable outlook.
 - Scope Ratings AG: A+ (long-term) (confirmed in March 2015) and S-1 (short-term) (confirmed in March 2015) with stable outlook.
- c) DBRS RATINGS LIMITED (“**DBRS**”) is intervening as credit rating agency of the Bonds.
- DBRS is a credit rating agency with registered address at 1 Minster Court 10th Floor, Mincing Lane, London EC3R 7AA, United Kingdom.
- d) MOODY’S INVESTORS SERVICE ESPAÑA, S.A. (“**Moody’s**”) is intervening as credit rating agency of the Bond.
- Moody’s is a Spanish subsidiary of the Moody’s Investors Service credit agency, with registered address in Madrid at calle Príncipe de Vergara, 131, 6th floor, 28002 and Tax Identification Number A-80448475.
- e) SCOPE RATINGS A.G. (“**Scope**”) is intervening as credit rating agency of the Bond.
- Scope is a credit rating agency with registered address at Lennéstraße 5, D-10785 Berlin, Germany and Tax Identification Number DE222618588.
- The aforementioned rating agencies were registered and authorized by the European Securities & Markets Authority (“**ESMA**”) on October 31, 2011, with the exception of Scope which was registered on May 24, 2011, as credit rating agencies of the European Union in accordance with the provisions of Regulation (EC) No 1060/2009 of the European Parliament and of the Council dated September 16, 2009 on credit rating agencies.
- f) CUATRECASAS GONÇALVES PEREIRA, S.L.P. is intervening as the legal advisor on the structure of the operation and has reviewed the legal aspects and tax regime applicable to the Fund as contained in section 4.5 d) of the Registration Document.
- CUATRECASAS GONÇALVES PEREIRA, S.L.P. is a limited liability company incorporated in Spain, holding Tax Identification Number B-59942110, having registered address at Paseo de Gracia 111, 08008, Barcelona and filed with the Barcelona Mercantile Registry on page 23850, section 8, folio 30, volume 37673.
- g) DELOITTE, S.L. is intervening as auditor of the Fund and of the assignable portfolio.
- Deloitte, S.L. is an audit firm having registered offices in Madrid, at Torre Picasso, Plaza Pablo Ruiz Picasso, s/n, holder of Tax Identification Number B-79104469, and registered with the Official Registry of Certified Public Accountants (*Registro Oficial de Auditores de Cuentas; R.O.A.C.*) under number S0692.

For the purpose of article 5 of the consolidated text of the Securities Market Law approved by the Royal Legislative Decree 4/2015, SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A.

is part of the SANTANDER GROUP. For these purposes see sections 6.7 and 6.10 of the Registration Document.

There is no knowledge of the existence of any other relationship involving direct or indirect ownership or control between the aforesaid legal entities participating in the securitization process.

6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES OF THE MANAGER

6.1 Corporate bodies of the Manager

In accordance with Law 5/2015, Securitization Funds lack separate legal status. Securitization Fund Managers are entrusted with the incorporation, administration and legal representation thereof, as well as the representation and defense of the interests of the holders of the securities issued against the funds they administer and of the remaining ordinary creditors thereof.

By virtue of the foregoing, this section provides information on SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. in its capacity as the Manager charged with the incorporation, administration and representation of the securitization fund FONDO DE TITULIZACIÓN PYMES SANTANDER 12.

a) Name and business address.

- Corporate name: SANTANDER DE TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A.
- Business address: Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte (Madrid).
- Tax Identification Number: A-80481419
- C.N.A.E. (Spanish economic activity code): 8199

b) Incorporation and registration with Mercantile Registry and information relating to administrative authorizations and registration with the Comisión Nacional del Mercado de Valores (*Spanish Securities Market Commission*).

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. was incorporated by public deed executed on December 21, 1992 before Madrid Notary Public Francisco Mata Pallarés, under number 1310 of his protocol, following the prior authorization of the Ministry of Economy and Finance awarded on December 1, 1992. It is registered with the Mercantile Registry of Madrid under volume 4789, folio 75, page M-78658, entry 1. The company is likewise recorded on the special registry of the CNMV, under number 1.

In addition, the Manager amended its Bylaws by resolution of its Board of Directors adopted on June 15, 1998, formalized in a public deed authorized by Madrid Notary Public Roberto Parejo Gamir on July 20, 1998, under number 3070 of his protocol, in order to bring the company in line with the requirements established for Asset Securitization Fund Managers by Royal Decree 926/1998. Such amendment was authorized by the Ministry of Economy and Finance on July 16, 1998, in accordance with the terms of the Sole Transitory Provision of the aforesaid Royal Decree 926/1998.

The Management Company changed its corporate name in several occasions, having accepted its current name “SANTANDER DE TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A.” by virtue of public deed before

the Notary Public of Madrid, Mr. José María Mateos Delgado, on March 8, 2004, with number 622 of his official records, which was registered in the Commercial Registry of Madrid under Volume 4,789, Folio 93, Section 8, Page M-78658, Entry 30th.

The Management Company transferred its registered office to its current one by virtue of public deed before the Notary Public of Madrid, Mr. José María Mateos Delgado, on July 2, 2004, with number 1,902 of his official records.

Finally, the Management Company amended its Bylaws by virtue of public deed before the Notary Public of Madrid, Mr. José María Mateos Delgado, on December 20, 2013, with number 4.789 of his official records, in order for the Management Company to assume the management and representation of Asset Bank Funds ("*Fondos de Activos Bancarios*").

The duration of the Manager is indefinite, except in the event of any of the causes where legal and statutory provisions may call for dissolution.

According to the Transitory Provision Six of Law 5/2015, the Management Company will comply with the new requirements under article 29.1.d) of Law 5/2015, in this regard, within 18 months after the enactment of the aforementioned Law (that is, from April 28, 2015).

6.2. Audit of accounts.

The annual accounts of the Manager for the fiscal years closed on December 31, 2012, 2013 and 2014 were audited by the firm Deloitte, S.L. and deposited with the Mercantile Registry of Madrid. Unqualified audit reports were issued for each of aforementioned fiscal years.

6.3. Principal activities.

As required by law, article two of the Manager's Bylaws states that: "the company shall have as its exclusive purpose the incorporation, administration and legal representation of (i) Mortgage Securitization Funds under the terms of article six of Law 19/1992, of July 7, on the system governing real estate investment companies and funds, mortgage securitization funds; (ii) asset securitization funds, in accordance with the provisions of article 12, point 1, of Royal Decree 926/1998, of May 14, regulating asset securitization funds and securitization fund managers and (ii) of Banking Assets Funds (BAFs) pursuant to the provisions of Chapter IV of Royal Decree 1559/2012, of November 15, establishing the legal regime for Asset Management Companies. As a manager of third-party businesses, it is responsible for representing and defending the interests of the holders of the securities issued against the Funds it administers and the Fund investors, and for carrying out the other duties attributed to securitization fund managers by current law in force with regard to securitization funds and banking assets funds".

On March 27, 2014 the Executive Committee of the CNMV authorized the amendment of Article 2 of the bylaws of Santander de Titulización S.G.F.T. S.A. in order to validate its authority to take over the management and representation of Banking Asset Funds, as is currently established in the aforementioned article. This amendment of the bylaws was unanimously adopted at the shareholders' meeting for the Manager of December 13, 2013. The resolution of the shareholders' meeting was submitted to the corresponding Mercantile Registry and its registration was approved and executed by the corresponding Registrar on June 2, 2014, in volume 4,789, folio 116, section 8, page M-78658 and entry 58. The total assets managed by the Manager at October 31, 2015 are as follows:

MORTGAGE-BACKED FUNDS (<i>Fondo de Titulización Hipotecaria, or FTH</i>)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTH UCI 5	Series A	12,300,784.10	Euribor 3M + 0.23%	Moody's	06/03/1999	€265,000,000.00
	Series B	2,649,999.60	Euribor 3M + 0.625%			
	Total	€14,950,783.70				
FTH HIPOTEBANSA XI	Series A	151,378,115.20	Euribor 3M + 0.24%	S&P / Moody's	11/26/2002	€1,062,000,000.00
	Series B	9,082,688.44	Euribor 3M + 0.45%			
	Total	€160,460,803.64				
FTH UCI 10	Series A	129,695,790.00	Euribor 3M + 0.16%	S&P	05/14/2004	€700,000,000.00
	Series B	8,278,454.10	Euribor 3M + 0.50%			
	Total	€137,974,244.10				
FTH UCI 12	Series A	258,199,520.96	Euribor 3M + 0.15%	S&P	05/30/2005	€900,000,000.00
	Series B	9,000,000.00	Euribor 3M + 0.27%			
	Series C	23,800,000.00	Euribor 3M + 0.60%			
	Total	€290,999,520.96				
	TOTAL FTH	€604,385,352.40				€2,927,000,000.00

ASSET-BACKED FUNDS (<i>Fondo de Titulización de Activos, or FTA</i>)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA UCI 6	Series A	31,677,926.98	Euribor 3M + 0.295%	Moody's	06/19/2000	€457,000,000.00
	Series B	4,569,934.90	Euribor 3M + 0.775%			
	Total	€36,247,861.88				
FTA UCI 7	Series A	41,192,083.92	Euribor 3M + 0.250%	S&P / Moody's	10/25/2001	€455,000,000.00
	Series B	3,412,500.50	Euribor 3M + 0.700%			
	Total	€44,604,584.42				
FTA HIPOTEBANSA X	Series A	78,153,737.97	Euribor 3M + 0.21%	S&P / Moody's	03/04/2002	€917,000,000.00
	Series B	6,877,500.51	Euribor 3M + 0.55%			
	Total	€85,031,238.48				
FTA UCI 8	Series A	61,096,336.44	Euribor 3M + 0.220%	S&P / Moody's	06/24/2002	€600,000,000.00
	Series B	4,499,999.46	Euribor 3M + 0.600%			
	Total	€65,596,335.90				

ASSET-BACKED FUNDS (<i>Fondo de Titulización de Activos, or FTA</i>)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA UCI 9	Series A	167,844,345.01	Euribor 3M + 0.265%	S&P España / Moody's España	06/16/2003	€1,250,000,000.00
	Series B	12,778,084.00	Euribor 3M + 0.65 %			
	Series C	2,818,695.28	Euribor 3M + 1.20 %			
	Total	€183,441,124.29				
FTA SANTANDER HIPOTECARIO 1	Series A	297,987,056.64	Euribor 3M + 0.18%	S&P / Moody's	06/11/2004	€1,875,000,000.00
	Series B	53,400,000.00	Euribor 3M + 0.30%			
	Series C	46,900,000.00	Euribor 3M + 0.50%			
	Series D	56,300,000.00	Euribor 3M + 0.95%			
	Total	€454,587,056.64				
FTA FTPYME SANTANDER 2	Series A	0.00	Euribor 3M + 0.20%	S&P	10/21/2004	€1,850,000,000.00
	Series B	0.00	Euribor 3M + 0.00%			
	Series C	79,233,608.70	Euribor 3M + 0.30%			
	Series D	58,500,000.00	Euribor 3M + 0.70%			
	Series E	58,500,000.00	Euribor 3M + 1.50%			

ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
	Total	€196,233,608.70				
FTA UCI 11	Series A	180,738,561.36	Euribor 3M + 0.14%	S&P	11/17/2004	€850,000,000.00
	Series B	6,000,000.00	Euribor 3M + 0.33%			
	Series C	22,900,000.00	Euribor 3M + 0.75%			
	Total	€209,638,561.36				

ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA SANTANDER EMPRESAS 1	Series A1	0.00	Euribor 3M + 0.02%	S&P / Fitch	10/27/2005	€3,100,000,000.00
	Series A2	0.00	Euribor 3M + 0.12%			
	Series B	0.00	Euribor 3M + 0.21%			
	Series C	0.00	Euribor 3M + 0.29%			
	Series D	170,394,375.25	Euribor 3M + 0.59%			
	Total	€170,394,375.25				
FTA UCI 14	Series A	431,422,531.00	Euribor 3M + 0.15%	S&P / Fitch	11/30/2005	€1,350,000,000.00
	Series B	34,100,000.00	Euribor 3M + 0.29%			
	Series C	38,400,000.00	Euribor 3M + 0.58%			
	Total	€503,922,531.00				
FTA UCI 15	Series A	510,243,889.16	Euribor 3M + 0.14%	S&P / Fitch a	04/28/2006	€1,430,000,010.22
	Series B	32,900,000.00	Euribor 3M + 0.27%			
	Series C	56,500,000.00	Euribor 3M + 0.53%			
	Series D	21,600,000.00	Euribor 3M + 0.58%			
	Total	€621,243,889.16				
FTA SANTANDER HIPOTECARIO 2	Series A	569,917,675.95	Euribor 3M + 0.15%	S&P / Moody's	06/30/2006	€1,955,000,000.00
	Series B	51,800,000.00	Euribor 3M + 0.20%			
	Series C	32,300,000.00	Euribor 3M + 0.30%			
	Series D	49,800,000.00	Euribor 3M + 0.55%			
	Series E	19,600,000.00	Euribor 3M + 2.10%			
	Series F	17,600,000.00	Euribor 3M + 1.00%			
	Total	€741,017,675.95				
FTA UCI 16	Series A1	0.00	Euribor 3M + 0.06%	S&P España / Fitch España	10/18/2006	€1,800,000,000.00
	Series A2	735,040,257.84	Euribor 3M + 0.15%			
	Series B	72,000,000.00	Euribor 3M + 0.30%			
	Series C	41,400,000.00	Euribor 3M + 0.55%			
	Series D	9,000,000.00	Euribor 3M + 2.25%			
	Series E	19,800,000.00	Euribor 3M + 2.30%			
	Total	€877,240,257.84				
FTA PYMES BANESTO 2	Series A1	0.00	Euribor 3M + 0.13%	S&P España / Moody's España / Fitch España	11/17/2006	€1,000,000,000.00
	Series A2	50,602,688.82	Euribor 3M + 0.16%			
	Series B	24,300,000.00	Euribor 3M + 0.27%			
	Series C	34,000,000.00	Euribor 3M + 0.54%			
	Total	€108,902,688.82				
FTA SANTANDER FINANCIACION 1	Series A	0.00	Euribor 3M + 0.15%	S&P / Moody's	12/14/2006	€1,900,000,000.00
	Series B	0.00	Euribor 3M + 0.20%			
	Series C	5,061,312.70	Euribor 3M + 0.30%			
	Series D	47,500,000.00	Euribor 3M + 0.55%			
	Series E	26,600,000.00	Euribor 3M + 2.10%			
	Series F	14,300,000.00	Euribor 3M + 1.00%			
	Total	€93,461,312.70				

ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA SANTANDER EMPRESAS 2	Series A1	0.00	Euribor 3M + 0.05%	Fitch / Moody's	12/14/2006	€2,900,000,000.00
	Series A2	0.00	Euribor 3M + 0.16%			
	Series B	0.00	Euribor 3M + 0.22%			
	Series C	45,855,073.95	Euribor 3M + 0.32%			
	Series D	59,500,000.00	Euribor 3M + 0.55%			
	Series E	29,000,000.00	Euribor 3M + 2.10%			
	Series F	53,700,000.00	Euribor 3M + 0.50%			
Total		€188,055,073.95				
FTA SANTANDER HIPOTECARIO 3	Series A1	208,950,512.71	Euribor 3M + 0.06%	Fitch / Moody's	04/04/2007	€2,800,000,000.00
	Series A2	745,591,770.00	Euribor 3M + 0.14%			
	Series A3	203,343,210.00	Euribor 3M + 0.20%			
	Series B	79,200,000.00	Euribor 3M + 0.22%			
	Series C	47,500,000.00	Euribor 3M + 0.30%			
	Series D	72,000,000.00	Euribor 3M + 0.55%			
	Series E	28,000,000.00	Euribor 3M + 2.10%			
Series F	22,400,000.00	Euribor 3M + 0.50%				
Total		€1,406,985,492.71				
FTA UCI 17	Series A1	0.00	Euribor 3M + 0.10%	S&P / Fitch	05/07/2007	€1,415,400,000.00
	Series A2	667,833,096.90	Euribor 3M + 0.18%			
	Series B	72,800,000.00	Euribor 3M + 0.35%			
	Series C	28,000,000.00	Euribor 3M + 0.60%			
	Series D	15,400,000.00	Euribor 3M + 2.25%			
Total		€784,033,096.90				

ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)							
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE	
FTA SANTANDER EMPRESAS 3	Series A1	0.00	Euribor 3M + 0.08%	S&P / Moody's	05/28/2007	€3,500,000,000.00	
	Series A2	56,380,860.00	Euribor 3M + 0.17%				Fitch
	Series A3	24,044,733.25	Euribor 3M + 0.25%				
	Series B	39,700,000.00	Euribor 3M + 0.28%				
	Series C	117,300,000.00	Euribor 3M + 0.32%				
	Series D	70,000,000.00	Euribor 3M + 0.65%				
	Series E	45,500,000.00	Euribor 3M + 2.30%				
Series F	45,500,000.00	Euribor 3M + 0.50%					
Total		€398,425,593.25					
FTA PITCH	Series 1	1,200,000,000.00	5.1353%	S&P / Moody's	07/17/2007	€1,200,000,000.00	
Total		€1,200,000,000.00					
FTA UCI 18	Series A	776,171,241.45	Euribor 3M + 0.32%	S&	02/27/2008	€1,700,000,000.00	
	Series B	38,300,000.00	Euribor 3M + 0.60%				
	Series C	21,200,000.00	Euribor 3M + 1.20%				
	Series D	23,000,000.00	Euribor 3M + 2.20%				
Total		€858,671,241.45					

ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA SANTANDER 2	Promissory Notes	€1,000,000.00		S&P / Fitch	11/27/2008	€500,000,000.00
FTA EMPRESAS BANESTO 5	Series A	32,507,596.80	Euribor 3M + 0.70%	Moody's	09/13/2010	€1,600,000,000.00
	Series B	96,000,000.00	Euribor 3M + 1.20%	DBRS		
	Series C	160,000,000.00	Euribor 3M + 2.00%			
	Total	€288,507,596.80				
FTA SANTANDER HIPOTECARIO 7	Series A	896,548,320.00	Euribor 3M + 0.65%	Moody's España	07/22/2011	€1,800,000,000.00
	Series B	360,000,000.00	Euribor 3M + 1.30%	DBRS		
	Series C	359,700,000.00	Euribor 3M + 0.65%			
	Total	€1,616,248,320.00				
FTA SANTANDER CONSUMER SPAIN	Series A	0.00	Euribor 3M + 1.40%	Moody's España / FITCH	12/07/2011	€795,000,000.00
	Series B	71,485,332.60	Euribor 3M + 1.70%			
	Series C	63,600,000.00	Euribor 3M + 2.00%			
	Series D	117,300,000.00	Euribor 3M + 0.65% + extra part			
	Total	€252,385,332.60				
FTA SANTANDER HIPOTECARIO 8	Series A	402,227,840.00	Euribor 3M + 0.65%	Moody's España /	12/15/2011	€800,000,000.00
	Series B	160,000,000.00	Euribor 3M + 1.00%	DBRS		
	Series C	160,000,000.00	Euribor 3M + 0.65% + extra part			
	Total	€722,227,840.00				
FTA PYMES SANTANDER 3	Series A	37,470,901.12	Euribor 3M + 0.30%	S&P	07/17/2012	€1,570,000,000.00
	Series B	266,900,000.00	Euribor 3M + 0.50%	DBRS		
	Series C	314,000,000.00	Euribor 3M + 0.50% + extra part			
	Total	€618,370,901.12				
FTA PYMES SANTANDER 4	Series A	0.00	Euribor 3M + 0.30%	Moody's	11/13/2012	€2,650,000,000.00
	Series B	287,505,111.75	Euribor 3M + 0.50%	DBRS		
	Series C	530,000,000.00	Euribor 3M + 0.50% + extra part			
	Total	€817,505,111.75				
SANTANDER CONSUMER SPAIN	Series A	121,668,490.00	Fixed Rate 3.00%	Moody's Fitch	11/20/2012	€500,000,000
	Total	€121,668,490.00				
FTA PYMES SANTANDER 5	Series A	126,935,352.00	Euribor 3M + 1.00%	Moody's	05/14/2013	€1,710,000,000.00
	Series B	342,000,000.00	Euribor 3M + 1.10%	DBRS		
	Series C	342,000,000.00	Euribor 3M + 0.50%			
	Total	€810,935,352.00				
FTA SANTANDER	Series A	395,704,969.38	Euribor 3M + 0.30%	Moody's	06/25/2013	€767,000,000.00
	Series B	162,500,000.00	Euribor 3M + 0.40%	DBRS		
	Series C	117,000,000.00	Euribor 3M + 0.50% + extra part			
	Total	€675,204,969.38				
FTA PYMES BANESTO 3	Series A	34,891,333.47	Euribor 3M + 0.30%	S&P	01/21/2013	€490,000,000.00
	Series B	63,700,000.00	Euribor 3M + 0.50%	DBRS		

ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
	Series C	98,000,000.00	Euribor 3M + 0.50%			
	Total	€196,591,333.47				
SANTANDER CONSUMER SPAIN	Series A	242,030,559.48	Fixed Rate 3.00%	Moody's Fitch	10/16/2013	€500,000,000.00
	Total	€242,030,559.48				
FTA PYMES SANTANDER 6	Series A	100,213,026.30	Euribor 3M + 1.50%	S&P	11/19/2013	€340,000,000.00
	Series B	105,400,000.00	Euribor 3M + 1.60%	DBRS		
	Series C	68,000,000.00	Euribor 3M + 0.50%			
	Total	€273.613.026.30				
FTA PYMES SANTANDER 7	Series A	11,449,432.00	Euribor 3M + 1.00%	Moody's	11/25/2013	€1,700,000,000.00
	Series B	340,000,000.00	Euribor 3M + 1.10%	DBRS		
	Series C	340,000,000.00	Euribor 3M + 0.50%			
	Total	€691,449,432.00				
FTA PYMES SANTANDER 8	Series A	318,240,017.00	Euribor 3M + 0.40%	Moody's	05/20/2014	€1,550,000,000.00
	Series B	232,500,000.00	Euribor 3M + 0.50%	DBRS		
	Series C	310,000,000.00	Euribor 3M + 0.50%			
	Total	€860,740,017.00				
FTA PYMES SANTANDER 9	Series A	226,441,639.00	Euribor 3M + 0.75%	S&P	05/20/2014	€500,000,000.00
	Series B	168,300,000.00	Euribor 3M + 0.80%	DBRS		
	Total	€394,741,639.00				
FTA RMBS SANTANDER 1	Series A	812,979,938.09	Euribor 3M + 0.90%	Moody's	06/23/2014	€1,495,000,000.00
	Series B	338,000,000.00	Euribor 3M + 1.30%	DBRS		
	Series C	195,000,000.00	Euribor 3M + 0.65%			
	Total	€1,345,979,938.09				
FTA RMBS SANTANDER 2	Series A	2,137,108,796.91	Euribor 3M + 0.30%	Moody's	07/14/2014	€3,450,000,000.00
	Series B	480,000,000.00	Euribor 3M + 0.40%	DBRS		
	Series C	450,000,000.00	Euribor 3M + 0.50%			
	Total	€3,067,108,796.91				
FTA RMBS SANTANDER 3	Series A	4,579,617,899.52	Euribor 3M + 0.58%	Moody's	11/17/2014	€7,475,000,000.00
	Series B	1,105,000,000.00	Euribor 3M + 0.63%	DBRS		
	Series C	975,000,000.00	Euribor 3M + 0.65%			
	Total	€6,659,617,899.52				
FTA SCS AUTO 2014-1	Series A	703,000,000.00	Fixed rate 2.00%	Fitch	11/26/2014	€798,000,000.00
	Series B	27,400,000.00	Fixed Rate 2.50%	DBRS		
	Series C	15,200,000.00	Fixed rate 3.50%			
	Series D	14,400,000.00	Fixed rate 5.00%			
	Series E	38,000,000.00	Fixed rate 5.00%			
	Total	€798,000,000.00				
FTA PYMES SANTANDER 10	Series A	1,115,837,124.30	Euribor 3M + 0.35%	Moody's	11/28/2014	€4,560,000,000.00
	Series B	893,000,000.00	Euribor 3M + 0.60%	DBRS		
	Series C	760,000,000.00	Euribor 3M + 0.65%	Scope Ratings		
	Total	€2,768,837,124.30				
FTA RMBS PRADO 1	Series A	342,000,000.00	Euribor 3M + 0.90%	Moody's	05/28/2015	€450,000,000.00
	Total	€342,000,000.00				
FTA SANTANDER 4	RMBS Series A	2,360,000,000.00	Euribor 3M + 0.60%	DBRS	06/26/2015	€2,950,000,000.00

ASSET-BACKED FUNDS (<i>Fondo de Titulización de Activos, or FTA</i>)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
	Series B	590,000,000.00	Euribor 3M + 0.63%	S&P		
		147,500,000.00	Euribor 3M + 0.65% + Extra part	Scope Ratings		
	Total	€3,097,500,000.00				
FTA SANTANDER 11	PYMES Series A	2,681,300,000.00	Euribor 3M + 0.25%	DBRS	05/19/2015	€3,575,000,000.00
	Series B	893,700,000.00	Euribor 3M + 0.50%	Moody's		
		178,800,000.00	Euribor 3M + 0.65% + Extra part			
	Total	€3,753,800,000.00				
	TOTAL FTA	€40,300,797,280.37				€80,351,200,010.22
	TOTAL (FTH+FTA)	€40,905,182,632.77				€83,278,200,010.22

6.4. Share capital and shareholders' equity.

a) Par value subscribed and paid-in:

The Manager's share capital amounts to nine hundred and one thousand six hundred and fifty euros (€901,650), represented by fifteen thousand (15,000) registered shares, each having a par value of sixty euros and eleven cents (€60.11), consecutively numbered from one (1) through fifteen thousand (15,000), both inclusive, and all of them fully subscribed for and paid-in.

b) Share classes:

All the shares are of the same class and vest identical political and economic rights.

According to the Transitory Provision Six of Law 5/2015, the Management Company will comply with the new requirements under article 29.1.d) of Law 5/2015, in this regard, within 18 months after the enactment of the aforementioned Law (that is, from April 28, 2015).

6.5. Holding of shares in other entities.

The Manager has no shareholdings in any other entity.

6.6. Corporate bodies.

The governance and administration of the Manager are entrusted by the Bylaws to the General Shareholders' Meeting and to the Board of Directors. Their competencies and powers are those vested in said bodies in accordance with the provisions of the Spanish Corporate Enterprise Act (*Ley de Sociedades de Capital*) and Law 5/2015, in relation to the corporate purpose.

(a) Directors

By means of the Resolutions of the Extraordinary General Meeting of November 25, 2015, on removals and appointments of Directors, the Board of Directors is made up of the following persons:

Chairman: José García Cantera
Directors: Ignacio Ortega Gavara
José Antonio Soler Ramos

Ana Bolado Valle
Adolfo Ramirez Morales
Francisco Galiana Guiu
Javier Antón San Pablo
Marta Elorza Trueba
Jesús Fuentes Colella

Secretary/Non-Director: María José Olmedilla González

(b) General Management

The Manager's General Manager is Ignacio Ortega Gavara.

6.7. Principal activities unrelated to the Manager and performed by the persons mentioned in section 6.6 above, if important to the Fund.

The most relevant activities unrelated to the Manager and performed by the individuals mentioned in this section are described below:

Name	Activity performed	Relationship under which activity is performed	Company in which the activity is performed	Position or functions held or performed in relation to the Company in question	Position in Banco Santander
Ana Bolado					Assistant General Director
Adolfo Ramirez Morales					Deputy General Director
Francisco Galiana Guiu	Banking	Employee	Santander Investment S.A.	Board Member	General Director
José Antonio Soler Ramos	Financial Intermediation	Employee	Santander Comercial Paper, SAU	Chairman	Assistant General Director
			Santander US Debt, SAU		
			Santander Issuances, SAU		
			Santander International Debt, SAU		
			Santander Benelux, SA	Board member	
Open Bank, S.A.					
Marta Elorza Trueba					Deputy General Director
Javier Antón San Pablo					
Jesús Fuentes Colella					Assistant General Director
José García Cantera	Banking	Employee	Santander Investment, S.A.	Chairman	General Director
	Banking		Bank Zachodni WBK, SA	Member of the Supervisory Board	
	Banking		Santander Consumer USA Holdings, Inc	Board member	
	Banking		Santander Consumer USA, Inc	Board member	
	Energy		Operador del Mercado Ibérico de Energía Polo Español, SA	Board member	

The persons mentioned in this section 6.7 do not hold, directly or indirectly, any shares, convertible bonds or other securities which confer upon their holder a right to acquire shares in the Manager.

The business address for all persons mentioned in this section 6.7 is as follows:

Santander Titulización, S.G.F.T., S.A.

Ciudad Grupo Santander

Avenida de Cantabria s/n

28660 Boadilla del Monte (Madrid)

6.8. Lenders of the Manager (more than ten percent (10%)).

The Manager has not received any loan or credit facility from any person or entity. Long-term and short-term debts appearing on the enclosed Balance Sheet correspond to debts with Santander caused on account of the fact that the Manager pays taxes under the consolidated tax regime with Santander.

6.9 Significant litigation and disputes.

At the verification date of this Prospectus, the Manager is not subject to any insolvency-related situation and no significant litigation or disputes exist which may affect its economic-financial position or, in the future, its capacity to discharge its duties of managing and administering the Fund, as envisaged herein.

6.10 Financial information concerning the Manager.

The Manager keeps its accounts in accordance with the Spanish General Accounting Plan (*Plan General Contable*) approved by Royal Decree 1514/2007 of November 16.

Details of the audited balance sheet and income statement for completed fiscal years 2013 and 2014 and at October 31, 2015, unaudited, are provided below:

Balance sheet as at December 31, 2013 and 2014 and at October 31, 2015 (in thousands of euros)

ASSETS	12/31/2013	12/31/2014	10/31/2015
FIXED ASSETS:			
Intangible assets	-	-	-
Tangible assets	-	-	-
Total fixed assets	-	-	-
CAPITAL ASSETS			
Long-term sureties	19	19	19
Total capital assets	19	19	19
CURRENT ASSETS:			
Receivables	396	452	347
Loans to employees	36	25	28
Other receivables	360	427	319
Short-term investments	-	-	-
Public tax authorities	-	-	-
Cash in bank and at hand	9,987	9,998	13,263
Prepayments and accrued income	880	1,031	1,142
Total current assets	11,263	11,481	14,752
TOTAL ASSETS	11,282	11,500	14,771

LIABILITIES	12/31/2013	12/31/2014	10/31/2015
EQUITY:			
Share capital	902	902	902
Reserves	182	182	182
Trading results - Profit	1,553	1,400	2,272
Total equity	2,637	2,484	3,356
LONG-TERM PAYABLES:			
Debts with Group companies	7,679	8,344	8,898
	7,679	8,344	8,898
SHORT-TERM PAYABLES:			
Tax authorities (<i>Hacienda Pública</i>)	710	636	1,003
Other payables	30	13	9
Debts with Group companies	3	3	3
Prepayments and accrued expenses	223	20	101
Dividend payable	-	-	1,401
Total short-term payables	966	672	2,517
TOTAL LIABILITIES	11,282	11,500	14,771

Income statements as at December 31, 2013 and 2014 and at October 31, 2015 (in thousands of euros):

	12/31/2013	12/31/2014	10/31/2015
CONTINUED OPERATIONS			
Net income	7,544	7,186	7,305
Other operating income	25	2	244
Personnel costs	-1,050	-1,092	-846
Other operating expenses	-4,299	-4,094	-3,458
Depreciation of property, plant and equipment	-	-	-
Impairment and income from disposals of property, plant and equipment	-	-	-
OPERATING PROFIT	2,220	2,002	3,245
Financial income	-	-	-
From tradable securities and other financial instruments	-	-	-
FINANCIAL PROFIT	-	-	-
PRE-TAX PROFIT	2,220	2,002	3,245
Income tax	-667	-602	-973
PROFIT FOR THE YEAR FROM CONTINUED OPERATIONS	1,553	1,400	2,272
DISCONTINUED OPERATIONS			
Profit for the year from discontinued operations, net of tax	-	-	-
PROFIT FOR THE YEAR	1,553	1,400	2,272

7. MAIN SHAREHOLDERS OF THE MANAGER

a) Shareholders of the Manager

Ownership of shares in the Manager is distributed between the companies listed below, including the stake in the Manager's share capital owned by each of them:

SHAREHOLDER	% SHARE CAPITAL
Santander Investment, S.A.	19%
Banco Santander, S.A.	81%

b) Description of the nature of the control and measures in place to ensure that the control is not abused.

For the purposes of article 5 of the consolidated text of the Securities Market Law approved by the Royal Legislative Decree 4/2015, of October 23, SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is part of SANTANDER GROUP.

So as to ensure the absence of abuses of control on the part of Banco Santander, S.A. over the Manager, the Manager approved its Internal Rules of Conduct of June 20, 1995, in accordance with the provisions of Royal Decree 629/1993, of May 3, on rules of conduct in stock exchanges and mandatory records, repealed by the Royal Decree 217/2008 of February 15, in force, on the legal structure of investment services companies and other entities that render investment services and by which the Regulatory Framework of Law 35/2003 of November 4 was in part amended for Collective Investment Schemes, as approved by Royal Decree 1309/2005 of November 4. The Internal Rules of Conduct were duly reported to the CNMV on September 19, 1995.

The Manager will adapt the present Internal Rules of Conduct to the applicable regulations for investment services companies, according to the provisions under 29.1.i) of Law 5/2015

8. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION, AND PROFIT AND LOSS

8.1 Statement on the start of operations and financial statements of the Issuer that predate the Registration Document.

The Manager declares that as at the registration date of this Registration Document, the Fund has yet to be incorporated and, therefore, its operations have not begun and no financial statement in respect thereof has been prepared.

8.2 Historical financial information.

Not applicable.

8.2 bis This paragraph is to be used solely for issues of asset-backed securities with a denomination per unit of at least €100,000.

Not applicable.

8.3 Legal and arbitration procedures.

Not applicable.

8.4 Material adverse change in the Issuer's financial position.

Not applicable.

9. THIRD-PARTY INFORMATION, EXPERT OPINIONS AND DECLARATIONS OF INTERESTS

9.1 Expert statements or reports.

Not applicable.

9.2 Information from third parties.

Not applicable.

10. DOCUMENTS AVAILABLE FOR CONSULTATION

During the period of validity of this Registration Document, the following documents (or copies thereof) may be inspected by the public:

- (a) **The Bylaws and deed of incorporation of the Manager.**
- (b) **This Prospectus.**
- (c) **The Deed of Incorporation of the Fund.**
- (d) **The Subordinated Loan Agreement, the Liquidity Facility, the Guaranteed Rate Reinvestment Agreement, the Subscription Agreement and the Management and Paying Agent Agreement.**
- (e) **Attribute Audit report**, prepared by Deloitte, S.L.
- (f) **Certificate of the resolution of Santander's Executive Committee** meeting of November 2, 2015, at which it was decided to transfer the Assets to the Fund and **the certificate of the resolutions of the Manager's Board of Directors** meeting of October 6, 2015, at which the following matters, *inter alia*, were resolved: the incorporation of the Fund, the acquisition by the Fund of the Assets assigned by Santander, and the issuance of the Bonds against the Fund.
- (g) **The letters disclosing the provisional ratings and letters disclosing the definitive ratings** issued by DBRS, Moody's and Scope.
- (h) **The Annual Financial Statements and audit reports of the Manager.**

A copy of all of the above documents may be inspected at the registered offices of the Manager.

Likewise, the Prospectus, the Deed of Incorporation and the annual and quarterly reports referred to in Article 34 of Law 5/2015 may be consulted on the website of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. at www.santanderdetitulizacion.com.

In addition, a copy of all documents mentioned in the above sections except for those contained in section a), d) and g) may be inspected at the CNMV at Calle Edison 4, Madrid, and at Paseo de Gracia 19, 4º planta, Barcelona.

A copy of the Prospectus will be available to the public on the CNMV website (www.cnmv.es), on the AIAF website (www.aiaf.es) and on the Manager's website (www.santanderdetitulizacion.com).

The Deed of Incorporation will also be available to the public at Iberclear.

SECURITIES NOTE

This Securities Note was prepared in accordance with Annex XIII of Regulation (EC) No 809/2004 and was approved by the Comisión Nacional del Mercado de Valores (*Spanish Securities Market Commission*) on December 3, 2015.

1. PERSONS RESPONSIBLE

1.1 Persons responsible for the information in the Securities Note and the Additional Building Block.

MR. IGNACIO ORTEGA GAVARA, acting in his capacity as Director-General of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A., such company having its registered offices at Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660, Boadilla del Monte (Madrid), assumes responsibility for the information contained in this Securities Note and in the Additional Building Block.

MR. IGNACIO ORTEGA GAVARA acts in furtherance of the powers conferred upon him for the purpose of incorporating the Fund by the Board of Directors of the Manager at its meeting of October 6, 2015.

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is the promoter of the securitization fund FONDO DE TITULIZACIÓN PYMES SANTANDER 12 and shall be responsible for the administration and legal representation thereof.

1.2 Declaration by those responsible for the Securities Note and the Additional Building Block.

MR. IGNACIO ORTEGA GAVARA declares that, having taken all reasonable care to ensure that such is the case, the information contained in the Securities Note and in the Additional Building Block is, to the best of his knowledge, in accordance with the facts and contains no omission likely to affect its import.

2. RISK FACTORS

The risk factors specific to the Assets backing the issue and to the securities are those respectively described under sections II and III of the document included at the beginning of this Prospectus entitled “RISK FACTORS”.

3. ESSENTIAL INFORMATION

3.1 Interest of natural and legal persons involved in the issue.

The natural and legal persons involved in the issue are:

- a) SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is intervening as the Fund’s Manager; as the coordinating entity of the Rating Agencies, of relations with the supervisory authorities and market operators; as legal and financial adviser in relation to the structure of the operation and likewise, with regard to the management of the Assets derived from the Non-Mortgage Loans and Credit Lines, in accordance with the provisions of article 26.1 b) of Law 5/2015, undertakes to exercise the administration and management thereof, without prejudice to the delegation that such administration and management may confer to Banco Santander, S.A.
- b) BANCO SANTANDER, S.A. is intervening as the Originator of the Assets, issuer of Mortgage Transfer Certificates, full Subscriber of the each of the Bond Series, Lead Manager, Paying Agent and counterparty of the Fund under the Subordinated Loan Agreement, the Liquidity Facility and the Guaranteed Rate Reinvestment Agreements. Banco Santander shall also be appointed by the Manager of the Non-Mortgage Loans and Credit Lines, according to article 26.1.B) of Law 5/2015, and, pursuant to the Law 2/1981, as well as to the provisions of article 26.3 of Royal Decree 716/2009, acts as the Manager of the Mortgage Loans.

- c) DBRS Ratings Limited, Moody's Investors Service España, S.A. and Scope Ratings A.G. are intervening as credit rating agencies of the Bonds.
- d) CUATRECASAS GONÇALVES PEREIRA, S.L.P. is intervening as legal adviser to the operation and has reviewed the tax regime applicable to the Fund as contained in section 4.5 d) of the Registration Document.
- e) DELOITTE, S.L. is intervening as auditor of the Fund and will prepare the Attribute Audit Report described in section 2.2.2 of the Additional Building Block.

Said persons have no interests, including conflicting ones, that are material to the issue, save for those specifically described in section 5.2 of the Registration Document.

4. INFORMATION CONCERNING THE SECURITIES TO BE OFFERED AND ADMITTED TO TRADING.

4.1 Total amount of the securities.

a) Total amount of the issue.

The total amount of the Bonds being issued is TWO BILLION NINE HUNDRED FORTY MILLION EUROS (€2,940,000.00), represented by TWENTY-NINE THOUSAND FOUR HUNDRED (29,400) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000), distributed in three (3) Bond Series (A, B and C). Each Series will have the following total face value:

- **Series A:** total face value of TWO BILLION, ONE HUNDRED MILLION EUROS (€2,100,000,000), made up of TWENTY-ONE THOUSAND (21,000) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000) and ISIN code ES0305107007;
- **Series B:** total face value of SEVEN HUNDRED MILLION EUROS (€700,000,000), made up of SEVEN THOUSAND (7,000) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000) and ISIN code ES0305107015; and
- **Series C:** total face value of ONE HUNDRED FORTY MILLION EUROS (€140,000,000), made up of ONE THOUSAND (1,400) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000) and ISIN code ES0305107023.

b) Subscription of the issue.

The Manager will sign a Subscription Agreement whereby Santander, as the full Subscriber of each of the Bond Series undertakes to subscribe all the Bonds of each of the Series issued by the Fund. Santander will not charge any commission for assuming this commitment.

The Bonds will in all cases be subscribed and paid up at the issue price of one hundred per cent (100%) of the nominal unit value.

The Subscription Agreement will be terminated in the event that the Credit Rating Agencies fail to confirm before the Subscription Period the provisional ratings assigned to the Bonds as stated in this Prospectus.

As Lead Manager, Santander shall act as such in accordance with the terms of section 5.2 of the Registration Document and shall not charge any commission for acting as Lead Manager.

4.2 Description of the type and class of securities.

The Bonds will be legally classified as negotiable fixed income securities with an explicit return, and will be subject to the system provided for in the consolidated text of the Spanish Securities Market Law approved by the Royal Legislative Decree 4/2015, and implementing regulations issued under Law 5/2015.

4.3 Legislation applicable to the securities.

The Bonds are issued in accordance with the laws of Spain and, in particular, according to legal system established in (i) Law 5/2015 and implementing provisions; (ii) Royal Decree 1310/2005; (iii) the consolidated text of the Spanish Securities Market Law approved by the Royal Legislative Decree 4/2015, of October 23; (iv) Royal Decree 116/1992, of February 14, on securities represented by book entries and the clearing and settlement of stock exchange transactions; (v) Order 3537 of the Spanish Ministry of the Economy and Finance of November 10, 2005, which implemented article 27.4 of Spanish Securities Market Law 24/1988 of July 28; and (vi) any such other legal and regulatory provisions as may be in force and applicable from time to time.

According to the Seventh Final Provision of Royal Decree 878/2015, of October 2, 2015, on on compensation, settlement and registration of negotiable securities represented through book entries, it is foreseen that the aforementioned Royal Decree comes into force on February 3, 2016, which will replace the Royal Decree 116/1992, of February 14, on securities represented by book entries and the clearing and settlement of stock exchange transactions.

This Securities Note has been prepared in accordance with the standard forms envisaged in Annex XIII of Regulation (EC) No 809/2004.

Any issue, discrepancy or dispute relating to the Fund or the Bonds issued against the Fund and arising during the operation or settlement of the Fund, whether between the holders of the Bonds or between these and the Manager, will be heard before the Spanish courts, with the parties expressly waiving any other jurisdiction or venue to which they may be entitled.

4.4 Indication as to whether the securities are registered or bearer securities and if they are represented by certificates or by book entries.

The Bonds shall be represented exclusively by book entries, pursuant to the provisions of Law 5/2015, and will be constituted as such by virtue of their inscription in the corresponding accounting records. The Deed of Incorporation will have the effects set forth in article 7 of the consolidated text of the Spanish Securities Market Law approved by the Royal Legislative Decree 4/2015, of October 23.

In accordance with the provisions of article 6 of Royal Decree 116/1992, the denomination, number of units, nominal value and other characteristics and conditions of the Bond Issue represented in book entry form are those included in the Deed of Incorporation and this Prospectus.

Bondholders will be identified as such (in their own name or in the name of third parties) in accordance with the accounts kept by (i) Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (Iberclear), having registered office at Plaza de la Lealtad 1, Madrid, and (ii) which has been appointed as the entity entrusted with the keeping the accounting records of the Bonds. Thus, the Bonds will be cleared and liquidated according to rules established or approved by Iberclear now or in the future regarding securities traded on the AIAF market and represented in book entry form.

In accordance with the Seventh Final Provision of Royal Decree 878/2015, of October 2, 2015, on the clearing, settlement and registration of negotiable securities represented by book entries, it is expected that on February 3, 2016, this Royal Decree will enter into force, thus

replacing Royal Decree 116/1992, of February 14, on the representation of book-entry securities and the clearing and settlement of stock market operations.

4.5 Currency of the issue.

The Bonds shall be denominated in EUROS.

4.6 Classification of the securities according to ranking.

The Manager shall, on behalf of the Fund, apply on each Payment Date the amount of the Liquid Funds towards the relevant payments and withholdings, as per the Order of Priority of Payments described under section 3.4.6.(b) of the Additional Building Block, which, as regards the payment of interests and principal on the Bonds, may be summarized as follows, without prejudice of the Order of Priority of Payments for Settlement described in section 3.4.6.(d) of the Additional Building Block:

a) Payment of interest:

- a.1 Accrued interest payable on the Series A Bonds ranks (i) second (2nd) in the Order of Priority of Payments, as described in section 3.4.6.(b) of the Additional Building Block, and (ii) second (2nd) in the Order of Priority of Payments for Settlement described in section 3.4.6.(d) of the Additional Building Block.
- a.2 Accrued interest payable on the Series B Bonds ranks (i) third (3rd) in the Order of Priority of Payments, as described in section 3.4.6.(b) of the Additional Building Block, unless the postponement envisaged in section 3.4.6.(c) of the Additional Building Block occurs, in which case it shall rank fifth (5th) in the Order of Priority of Payments described in section 3.4.6.(b) of the Additional Building Block, and (ii) fourth (4th) in the Order of Priority of Payments for Settlement described in section 3.4.6.(d) of the Additional Building Block.
- a.3. Accrued interest payable on the Class C Bonds will be classified in two parts: the Ordinary Part and the Extraordinary Part.

Payment of the Ordinary Part of the interest accruing on the Series C Bonds ranks (i) seventh (7th) in the Order of Priority of Payments, as described in section 3.4.6. (b) of the Additional Building Block, and (ii) sixth (6th) in the Order of Priority of Payments for Settlement, as described in section 3.4.6.(d) of the Additional Building Block.

On each Payment Date on which the Fund has sufficient liquidity, the Manager will pay Series C Bondholders a variable amount as extraordinary interest (the “**Extraordinary Part**”) for a sum equal to the excess liquidity of the Liquid Funds after paying all concepts that rank higher in the Order of Priority of Payments, and for a sum equal to the excess liquidity of the Liquid Funds for Settlement after paying all concepts that rank higher in the Order of Priority of Payments for Settlement.

Payment of the Extraordinary Part of the interest accruing on the Series C Bonds ranks (i) twelfth (12th) in the Order of Priority of Payments, as described in section 3.4.6. (b) of the Additional Building Block, and (ii) eleventh (11th) place in the Order of Priority of Payments for Settlement, as described in section 3.4.6.(d) of the Additional Building Block.

b) Redemption of principal:

Under the Order of Priority of Payments described in section 3.4.6.(b) of the Additional Building Block.

The amount of the withholding from the Amount Accrued for Redemption that will be used to redeem the Series A and B Bonds ranks fourth (4th) in the Order of Priority of Payments envisaged under section 3.4.6.(b) of the Additional Building Block. The redemption of the Series C Bonds ranks eighth (8th) in the Order of Priority of Payments envisaged in section 3.4.6. (b) of the Additional Building Block. Said redemption shall be carried out in accordance with the following rules of subordination between the three (3) Series:

- b.1 Liquid Funds for Redemption on each Payment Date shall be used to redeem principal of the Series A Bonds, until redeemed in full.
- b.2 Once the Series A Bonds have been redeemed in full, all of the Liquid Funds for Redemption shall be used on each Payment Date to redeem principal of the Series B Bonds, until redeemed in full.
- b.3 Since the Class C Bonds will be redeemed through the partial release of the Reserve Fund, the redemption of the Series C Bonds could commence prior to the redemption of the Series B Bonds.

Under the Order of Priority of Payments for Settlement described in section 3.4.6.(d) of the Additional Building Block.

Redemption of principal of Series A Bonds ranks third (3th) in the Order of Priority of Payments for Settlement established in section 3.4.6.(d) of the Additional Building Block.

Redemption of principal of Series B Bonds ranks fifth (5th) in the Order of Priority of Payments for Settlement established in section 3.4.6.(d) of the Additional Building Block.

Redemption of principal of Series C Bonds ranks seventh (7th) in the Order of Priority of Payments for Settlement established in section 3.4.6.(d) of the Additional Building Block.

4.7 Description of rights attached to the securities and procedure for exercising said rights.

Pursuant to applicable law, the Bonds detailed in this Securities Note will not vest any present and/or future voting rights in respect of the Fund in the investor acquiring them.

The economic and financial rights for the investor associated with the acquisition and holding of the Bonds will be those deriving from the interest rate conditions, returns and form of redemption with which they are issued and which are reflected in sections 4.8 and 4.9 below.

The financial servicing of the Bonds issued against the Fund shall be handled by Santander, as Paying Agent, which, on each of the Payment Dates of the Bonds, shall pay the interest and repay the principal on the Bonds in accordance with the instructions received from the Manager.

Payments to be made by the Paying Agent shall be carried out through the relevant Iberclear member entities, in whose records the Bonds are registered, as per the applicable procedures for said service.

Bondholders will have no action against the Manager unless the latter breaches its obligations described in this Prospectus, in the Deed of Incorporation, or those provided by law. The

Manager is the only authorized representative of the Fund before third parties and in any kind of legal proceedings, pursuant to applicable legislation.

Any issue, discrepancy or dispute relating to the Fund or the Bonds issued against the Fund and arising during the operation or settlement of the Fund, whether between the holders of the Bonds or between these and the Manager, will be heard before the Spanish courts, with the parties expressly waiving any other forum or venue to which they may be entitled.

Bondholders shall not have any action against Debtors of the Assets that are in default of their payments obligations, with the Manager being the party entitled to proceed accordingly as the representative of the Fund.

4.8 The nominal interest rate and provisions relating to interest payments.

Without prejudice to the provisions of section 4.6.a) a.3 above with regards to the Extraordinary Part of the interest on the Series C Bonds, the returns on the Bonds shall be determined for each Series (including the Ordinary Part of the interest accrued on Series C Bonds) by using a variable interest rate, pursuant to the following provisions:

- a) From their Disbursement Date (December 14, 2015) until redeemed in full, all Bond Series shall accrue variable annual nominal interest payable quarterly. The interest will be paid quarterly in arrears on each Payment Date, provided the Fund has sufficient Liquid Funds in the Cash Account or Interest Account, as the case may be, in accordance with the Order of Priority of Payments envisaged for each Series under section 3.4.6 (b) of the Additional Building Block or in accordance with the Order of Priority of Payments for Settlement described in section 3.4.6. (d) of the Additional Building Block and shall be calculated upon the Outstanding Principal Balance of the Bonds of each Series at the immediately preceding Payment Date.

Any withholding, contributions or taxes established or to be established in the future on the principal, interest or returns on the Bonds shall be met exclusively by the holders of the Bonds, and the amount thereof, if any, will be deducted by the Manager, acting on behalf of the Fund, through the Paying Agent, in the manner legally established.

- b) For the purposes of the accrual of interest on Bonds from all Series, the duration of the issue shall be divided into successive Interest Accrual Periods comprising the days actually transpired between each Payment Date, including in each Interest Accrual Period the initial Payment Date and excluding the final Payment Date. The first Accrual Period shall have a duration of more than a quarter, equivalent to the duration between the Disbursement Date (December 14, 2015) and the First Payment Date (March 16, 2016). Under no circumstances may the last Interest Accrual Period extend beyond the Legal Maturity Date of the Fund.

- c) The Nominal Annual Interest Rate applicable to each Bonds Series for each Interest Accrual Period will be the highest between zero (0.00%) and the result obtained by adding: (i) the Benchmark Interest Rate, determined in accordance with letter e) below, common to all Bond Series, plus (ii) the applicable margin for each Bond Series, determined in accordance with letter d) below, rounded out to the closest one-thousandth of a percent (if the proximity for rounding up or down is identical, then the figure will invariably be rounded up). The Nominal Interest Rate will be calculated in accordance with the rules described in this section. The Rate Setting Time for the Nominal Interest Rate will be the second (2nd) Business Day prior to the Payment Date that marks the start of the corresponding Interest Accrual Period. Under exceptional circumstances, for the First Accrual Period the Rate Setting Time will be the Incorporation Date.

The Nominal Interest Rate on the Bonds for the first Interest Accrual Period will be determined on the basis of the Benchmark Interest Rate existing at 11:00 a.m. (CET time) on the Incorporation Date and subject to the provisions of section e) below.

The Nominal Interest Rate determined for all Bond Series for successive Interest Accrual Periods shall be notified to the Bondholders within the term and in the manner envisaged under section 4 of the Additional Building Block.

The Manager will report to the CNMV, as additional information, the Nominal Interest Rate of the Bonds for the first Interest Accrual Period.

- d) The Nominal Interest Rate determined for each Interest Accrual Period for each Series shall be the highest between zero (0.00%) and that resulting from adding together: (i) the EURIBOR Benchmark Interest Rate at three (3) months or, otherwise, its substitute (as described under letter e) below) and (ii) the applicable spread, as described below for each Series:

- 0.30% for Series A Bonds;
- 0.50% for Series B Bonds; and
- 0.65% of Ordinary Part for Series C Bonds;

The resulting figure will be rounded up/down to the nearest one thousandth of a percent, and rounded up in the event of equidistance.

- e) The Benchmark Interest Rate for determining the Nominal Interest Rate applicable to all the Bonds shall be the EURIBOR rate at three (3) months or, where necessary, its substitute rate, determined as follows:

- (i) The EURIBOR rate (*Euro Interbank Offered Rate*) is the money market reference rate for deposits in euros at three (3) months' maturity. The EURIBOR rate at three (3) months shall be that displayed on the REUTERS screen, page "EURIBOR01" (or any such other page as may come to take over this service) at 11.00 a.m. (CET time) on the corresponding Rate Setting Time.

Given the number of days of the first Interest Accrual Period, the Benchmark Interest Rate for the first Interest Accrual Period will be the rate resulting from the three (3)-month EURIBOR displayed on the EURIBOR01 Reuters screen at 11.00 a.m. (CET) on the Incorporation Date, considering the number of days of the first Interest Accrual Period.

- (ii) If the rates cannot be determined as provided by section (i) above, the following shall apply as the substitute Benchmark Interest Rate: the interest rate obtained by taking the simple arithmetic mean of the three (3)-month interbank rates for deposits in euros (EURIBOR) of the following institutions, as soon as possible after 11:00 a.m. (CET) at the corresponding Rate Setting Time:

- Banco Bilbao Vizcaya Argentaria, S.A, Sucursal en Londres;
- Bank of America N.T.&S.A., Sucursal en Londres; and
- J.P. Morgan Securities Limited.

with the resulting figure to be rounded up or down to the closest one-thousandth of a percent (if the figure is at a mid-point, it will be rounded up).

If it proves impossible to apply the aforementioned substitute Benchmark Interest Rate as a consequence of one of the aforesaid institutions failing to report rate quotations on a continuous basis, the applicable interest rate will be the simple arithmetic mean of the interest rates reported by the remaining two (2) institutions.

If one of the two (2) remaining institutions mentioned above should cease to furnish quotations, the last Nominal Interest Rate applicable to the most recent Interest Accrual Period will apply, and so on for successive Interest Accrual Periods, as long as said situation persists.

If at least two (2) of the aforementioned institutions should once again provide quotations, the subsidiary substitute Benchmark Interest Rate shall once again apply, as per the above rules.

The Manager shall keep the lists detailing the contents of the REUTERS screens or, as the case may be, the reported quotations of the institutions mentioned above, as documents evidencing the relevant rate.

At each Rate Setting Time, the Paying Agent shall notify the Manager of the Benchmark Interest Rate to serve as the base for calculating the nominal interest rate applicable to each Bond Series.

f) The Nominal Interest Rate shall accrue on the days transpired during each Interest Accrual Period for which the rate has been determined, calculated on the basis of a year containing three hundred and sixty (360) days.

g) The interest rate attached to the Bonds belonging to all Series will be payable quarterly on each Payment Date, i.e. March 16, June 16, September 16 and December 16 of each year, until redeemed in full, provided that the Fund has sufficient Liquid Funds in the Cash Account or Interest Account, as the case may be, in accordance with the Order of Priority of Payments envisaged under section 3.4.6.(b) of the Additional Building Block.

If any date established in the above paragraph does not fall on a Business Day, the interest payment shall be made on the immediately following Business Day, with interest pertaining to the Interest Accrual Period in progress accruing up to but not including the first abovementioned Business Day.

h) The first interest payment on the Bonds belonging to all Series will be effected on March 16, 2016, with interest accruing at the relevant Nominal Interest Rate from the Disbursement Date (inclusive) until March 16, 2016 (non-inclusive).

i) Interest to be paid on each Payment Date for each Bond Series (excluding the Extraordinary Part of Series C) and for each Interest Accrual Period will be calculated in accordance with the following formula:

$$I = \frac{P \times R \times d}{36,000}$$

Where:

I = Interest to be paid on a given Payment Date.

P = Outstanding Principal Balance of the Bonds on the Calculation Date (i.e. the fifth (5th) Business Day ahead of each Payment Date) pertaining to said Payment Date.

R = Nominal interest rate per annum.

d = Number of effective days pertaining to each Interest Accrual Period.

Both the interest resulting in favor of the Bondholders, calculated as provided above, and the amount of interest accrued and not paid, shall be notified to the Bondholders in the manner described under section 4 of the Additional Building Block at least one (1) calendar day ahead of each relevant Payment Date.

Interest on the Extraordinary Part of the Series C Bonds will be the result of distributing, on a pro-rated basis, the amount described for such concept in section 4.6.a)a.3 above among the Series C Bonds.

- j) Accrued interest will be paid (i) on each Payment Date, provided that the Fund has sufficient Liquid Funds for such purpose in the Cash Account or Interest Account, as the case may be, in accordance with the Order of Priority of Payments envisaged under section 3.4.6.(b) of the Additional Building Block or (ii) where appropriate, at the Maturity Date or when the Early Settlement of the Fund takes place pursuant to section 4.4.3. of the Registration Document, in accordance with the Order of Priority of Payments for Settlement set out in section 3.4.6.(d) of the Additional Building Block.

4.8.1 Valid period in which interest can be claimed.

In the event that on a Payment Date the Fund cannot meet full or partial payment of the interest accrued on the Bonds of any of the Series, in accordance with the Order of Priority of Payments established under section 3.4.6.(b) of the Additional Building Block, the amount of interest that the Bondholders do not effectively receive will be added and accumulated on the next Payment Date to the interest of the Series in question payable on that same Payment Date, and shall be paid at the next Payment Date on which, according to the Order of Priority of Payments, the Fund has sufficient liquidity, or in order of maturity in the event it is not possible to be paid in full due to insufficient Liquid Funds.

Unpaid amounts of due interest on Series A Bonds, Series B Bonds and Series C Bonds shall not accrue additional or default interest.

The Fund, through its Manager, may not defer payment of interest on the Bonds beyond the Legal Maturity Date, with the provisions of sections 4.4.3.(2) (iv) and 4.4.3(3) of the Registration Document to apply at such date.

4.8.2 Description of any event distorting the market of the underlying.

Not applicable.

4.8.3 Rules for adjusting the underlying.

Not applicable.

4.8.4 Calculation agent.

The Nominal Interest Rate for each Bond Series will be calculated by the Manager.

4.9 Redemption price and provisions concerning maturity of the securities.

4.9.1 Redemption price of the Bonds.

The redemption price for the Bonds of each Series will be ONE HUNDRED THOUSAND EUROS (€100,000) per Bond, equivalent to 100% of their nominal value, free of expenses and taxes for the Bondholder. This redemption shall be performed partially, in the form and

the manner described in this Prospectus, and shall be settled at each Payment Date, as established in the following sections.

Within each Series, each and every of the Bonds from the same Series will be redeemed in the same amount by reducing the nominal amount of each of them, complying, in any case, with the Order of Priority of Payments set forth in section 3.4.6.(b) of the Additional Building Block.

4.9.2 Maturity of the Bonds.

Maturity of the Bonds of all Series will take place at the Payment Date on which they are fully redeemed or at the Legal Maturity Date of the Fund.

4.9.3 Redemption dates for the Bonds.

Series A and B Bonds shall be redeemed by reducing their nominal value on each Payment Date (i.e. on March 16, June 16, September 16 and December 16 of each year, or, if any of these days is not a Business Day, on the next Business Day) until redeemed in full, in accordance with the redemption rules established below.

Series C Bonds will be redeemed by reducing their nominal value on each Payment Date (i.e. on March 16, June 16, September 16 and December 16 of each year, or, if any of these days is not a Business Day, on the next Business Day) beginning on the Payment Date on which a partial release of the Reserve Fund takes place, in accordance with the redemption rules established below.

4.9.4 Distribution of Liquid Funds for Redemption.

Liquid Funds for Redemption on each Payment Date is the amount to be earmarked for the redemption of Series A or B Bonds on each Payment Date, and which will be the lower of the following amounts:

- (i) the Amount Accrued for Redemption for Series A and B Bonds, less any downward variations of the Credit Lines on the Calculation Date prior to each Payment Date; and
- (ii) On each Payment Date, the Liquid Funds (as defined in section 3.4.6(a) of the Additional Building Block), once the amounts applied to the items described in points 1 to 3 of the Order of Priority of Payments explained in section 3.4.6 (b) of the Additional Building Block have been deducted. Any downward variations of the Credit Lines are deducted from the Liquid Funds.

Amount Accrued for Redemption of the Series A and B Bonds means the difference (if positive) between the following, with no distinction between Series A and B:

- (a) the total Outstanding Principal Balance on Series A and B Bonds on the Calculation Date prior to each Payment Date; and
- (b) the Outstanding Balance of the Performing Assets on that same date. For the purposes of this Prospectus, the term “**Performing Assets**” refers to Assets that are not considered Non-Performing Assets. The term “**Non-Performing Assets**”, for the purposes set out in this prospectus, on the other hand, refers to Assets Santander considers non-recoverable or on which payments, on a given date, are twelve (12) months or more in arrears, in the case of Loans, and six (6) months in the case of Credit Lines.

For increased comprehension of the concepts Liquid Funds and Liquid Funds for Redemption, two (2) practical examples are provided.

Data on the Date of Incorporation:

Bonds: €1,000 Euros

Outstanding Balance of the Assets: 1,000 Euros, comprised of loans (500 Euros) and credit lines (500 Euros).

Reserve Fund (deposited in the Interest Account): €200.

Example 1

These are the data on the first Calculation Date:

Bonds: 1,000 Euros

Outstanding Balance of Performing Assets: 800 Euros, comprised of loans (400 Euros) and credit lines (400 Euros).

Loan redemptions: 100 Euros

Downward variations of the credit lines (decreases in balances drawn from uncanceled or unexpired credit lines): 50 Euros

Upward variations of the Credit Lines: 0 Euros

Credit line redemptions (decreases in balances drawn owing to the cancellation or maturity of credit lines): €50

Cash Account = 200 Euros

Reserves Account = 200 Euros

Interests perceived from loans and credit lines: 10 Euros

Interest Account = 210 Euros

Liquid Funds (calculated on the Calculation Date): 150 Euros (Cash Account excluding downward variations) + 210 Euros (Interest Account) = 360 Euros

Quantity Accrued for Redemption: 1,000 (Bonds) – 800 (Outstanding Balance of Performing Assets) = 200

Liquid Funds for Redemptions (according to the definitions), is the lesser of:

- (i) 200 Euros (Quantity Accrued for Redemption) – 50 Euros (Downward variations of the Credit Lines)
- (ii) 360 Euros Liquid Funds (excluding Downward variations of the Credit Lines) = €350

Therefore, in this case the Funds Available for Redemption would be 150 Euros, and the Liquid Funds 360 Euros.

On the Calculation Date (according to the provisions under sections 3.4.4.1 and 3.4.4.2 of the Additional Building Block) 150 Euros are transferred from the Cash Account to the Interest Account, in such way that it is guaranteed that on the Payment Date (after the whole Interest Account balance has been transferred to the Cash Account) all Liquid Funds (360 Euros) are drawdown in order to pay all the amounts displayed on the Order of Priority of Payments.

Example 2

These are the data on the first Calculation Date:

Bonds: 1,000 Euros

Outstanding Balance of the Performing Assets: 1,050 Euros, comprised of loans (400 Euros) and credit lines (650 Euros).

Loans redemption: 100 Euros

Downward variations of the credit lines: 0 Euros

Credit line redemptions: 0 Euros

Upward variations of the credit lines: 150 Euros

Cash Account = -50 Euros

Reserves Account: 200 Euros

Interests perceived from loans and credit lines: 10 Euros

Interest Account = 210 Euros

Liquid Funds (calculated on the Calculation Date): 0 Euros (Cash Account excluding downward variations) + 210 Euros (Interest Account) = 2100 Euros

Quantity Accrued for Redemption: 1,000 (Bonds) – 1,050 (Outstanding Balance of Performing Assets) = -50

Liquid Funds for Redemptions: lesser of (according to the definitions):

- (i) -50 Euros (Quantity Accrued for Redemption) – 0 Euros (Downward variations of the Credit Lines) = -50 Euros
- (ii) 210 Euros (Liquid Funds) – 0 Euros (Downward variations of the Credit Lines) = 210 Euros

Since the lesser of the two amounts in paragraphs (i) and (ii) above is negative, the Funds Available for Redemption would be 0 Euros, i.e., null.

In this example, on the Calculation Date, the Cash Account balance is negative, which indicates that drawdowns have been made from the liquidity facility, because the assets have increased (from 1,000 Euros to 1,050 Euros), and the Cash Account balance coming from the redemptions (100 Euros) could not afford the upward drawdowns (150 Euros). On the Calculation Date there is no transfer to the Interest Account since the Cash Account balance is negative.

On the Payment Date, the Cash Account perceives the Interest Account balance (210 Euros) in order to pay all the amounts displayed on the Order Priority of Payments.

The Fund, through the Manager, may not postpone the redemption of the Bonds beyond the Legal Maturity Date or, if not a Business Day, beyond the immediately following Business Day.

4.9.5 Ordinary and extraordinary rules for redemption.

- **Redemption of Series A Bonds:**

Principal on the Series A Bonds will be redeemed through partial redemptions at each Payment Date until redeemed in full, based on the Liquid Funds for Redemption.

The first redemption payment on the Series A Bonds shall take place, if applicable, at the Payment Date on March 16, 2016.

- **Redemption of Series B Bonds:**

Once the Series A Bonds have been redeemed, principal on the Series B Bonds will be redeemed at each Payment Date through partial redemptions until fully redeemed, based on the Liquid Funds for Redemption.

- **Redemption of Series C Bonds:**

The Series C Bonds will be partially redeemed on each of the Payment Dates, running from the Payment Date on which their redemption commences through to the total redemption thereof, in an amount equal to the Amount Accrued for Redemption of Series C withheld in accordance with the Order of Priority of Payments, this being equivalent to the positive difference existing between the Outstanding Principal Balance for Series C at the Calculation Date corresponding to a Payment Date, and the Required Level of the Reserve Fund at the corresponding Payment Date.

Notwithstanding the foregoing, the Manager is authorized to proceed with the Early Settlement of the Fund and, with it, the Early Redemption at any time of the entire issue of the Bonds, pursuant to the terms established under section 4.4.3 of the Registration Document.

The Fund, through the Manager, may not postpone the redemption of the Bonds beyond the Legal Maturity Date or, if not a Business Day, beyond the following Business Day.

4.9.6 Early Redemption of the Bond issue.

Independently to the obligation of the Fund, through the Manager, to proceed with the final redemption of the Bonds at the Legal Maturity Date or with redemptions of each Series prior to the Legal Maturity Date, the Manager, after notifying the CNMV, will proceed, where appropriate, with the Early Settlement of the Fund and consequently the Early Redemption of the whole Bond issue, in accordance with the situations of Early Settlement and the requirements detailed in section 4.4.3 of the Registration Document, and subject to the Order of Priority of Payments for Settlement described in section 3.4.6 (d) of the Additional Building Block.

4.9.7 Legal Maturity Date.

The Legal Maturity Date, and consequently, the final redemption of the Bonds is December 16, 2058 or, if not a Business Day, the following Business Day. Notwithstanding the foregoing, the Manager may, in name and on behalf of the Fund, and in accordance with that provided in section 4.9, proceed to redeem some or all the Series of the Bond issue prior to the Legal Maturity Date.

4.10 Indication of investor returns and calculation method

The main feature of the Bonds lies in the fact that their periodic redemption and, therefore, their average life and duration, largely depends on the speed with which the Debtors decide to pay off their Loans and Credit Lines.

In this regard, the prepayments that the Debtors decide to make continuously change and are estimated using various future constant CPRs. Consequently, they will directly affect the speed of repayment of the Loans and Credit Lines and, therefore, the average life and duration of the Bonds.

There are similarly other variables subject to continuous changes affecting the average life and duration of the Bonds. These variables and their hypothetical values reflected in all the tables appearing in this section are:

- (i) The interest rate on the Loans and Credit Lines which has been used to calculate the repayments and interest on each of the Loans, and interest rate calculations in the case

of the Selected Credit Lines, is the interest rate of each of the selected Loans and Credit Lines at November 19, 2015; and it is presumed constant for each of them;

The maintenance of the selected Loan repayment systems at November 19, 2015, including, where appropriate, the pending repayment of principal, and the due date of the installments and loans with repayment at maturity;

The Credit Lines are considered to have repayment at maturity.

Both the accepted interest rate and the redemption methods and, if applicable, the lack of principal, are contractual characteristics of the Preliminary Portfolio;

- (ii) Asset default: 8.46% of the Outstanding Balance of the Assets with 50% recovery between 90 days and 12 months in arrears. Accordingly, there will be no partial redemption of the Series C bonds until the latter date in accordance with the terms of section 3.4.2.2 of the Additional Building Block;
- (iii) Non-Performing Assets in the portfolio of Loans and Credit Lines: 4.64% of the Outstanding Balance of the Assets with 30% recovery at 12 and 6 months from being flagged as Non-Performing for the case of Loans and Credit Lines respectively;
- (iv) The Disbursement Date of the Bonds is December 4, 2015;
- (v) The annual CPRs (8%, 10% and 12%) hold constant over the life of the Bonds;
- (v) There will always be Funds Available for Redemption.
- (vi) There is no postponement in the payment of interest on the Series B Bonds.
- (vii) The interest perceived because of the profitability of the Interest Account and the Cash Account is zero.
- (viii) The drawdown amount/credit lines limit amount ratio remains constant.
- (ix) It is not necessary to dispose of the Line of Liquidity

Variables (ii), (iii), (v) and (vi) above, which are used in the tables below, come from the historical data provided by the Originator concerning portfolios with similar characteristics to the credit rights granted by the Commercial Banking Division of Santander to small and medium enterprises (SMEs) and self-employed individuals residing in Spain, excluding Santander Group Companies and syndicated loans that comply with the requirements of Commission Recommendation 2003/361/EC of May 6, 2003 for the purpose of financing economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings related to their economic activity or acquiring rural property, urban property, land and plots. For this last purpose loans destined to property construction and real estate development are excluded, however, there may be loans intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums. In the case of Restructured Operations, these correspond to Loans and Credit Lines that Santander, Banesto and Banif grant or have granted to their customers for restructuring their debts with the bank, with none of the customers being in default at the time of the debt consolidation

In preparing the tables included below, the grace periods for the principal of the Assets, the periodicity in the payment of the corresponding installments and the loans with repayment at maturity have been taken into account.

Finally, the duration of the Bonds will also depend on their variable interest rate, and in all the tables included in this section constants have been assumed of 0.187% for Series A, 0.387% for Series B, and 0.537% for Series C, taking the 3-month EURIBOR on November 27, 2015 as a reference, i.e., 0.113%, plus a margin of 0.30% for Series A, a margin of 0.50%

for Series B, and 0.65% on the ordinary part of the interest for Series C. Taking the margins stated above for each Series into consideration, the weighted average interest rate of the issue is 0.251%. For the First Interest Accrual Period, an interest rate resulting from the 3-month EURIBOR rate at the Date of Incorporation will be considered, i.e., at December 10, 2015, plus a margin of 0.30% for Series A, a margin of 0.50% for Series B and a margin of 0.65% for Series C.

Assuming that the Manager, acting on behalf of the Fund, effects the Early Settlement of the Fund as envisaged under section 4.4.3 of the Registration Document when the nominal amount of the Assets of the Issue is less than ten percent (10%) of the Outstanding Balance of the Assets on the Incorporation Date, the average life, duration, maturity and IRR of the Bonds would be as follows based on the different annual CPRs (8%, 10% and 12%):

8%			
	SERIES A	SERIES B	SERIES C
MATURITY	09/16/2018	03/16/2021	03/16/2021
AVERAGE LIFE	0.91 Years	4.27 Years	5.26 Years
DURATION	1.15 Years	4.45 Years	5.37 Years
IRR	0.191%	0.394%	0.546%

10%			
	SERIES A	SERIES B	SERIES C
MATURITY	09/16/2018	12/16/2020	12/16/2020
AVERAGE LIFE	0.87 Years	3.98 Years	4.76 Years
DURATION	1.11 Years	4.16 Years	4.90 Years
IRR	0.191%	0.394%	0.547%

12%			
	SERIES A	SERIES B	SERIES C
MATURITY	06/16/2018	09/16/2020	09/16/2020
AVERAGE LIFE	0.84 Years	3.87 Years	4.76 Years
DURATION	1.08 Years	4.06 Years	4.90 Years
IRR	0.191%	0.394%	0.547%

The Manager expressly warrants that the financial service chart for each of the Series described below are purely theoretical and are intended for illustrative purposes.

The financial service chart of each Series for the 8%, 10% and 12% CPR is as follows:

FLOWS FOR EACH BOND WITHOUT WITHHOLDING FOR THE BONDHOLDER (EUROS)									
CPR=8%									
	PRINCIPAL REPAID SERIES A	GROSS INTEREST SERIES A	TOTAL SERIES A	PRINCIPAL REPAID SERIES B	GROSS INTEREST SERIES B	TOTAL SERIES B	PRINCIPAL REPAID SERIES C	GROSS INTEREST SERIES C	TOTAL SERIES c
12/04/2015									
03/16/2016	29,841.74	48.31	29,890.05	-	99.98	99.98	-	138.73	138.73
06/16/2016	24,823.38	33.53	24,856.91	-	98.90	98.90	-	137.23	137.23
09/16/2016	7,652.46	21.67	7,674.13	-	98.90	98.90	-	137.23	137.23
12/16/2016	6,075.06	17.81	6,092.87	-	97.83	97.83	-	135.74	135.74
03/16/2017	5,849.44	14.78	5,864.22	-	96.75	96.75	-	134.25	134.25
06/16/2017	5,834.10	12.31	5,846.41	-	98.90	98.90	-	137.23	137.23
09/16/2017	5,057.24	9.52	5,066.76	-	98.90	98.90	-	137.23	137.23
12/16/2017	5,233.23	7.03	5,240.26	-	97.83	97.83	-	135.74	135.74
03/16/2018	4,292.68	4.50	4,297.18	-	96.75	96.75	-	134.25	134.25
06/16/2018	4,126.44	2.55	4,128.99	-	98.90	98.90	-	137.23	137.23
09/16/2018	1,214.24	0.58	1,214.83	5,779.67	98.90	5,878.57	-	137.23	137.23
12/16/2018	-	0.00	0.00	9,327.45	92.17	9,419.62	-	135.74	135.74
03/16/2019	-	0.00	0.00	9,515.21	82.13	9,597.34	-	134.25	134.25
06/16/2019	-	0.00	0.00	8,181.41	74.55	8,255.96	-	137.23	137.23
09/16/2019	-	0.00	0.00	6,474.51	66.46	6,540.97	-	137.23	137.23
12/16/2019	-	0.00	0.00	6,255.93	59.40	6,315.33	-	135.74	135.74
03/16/2020	-	0.00	0.00	5,733.13	53.28	5,786.41	-	135.74	135.74
06/16/2020	-	0.00	0.00	5,090.07	48.20	5,138.27	-	137.23	137.23
09/16/2020	-	0.00	0.00	3,178.33	43.16	3,221.50	-	137.23	137.23
12/16/2020	-	0.00	0.00	3,458.51	39.58	3,498.10	-	135.74	135.74
03/16/2021	-	0.00	0.00	37,005.78	35.80	37,041.58	100,000.00	134.25	100,134.25
	100,000.00	172.58	100,172.58	100,000.00	1,677.26	101,677.26	100,000.00	2,862.51	102,862.51

Non Performing accumulated in the Loans and Credit Lines portfolio of 3.46% with an Annual CPR of a 12% in relation to the Outstanding Balance of the Assets on the Incorporation Date.

FLOWS FOR EACH BOND WITHOUT WITHHOLDING FOR THE BONDHOLDER (EUROS)									
CPR=10%									
	PRINCIPAL REPAID SERIES A	GROSS INTEREST SERIES A	TOTAL SERIES A	PRINCIPAL REPAID SERIES B	GROSS INTEREST SERIES B	TOTAL SERIES B	PRINCIPAL REPAID SERIES C	GROSS INTEREST SERIES C	TOTAL SERIES c
12/04/2015									
03/16/2016	30,597.18	48.31	30,645.49	0.00	99.98	99.98	0.00	138.73	138.73
06/16/2016	25,070.11	33.17	25,103.28	0.00	98.90	98.90	0.00	137.23	137.23
09/16/2016	7,939.16	21.19	7,960.35	0.00	98.90	98.90	0.00	137.23	137.23
12/16/2016	6,314.19	17.20	6,331.40	0.00	97.83	97.83	0.00	135.74	135.74
03/16/2017	6,034.53	14.06	6,048.60	0.00	96.75	96.75	0.00	134.25	134.25
06/16/2017	5,947.66	11.49	5,959.15	0.00	98.90	98.90	0.00	137.23	137.23
09/16/2017	5,138.89	8.65	5,147.54	0.00	98.90	98.90	0.00	137.23	137.23
12/16/2017	5,252.26	6.13	5,258.39	0.00	97.83	97.83	0.00	135.74	135.74
03/16/2018	4,302.59	3.60	4,306.19	0.00	96.75	96.75	0.00	134.25	134.25
06/16/2018	3,403.42	1.63	3,405.05	2,088.51	98.90	2,187.41	0.00	137.23	137.23
09/16/2018	0.00	0.00	0.00	9,388.98	96.83	9,485.81	0.00	137.23	137.23
12/16/2018	0.00	0.00	0.00	9,200.40	86.60	9,286.99	0.00	135.74	135.74
03/16/2019	0.00	0.00	0.00	9,276.85	76.74	9,353.59	0.00	134.25	134.25
06/16/2019	0.00	0.00	0.00	7,944.84	69.27	8,014.11	0.00	137.23	137.23
09/16/2019	0.00	0.00	0.00	6,291.05	61.42	6,352.47	0.00	137.23	137.23
12/16/2019	0.00	0.00	0.00	6,024.14	54.60	6,078.74	0.00	135.74	135.74
03/16/2020	0.00	0.00	0.00	5,484.48	48.70	5,533.19	0.00	135.74	135.74
06/16/2020	0.00	0.00	0.00	4,844.56	43.81	4,888.37	0.00	137.23	137.23
09/16/2020	0.00	0.00	0.00	39,456.19	39.02	39,495.21	100,000.00	137.23	100,137.23
12/16/2020	100,000.00	165.42	100,165.42	100,000.00	1,560.63	101,560.63	100,000.00	2,592.52	102,592.52
	30,597.18	48.31	30,645.49	0.00	99.98	99.98	0.00	138.73	138.73

Non Performing accumulated in the Loans and Credit Lines portfolio of 3.29% with an Annual CPR of a 10% in relation to the Outstanding Balance of the Assets on the Incorporation Date.

FLOWS FOR EACH BOND WITHOUT WITHHOLDING FOR THE BONDHOLDER (EUROS)									
CPR=12%									
	PRINCIPAL REPAID SERIES A	GROSS INTEREST SERIES A	TOTAL SERIES A	PRINCIPAL REPAID SERIES B	GROSS INTEREST SERIES B	TOTAL SERIES B	PRINCIPAL REPAID SERIES C	GROSS INTEREST SERIES C	TOTAL SERIES c
12/04/2015									
03/16/2016	31,363.89	48.31	31,412.20	0.00	99.98	99.98	0.00	138.73	138.73
06/16/2016	25,314.89	32.80	25,347.69	0.00	98.90	98.90	0.00	137.23	137.23
09/16/2016	8,221.32	20.70	8,242.02	0.00	98.90	98.90	0.00	137.23	137.23
12/16/2016	6,545.72	16.59	6,562.31	0.00	97.83	97.83	0.00	135.74	135.74
03/16/2017	6,209.75	13.35	6,223.10	0.00	96.75	96.75	0.00	134.25	134.25
06/16/2017	6,050.32	10.68	6,061.00	0.00	98.90	98.90	0.00	137.23	137.23
09/16/2017	5,209.04	7.79	5,216.83	0.00	98.90	98.90	0.00	137.23	137.23
12/16/2017	5,260.44	5.24	5,265.68	0.00	97.83	97.83	0.00	135.74	135.74
03/16/2018	4,301.78	2.72	4,304.50	0.00	96.75	96.75	0.00	134.25	134.25
06/16/2018	1,522.84	0.73	1,523.57	7,621.22	98.90	7,720.12	0.00	137.23	137.23
09/16/2018	0.00	0.00	0.00	9,326.23	91.36	9,417.59	0.00	137.23	137.23
12/16/2018	0.00	0.00	0.00	9,048.79	81.25	9,130.03	0.00	135.74	135.74
03/16/2019	0.00	0.00	0.00	9,021.07	71.60	9,092.67	0.00	134.25	134.25
06/16/2019	0.00	0.00	0.00	7,693.42	64.27	7,757.69	0.00	137.23	137.23
09/16/2019	0.00	0.00	0.00	6,092.14	56.66	6,148.80	0.00	137.23	137.23
12/16/2019	0.00	0.00	0.00	5,782.17	50.08	5,832.25	0.00	135.74	135.74
03/16/2020	0.00	0.00	0.00	5,229.40	44.43	5,273.83	0.00	135.74	135.74
06/16/2020	0.00	0.00	0.00	4,595.05	39.74	4,634.80	0.00	137.23	137.23
09/16/2020	0.00	0.00	0.00	35,590.50	35.20	35,625.70	100,000.00	137.23	100,137.23
	100,000.00	158.91	100,158.91	100,000.00	1,518.21	101,518.21	100,000.00	2,592.52	102,592.52

Non Performing accumulated in the Loans and Credit Lines portfolio of 3.01% with an Annual CPR of a 12% in relation to the Outstanding Balance of the Assets on the Incorporation Date.

4.11 Representation of the security holders.

As provided for in article 26 of Law 5/2015, the Manager, as manager of third-party business, shall represent and defend the interests of the holder of the Bonds issued by the Fund and the rest of creditors of the Fund. As a consequence, the Manager employ due diligence and transparency in the defense of the best interests of the holders of the Bonds and remaining creditors and in accordance with the provisions provided for from time to time.

4.12 Resolutions, authorizations and approvals under which the securities are issued.

The resolutions, approvals and authorizations under which this Bond issue is to be made are those set forth below:

- a) Corporate resolutions:
 - a.1 Resolution of the Executive Committee of the Originator dated November 2, 2015, authorizing the transfer of the Assets to the Fund and the issue of the Mortgage Transfer Certificates for their subscription by the Manager on behalf of the Fund.
 - a.2 Resolution of the Manager's Board of Directors dated October 6, 2015, which authorized the incorporation of the Fund, the acquisition of the assets from the Originator and the subscription of the Mortgage Transfer Certificates issued by the Originator.
- b) The filing of this Prospectus with the CNMV, which took place on December 3, 2015.
- c) Execution of the Deed of Incorporation, which will take place on December 10, 2015, a copy of which shall be sent to the CNMV and Iberclear prior to the Disbursement Date (i.e., December 14, 2015).

4.13 Issue date.

The issue date of the Bonds will be November 30, 2015.

4.13.1 Effects of the subscription on the Bondholders.

Subscription of the Bonds implies for each Bondholder acceptance of the terms of the Deed of Incorporation and this Prospectus.

4.13.2 Potential investors.

The placement of the Bonds is directed at qualified investors, as that term is defined in Article 39 of Royal Decree 1310/2005, of November 4, partially implementing Law 24/1988 July 28, on the securities market, regarding admission to trading of securities in secondary official markets, public offerings or subscriptions and the applicable prospectus required for such purposes or to the equivalent categories of investors under the applicable legislation.

The issue of the Bonds of each of the Series will be fully subscribed by Santander

Once the issue has been fully subscribed by the Subscriber and the Bonds are admitted for trading on the AIAF market, the Bonds may be freely acquired through that market according to its own trading rules.

Subscription of the Bonds implies for each Bondholder acceptance of the terms of the Deed of Incorporation and this Prospectus.

4.13.3 Subscription Period.

The Subscription Period of the Bonds will be December 4, 2015 from nine a.m. (09:00) until midday (12:00).

4.13.4 Where and before whom the Bonds may be subscribed.

Not applicable.

4.13.5 Placement and award of the Bonds.

Not applicable.

4.13.6 Disbursement Date and procedure.

The Disbursement Date will be December 14, 2015 until one thirty p.m. (13:30).

Purchase of the Bonds will be at the issue price of 100% of their nominal value, that is, ONE HUNDRED THOUSAND EUROS (€100,000).

As Paying Agent, Santander will pay the Fund the amount of the issue before two p.m. (14:00) (Madrid time) on the Disbursement Date with value date on that same day, by paying the amounts for Series A Bonds and Series B Bonds into the Cash Account and for Series C Bonds (i.e., regarding the Reserve Fund) into the Interest Account.

4.14 Restrictions on the free transferability of the securities.

The Bonds may be freely transferred by any legal admissible means and according to AIAF rules. The transmission of the securities represented by book entries will take place by transfer in the accounts. The act of recording the transfer in favor of the purchaser in the accounts will have the same effect as transfer of possession (“*tradición de los títulos*”) of the securities and thereafter the transfer will be enforceable against third parties. On this point, no claim may be brought against a third party that acquires the Bonds represented in book-entry form for valuable consideration from a person who, according to the account entries, is entitled to transfer them, unless at the moment of the acquisition the third party acted in bad faith or with gross negligence.

The creation of limited real rights or other kinds of encumbrance over the Bonds must be registered in the relevant account. Pledges, when registered, will be tantamount to transfer of possession of the security.

Encumbrances will be effective against third parties from the time the relevant registration is made.

5. ADMISSION TO TRADING AND TRADING ARRANGEMENTS.

5.1 Indication of the market where the securities will be traded.

The Manager, on behalf of and representing the Fund, will request admission to official trading of this Bond issue on the AIAF fixed income market, once the Fund is set up but before the Bonds are purchased, such that the Bonds start trading within a term of no greater than one (1) month running from the Disbursement Date.

The Manager will also, on behalf of the Fund, apply for inclusion of the issue with Iberclear, such that the clearing and settlement of the Bonds is carried out in accordance with the rules of operation established or to be approved in the future by Iberclear with respect to securities admitted to trading on the AIAF market. Bonds will also be registered at international securities depositories, such as EUROCLEAR BANK and/or CLEARSTREAM LUXEMBOURG.

In the event that this deadline is not met, the Manager shall disclose the causes of the breach to the CNMV and the public, in addition to informing the CNMV of a material fact, by publishing an announcement in a nationally-circulated newspaper or in the Daily Journal of AIAF Transactions, or in any other media widely accepted by the market, insofar as such publication ensures adequate circulation of the information in due time and content, including the reasons for why the deadline was not met and the new date forecast for admission to trading of the issued securities, the foregoing without prejudice to any possible liability stemming from the delay.

The Manager hereby states that it is familiar with the requirements and conditions required for admission to trading, permanence and exclusion of the Bonds on/from the AIAF market pursuant to currently existing laws, as well as the requirements of its governing bodies and hereby undertakes to abide by them.

There is no plan to contract any entity to provide liquidity to the Bonds during the life of the issue.

5.2 Paying Agent and Custodian Entities.

a) Paying Agent:

The Manager, acting on behalf of the Fund, appoints Santander, which accepts, as the Paying Agent to carry out the financial service of the Bond issue. Banco Santander will not charge any commissions in its capacity as Paying Agent. The obligations assumed by Santander, in its capacity as Paying Agent under the Management, and Paying Agent Agreement, are as follows:

If the provisional ratings of the Bonds are not confirmed by the Rating Agencies prior to the Subscription Period, the Management and Paying Agency Agreement will be terminated.

- **Disbursement of the issue**

The Paying Agent shall pay the amount of the issue to the Fund prior to 14:00 (Madrid time) on the Disbursement Date with value date that same day, by paying the amount for Series A Bonds and Series B Bonds into the Cash Account and the amount for Series C Bonds (i.e., regarding the Reserve Fund) into the Interest Account.

- **Notice of the EURIBOR Reference Rate**

At each of the Rate Setting Times, the Paying Agent shall notify the Manager of the Benchmark Interest Rate to serve as the base for calculating the Nominal Interest Rate applicable to each Bond Series.

- **Payments against the Fund**

On each of the Bond Payment Dates, the Paying Agent shall pay interest and redeem principal on the Bonds in accordance with the instructions received from the Manager.

Payments to be made by the Paying Agent shall be carried out through the relevant institutions participating in Iberclear, in whose records the Bonds are registered, as per the applicable procedures for said service.

If, on a Payment Date, there are no Liquid Funds for Redemption in the Cash Account or Interest Account, as the case may be, the Paying Agent will not be required to make any payment.

- **Taxes and expenses**

All costs, expenses and taxes incurred from discharging the preceding obligations will be met by the Paying Agent or the substituted paying agent.

- **Obligations in case of rating downgrade**

The Paying Agent undertakes to inform the Manager of any downgrade or withdrawal of its credit rating issued by the Rating Agencies as soon as it becomes aware of any such downgrade or withdrawal. In the event that the Paying Agent is replaced, the costs derived from said replacement will be met by the replaced Paying Agent.

Criteria of Moody's Investors Service España, S.A.

In the event that the credit rating of the Paying Agent for its short-term non-subordinated and non-secured debt as awarded by Moody's falls below Baa3 or P-3 for its long-term and short-term risk, respectively, or is not rated, the Paying Agent must put into practice, on behalf of the Fund and within a maximum period of thirty (30) Business Days of the moment at which such situation takes place and following notice to the Rating Agencies, one of the necessary alternatives described below, and which allow the maintenance of an adequate level of guarantee with respect to the commitments deriving from the functions contained in the Management and Paying Agent Agreement:

- (i) To obtain a first-demand guarantee, at the simple request of the Manager, that secures the timely payment by the Paying Agent of its obligations, from a credit entity or entities with a credit rating for their debt of no less than Baa3 or P-3 for their long-term and short-term risk, respectively, that secures the commitments assumed by the Paying Agent;
- (ii) To replace the Paying Agent with an entity with a rating for its debt of no less than Baa3 or P-3 for their long-term and short-term risk, respectively, to assume, under the same conditions, the functions of the affected entity established in the respective agreement.

Criteria of DBRS Ratings Limited

If the DBRS rating of the Paying Agent is reduced to lower than BBB for long-term debt, or if its rating is withdrawn, the Manager must implement, on behalf of the Fund, within a period of thirty (30) calendar days from the date said situation arises and after notifying the Rating Agencies, any of the required options described below the aim being to maintain a suitable level of security in relation to the commitments deriving from the duties set forth in the respective agreement and to ensure that the rating awarded to the Bonds by DBRS is not downgraded.

- (i) To obtain similar guarantees or commitments from a credit entity or entities with a DBRS Rating of no lower than BBB (without such rating being "Under Review (Negative)") for long-term debt, so as to guarantee the undertakings assumed by the Paying Agent. The guarantee or commitment must comply with the criteria established by DBRS. In such case, all expenses will be met by the Paying Agent.
- (ii) Replace the Paying Agent with an entity with a DBRS Rating of no lower than BBB (without this rating "Under Review (Negative)") for long-term debt, in

order for the new entity to assume, under the same conditions, the functions of the affected Paying Agent as established in its respective agreement.

The Paying Agent will also be able to terminate the Management and Paying Agent Agreement by providing at least two months' notice to the Manager, in accordance with the terms of the Management and Paying Agent Agreement and provided that (i) another lender with financial characteristics similar to the Paying Agent and with a credit rating of at least BBB (without said rating being "Under Review (Negative)") for long-term debt, according to DBRS, and a credit rating of at least Baa-3 or P-3 according to Moody's, accepted by the Manager, replaces it in the duties assumed under the Management and Paying Agent Agreement and; (ii) the CNMV and Rating Agencies are informed. In the event of replacement resulting from the resignation of the Party being replaced, all costs derived from the replacement process will be borne by the latter, as will any commission payable to the new Paying Agent.

Criteria of Scope Ratings A.G.

In the event that the credit rating of the Paying Agent for its long-term risk as awarded by Scope Ratings falls below BBB, or is not rated, the Manager must put into practice, on behalf of the Fund and within a maximum period of thirty (30) Business Days from the moment at which such situation takes place and following notice to the Rating Agencies, one of the necessary alternatives described below, and which allow the maintenance of an adequate level of guarantee with respect to the commitments deriving from the functions contained in the Management, Subscription and Paying Agent Agreement:

- (i) To obtain a first-demand guarantee, at the simple request of the Manager, that secures the timely payment by the Paying Agent of its obligations, from a credit entity or entities with a credit rating for their debt of no less than BBB for their long-term risk, that secures the commitments assumed by the Paying Agent. In such case, all expenses will be met by the Paying Agent.
- (ii) To replace the Paying Agent with an entity with a rating for its debt of no less than BBB for their long-term risk, to assume, under the same conditions, the functions of the affected entity established in the respective agreement. In such case, all expenses arising from the substitution will be met by the Paying Agent that has been substituted.

If the provisional ratings of the Bonds are not confirmed by the Rating Agencies prior to the Subscription Period, the Management and Paying Agency Agreement will be terminated.

b) Custodian entities:

Not relevant.

6. EXPENSES OF THE OFFER AND ADMISSION TO TRADING

The following expenses have been envisaged:

	Euros
a) Incorporation costs (expenses related to documentation, advertising and official charges):	
CNMV charges (for the offer and admission to trading): 0.01% of the issue amount of the Bonds if admitted to trading. If not admitted to trading: €5,000	€60,000
AIAF charges:	€72,600
Iberclear charges:	€2,420
Other (Rating Agencies, legal advice, Notary, audit and miscellaneous fees)	€474,980
Subtotal:	€610,000
b) Issue expenses:	
Structuring fee of the Manager	€90,000
Subtotal:	€90,000
GRAND TOTAL	€700,000.00

The Manager shall charge a structuring fee to be paid in one sole payment on the Disbursement Date of NINETY THOUSAND EUROS (€90,000), VAT included where applicable, as consideration for its work as Fund promoter, and for the financial design of the transaction structure and for coordinating the Originator, Rating Agencies and oversight authorities.

The incorporation and issue expenses stated herein will be paid against the Subordinated Loan described under section 3.4.3 of the Additional Building Block.

7. ADDITIONAL INFORMATION

7.1 Persons and entities advising on the issue.

- a) SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is intervening as legal and financial adviser in relation to the structure of the program.
- b) CUATRECASAS GONÇALVES PEREIRA, S.L.P. is intervening as legal adviser to the program structure and has reviewed the tax regime applicable to the Fund contained in section 4.5 d) of the Registration Document as an independent third party.

7.2 Information in the Securities Note reviewed by the auditors.

Not applicable.

7.3 Expert statements or reports.

The Loans and the Credit Lines will be audited by Deloitte by means of the Attribute Audit Report described in section 2.2.2 of the Additional Building Block. Deloitte has also audited the annual financial statements of the Manager and of Santander for the last three fiscal years.

7.4 Information furnished by third parties.

As part of its duty to check the information contained in this Prospectus, the Manager has received confirmation from the Originator concerning the veracity of the features of the Originator and of the Assets, as contained within section 2.2.8 of the Additional Building Block, as well as the remaining information on the Originator and the Assets as contained in this Prospectus. The Originator shall, for the benefit of the Manager, reconfirm compliance with these characteristics at the Incorporation Date in the Deed of Incorporation.

The Manager confirms that the information received from the Originator on both the Assets and the Originator itself has been reproduced accurately and that, to the best of its knowledge and as far as it is able to determine in light of the information provided by the Originator, no fact has been omitted that would make the reproduced information inaccurate or misleading; and moreover that this Prospectus does not omit facts or significant data that could prove relevant to investors.

7.5 Ratings.

The Bonds included in this Securities Note have been assigned on December 3, 2015 by DBRS Ratings Limited, Moody's Investors Service España, S.A. and Scope Ratings A.G., respectively, the following provisional ratings by the Rating Agencies:

<i>Bond series</i>	<i>DBRS</i>	<i>Moody's</i>	<i>Scope</i>
Series A	A (low)(sf)	Aa2 (sf)	AAA (sf)
Series B	CCC (sf)	Caa1 (sf)	B+ (sf)
Series C	C (sf)	Ca (sf)	C (sf)

The meaning of the ratings assigned to the Bonds is available on the Rating Agencies website, which are: www.dbrs.com, www.moodys.com and www.scoperatings.com.

If, before the Bond Subscription Period, the Rating Agencies do not confirm any of the provisional ratings assigned, this will be reported immediately to the CNMV and made public as provided for in section 4 of the Additional Building Block. This circumstance will result in the termination of the incorporation of the Fund, the Bond issue, all agreements save for the Subordinated Loan Agreement in relation to the costs incurred from incorporating the Fund, the Bond issue and the transfer of the Bonds.

The abovementioned Rating Agencies have being registered and authorized by the ESMA as of October 31, 2011, except for Scope which was registered on May 24, 2011, as European Union Credit Rating Agencies in accordance with the provisions of European Community Regulation No 1060/2009 of the European Parliament and of the Council of September 16, 2009, on Credit Rating Agencies.

ADDITIONAL BUILDING BLOCK TO THE SECURITIES NOTE

This Additional Building Block has been prepared in accordance with Regulation (EC) No. 809/2004 and approved by the Comisión Nacional del Mercado de Valores (*Spanish Securities Market Commission*) on December 3, 2015.

ADDITIONAL BUILDING BLOCK TO THE SECURITIES NOTE

1. SECURITIES

1.1 Amount of the issue.

The Fund will be constituted with Assets that Santander will transfer to the Fund at the Incorporation Date, the total principal of which will be equal to or slightly more than TWO BILLION EIGHT HUNDRED MILLION EUROS (€2,800,000,000).

In view of the information furnished by the Originator in relation to the repayment rate and defaults on the Loans and Credit Lines, the Manager estimates that the Outstanding Balance of the Assets as at the registration date of this Prospectus is sufficient to set up the Fund with the initial assets described in the preceding paragraph.

1.2 Confirmation that the information relating to a company or debtor not involved in the issue has been reproduced.

Not applicable.

2. UNDERLYING ASSETS.

2.1 Confirmation of the capacity of the Assets to generate funds to service payments on the securities.

According to the information provided by the Originator, the Manager confirms that the flows of principal, interest and any other amounts generated by the Assets are sufficient, as per their contractual features, to meet payments due and payable on the Bonds.

Notwithstanding the above, and in order to cover possible non-payments by the Debtors, a series of credit enhancement operations have been planned to mitigate the risk of default, with respect to both principal and interest on the Bonds. These enhancements are described under section 3.4.2 of this Additional Building Block. In exceptional circumstances, these enhancement operations could prove insufficient.

Not all of the Bonds have the same risk of default, as reflected in the different credit ratings assigned to the different Bond series and which are detailed under section 7.5 of the Securities Note.

2.2 Assets backing the Bond issue.

The credit rights to be pooled together as the assets of the Fund are derived from Loans and drawdowns on Credit Lines, which will be used to back this Bond issue.

The Loans and the Credit Lines had been granted by Santander, Banesto and Banif until April 30, 2013, date on which Banesto and Banif were absorbed by Banco Santander and their respective Loans and Credit Lines became part of the portfolio of Banco Santander. From April 30, 2013, the Loans and Credit Lines which comprise the Fund's assets have been originated at Banco Santander.

The Loans, according to the type of guarantee are classified as (i) Mortgage Loans (with property mortgage guarantee) ("**Mortgage Loans**") and (ii) Non-Mortgage Loans with personal guarantee from third parties – sureties, (iii) Non-Mortgage Loans with no specific security (with borrower's personal guarantee), and (iv) Non-Mortgage Loans with real guarantees (other than a mortgage loan), (hereinafter (ii), (iii) and (iv) the "**Non-Mortgage Loans**" or, when referred to jointly with Mortgage Loans, the "**Loans**").

The Loans have been granted by Santander, Banesto and Banif to small- and medium-sized enterprises (SMEs, known in Spanish as PYMEs) and self-employed workers residing and domiciled in Spain, except for companies of the Santander Group and syndicated loans, that meet the requirements of Commission Recommendation 2003/361/EC of May 6, 2003 for the purpose of financing economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings related to their economic activity or acquiring rural property, urban property, and plots. For this last purpose loans destined to property construction and real estate development are excluded, however, there may be loans intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums.

The main characteristics of the Loans pooled in the Preliminary Portfolio are described below in section 2.2.2 of this Additional Building Block.

On the other hand, in terms of drawdowns on the Credit Lines, these are Credit Line drawdowns without specific collateral, with the personal third-party guarantee (surety) and/or real guarantee other than a mortgage (the “**Credit Lines**”) granted by Santander, Banesto and Banif to small and medium-sized enterprises (SMEs) and self-employed individuals residing in Spain with the exception of companies of the Santander Group and syndicated Credit Lines that comply with Commission Recommendation 2003/361/EC, May 6, 2003, to finance its short and medium-term economic activities and for the aforementioned purposes of the Loans.

The Credit Lines will consist of commercial agreements in which the Originator grants a line of liquidity for a maximum amount provided for under the terms of the agreement to one or more borrowers. In order to draw down all or part of the loan amount, the borrower must make successive drawdown requests by delivering a drawdown notice, as provided for in the terms of the agreement. The Credit Lines will accrue interest in accordance with the terms of the agreement, accrued during the period of interest and settled as established by the agreement. The Credit Lines will have a maturity as specified in the agreement, and the borrower must proceed with the total reimbursement of the amounts drawn down under the credit line in accordance with the terms of the agreement. Credit Lines do not have a fixed schedule for the repayment of the principal.

The following defines the main characteristics of the Credit Lines contained in the Preliminary Portfolio that are likewise contained below in section 2.2.2 of this Additional Building Block: they have an average weighted length of 6.41 months although the average weighted maturity is of 7.75 months; they are drawn on an average of 80.92% of the maximum amounts and 2.15% of the balance drawn on the Credit Lines of the Preliminary Portfolio are in excess of 100.00% of with respect to their maximum limit as reflected in the policy or deed, with the maximum overlimit standing at 104.91% of the maximum amount (see table 2.2.2 q).

The Credit Lines of the Preliminary Portfolio may come from renewals or from the original formalization thereof.

The Credit Lines will not be understood as automatically renewed on their maturity date for the effects of remaining in the Fund. On the maturity date of the Credits Lines the agreement is legally cancelled, notwithstanding that the Bank may renew the Credit Lines with the customer, which will no longer be a part of the Fund.

The Credit Lines will enter into default if, upon their maturity date, the debtor fails to pay the amount drawn on such date or, in the event of Overlimits, as of the moment at which these are exceeded.

With regard to interest accrued on the Credit Lines, this will be capitalized in accordance with Article 317 of the Code of Commerce, increasing the amount drawn and in turn accruing new

interest at the corresponding rate applicable in accordance with the corresponding credit agreements. This interest on the Credit Lines in turn creates an increase in the balance available in such Credit Lines.

As of the moment at which the interest on the Credit Lines themselves is paid, the Bank receives (collects) that amount, charged to the same Credit Lines. The charge on the Credit Lines entails the collection of interest by the Bank and of the payment thereof to the Fund in the Interest Account. The upward and downward variation operations of the Credit Lines and their repercussion on the Fund are contained in section 3.4.3.(b) below.

With respect to any Credit Line Overlimits, these may be caused in two ways: i) by the additional drawdowns made by the Debtors in the Credit Lines after surpassing the maximum limit available; and ii) when the maximum available limit of the Credit Lines is surpassed as a result of the capitalization of the interest thereof described in the preceding paragraphs. In this case, the Overlimit is covered by the initial credit policy executed between the Bank and the Debtor so that no authorization by any Bank authority is required. The Debtor should in all cases remedy the Overlimit in the terms required by the Bank in its policy for granting loans and credit lines contained in section 2.2.7. of the Additional Building Block of this Prospectus.

If the Overlimit is not covered by the corresponding credit policy and falls under paragraph i) above, the criteria to be applied by the Bank are as follows:

1) Authorization by the competent authority: Any excess over the limit should be **duly authorized by the competent authority**, in other words, by the corresponding Lending Committee by virtue of the powers vested by the Risk Committee (the Offices, the Regional Lending Committee, the Lending Committee of the Risk Area and the Risk Committee itself), attributed to each one of the authorities on the basis of the amount, term and guarantees granted for each borrower and/or group. For these purposes, as a general rule, the competent authority does not authorize the Debtor to exceed the limit unless the previous overlimit has been remedied.

2. Authorization on the basis of the credit rating of the debtor: In the decision to grant a credit line overlimit the **credit quality of the client** is assessed with the following requirements: rating greater than five, (or scoring approved for cases of private risks) risk rating in a normal situation, proven repayment capacity sufficient to cover the overlimit within the period granted (normally these are very short periods referring to days) and appropriate guarantees/solvency.

3. Internal alarms and recovery operations: In an overlimit situation, alarms are of an internal nature and appear in a **computer system known as GSI or “Irregular Situation Management”** to which offices and central services at the risk and recovery level have access. As established in internal circulars of the Bank, the Offices and risk analysis should perform a daily review of these lists in order to manage the settlement of these positions. Furthermore, from the start any overlimits form a part of the “Recovery Circuit” included in section 2 on the *Claim and recoveries policy* included in section 2.2.7.1 of the Additional Building Block, and will be removed only in the event of the settlement of their situation.

4. Overlimit documentation: The overlimit is documented by means of the processing of a new risk proposal that should be approved by the competent authority and not by underwriting a new policy.

The credit rights derived from the Loans and the Credit Lines mentioned above will be jointly referred to as the “**Assets**”.

Assets derived from Loans and, as appropriate, from the balance drawn by the Borrowers on each Credit Line on a specific date (the “**Quantities Drawn on the Credit Lines**”) will be

assigned to the Fund. Therefore any variations, whether upward or downward, that occur in the Credit Lines will be transferred daily to the Fund by means of the corresponding adjustment to the Liquidity Facility, so that the balances actually drawn on the Credit Lines at any given time are assigned to the Fund, all pursuant to the terms detailed in section 3.4.3.b below of this Additional Building Block.

For the purpose of the foregoing, balances drawn on the Credit Lines will be understood as the difference between the drawdowns and repayments corresponding to the Credit Lines, including if applicable, the interest accrued and capitalized. This difference will be calculated at the Business Day immediately before the reference date.

The assignment to the Fund of Assets derived from Loans will take place via the issue of Mortgage Transfer Certificates, while Assets derived from Non-Mortgage Loans and from Quantities Drawn on the Credit Lines will be assigned directly in the Deed of Incorporation and, with regard to upward drawdowns of the Credit Lines, via the corresponding adjustment of the Liquidity Facility, as indicated in section 3.4.3.b of this Additional Building Block.

2.2.1 Legal jurisdiction governing the pool of Assets.

The Assets are governed by the laws of Spain.

2.2.2 General features of the debtors and the economic climate, as well as statistical data relating to the assets to be securitized.

The Assets to be pooled in the Fund at the Incorporation Date will comprise credit rights derived from the Loans and the Credit Lines awarded by Santander, Banesto and Banif to small- and medium-sized enterprises (SMEs) and self-employed individuals, except for the Santander Group companies and syndicated loans, that meet the requirements of Commission Recommendation 2003/361/EC of May 6, 2003, all such loans denominated in euros. For the above purposes Commission Recommendation 2003/361/EC of May 6, 2003, also includes micro-enterprises and self-employed individuals.

Attribute Audit Report.

In order to comply with provisions of article 22 of Law 5/2015, the Preliminary Portfolio of Loans and Credit Lines from which the credit rights are derived is covered in an audit report prepared by Deloitte (the “**Attribute Audit Report**”). The purpose of the report is to verify the following attributes:

- Nature of the assigned debtor
- Identification of the assigned debtor
- Assignment of the assets
- Accreditation of self-employed individuals, micro-, small- and medium-sized enterprises
- Formalization date of the loan or date of last formalization/renewal of the credit line
- Maturity date of the loan or credit line
- Initial amount of the loan or last renewal/formalization of the credit line
- Current/drawn balance on the loan or credit line
- Interest rate or benchmark index
- Interest rate spread
- Interest rate applied

- Delays in Payment
- Purpose of the loan or credit line
- Ownership
- Formalization of the loan or credit line
- Frequency of payments
- Insolvency status
- Risk concession policy
- Loans or credit lines extended to developers or leasing companies.
- Existence or nature of guarantees

The following have also been audited in the case of Mortgage Loans:

- Mortgage guarantee
- Rating of the mortgage guarantee
- Formalization of the mortgage guarantee
- Registration of the mortgage guarantee
- Address of the Mortgaged Property and/or Registered Property
- Appraisal
- Initial appraisal value of the property
- Current loan balance/Initial appraisal value ratio

In addition, for Credit Lines:

- “Balance Drawn on the Credit Line/Maximum Amount” ratio

The Preliminary Portfolio from which the Assets will be drawn comprises 35,847 Loans and 6,188 Credit Lines, the outstanding balance of which, at November 19, 2015 amounted to €2,971,850,653.63 (€2,441,461,563 and €530,389,090.63 respectively).

The following tables show the distribution of Assets according to different criteria:

a) Distribution of the Loans and Credit Lines according to type of collateral and originator per type of asset.

The following tables detail the key features of the composition of the Preliminary Portfolio:

CLASSIFICATION BY TYPE OF ASSET				
	Outstanding principal		Credit Rights	
	Euros	%	Number	%
Non-mortgage loans	1,963,836,559.54	66.08%	34,344	81.70%
Mortgage Loans	477,625,003.46	16.07%	1,503	3.58%
Credit Lines	530,389,090.63	17.85%	6,188	14.72%
Total	2,971,850,653.63	100.00%	42,035	100.00%

The Credit Lines mentioned in the preceding table include amounts derived from Overlimits, as defined in section 2.2. of the Additional Building Block and capitalized interest.

CLASSIFICATION BY TYPE OF GUARANTEE				
	Outstanding principal		Credit Rights	
	Euros	%	Number	%
Non-Mortgage Credit rights without specific collateral (with personal borrower guarantee)	1,215,294,832.17	40.89%	26,512	63.06%
Non-Mortgage Credit rights without specific collateral with third-party guarantee (sureties)	935,985,299.77	31.50%	12,723	30.27%
Non-Mortgage Credit rights with real guarantee (other than a mortgage)	342,945,518.23	11.54%	1,297	3.09%
Mortgage Loans (with mortgage guarantee)	477,625,003.46	16.07%	1,503	3.58%
Total	2,971,850,653.63	100.00%	42,035	100.00%

With regard to the composition of the Preliminary Portfolio by type of guarantee, 40.84% of the outstanding principal comprises the Non-Mortgage Loans and Credit Lines “with no specific collateral” are secured with the personal guarantee of the Debtor who shall respond with all his property (assets and rights), present and future, in general without applying to any specific asset in particular.

Moreover, certain Non-Mortgage Loans and certain Credit Lines, which represent 31.50% of the outstanding principal of the Preliminary Portfolio, are secured with personal collateral (bank guarantees), meaning with assets from third parties other than the Debtor (sureties).

11.54% of the outstanding principal of the Preliminary Portfolio comprises non-Mortgage Guarantees and Credit Line, are secured with another in rem guarantee. This in rem guarantee other than a real-estate mortgage charge includes, among others: cash deposits, pledges of holdings in investment funds and other securities and pledges of public funds which are not subject to registration in any Public Registry.

Finally, 16.07% of the outstanding principal of the Preliminary Portfolio comprises Mortgage Loans, secured with real estate mortgage.

There can be no guarantee as to the final proportions of Assets derived from Mortgage Loans, Non-Mortgage Loans and Credit Lines that are ultimately assigned to the Fund, since no specific criteria will be applied to select the securitized portfolio; all without prejudice to the provisions of section 2.2.8 of this Additional Building Block.

The following chart shows the Mortgage Loans secured with real estate mortgage, on the basis of asset type.

CLASSIFICATION BY TYPE OF ASSET				
	Outstanding principal		Credit Rights	
	Euros	%	Number	%
INDUSTRIAL BUILDING	28,827,306.61	6.04%	15	1.00%
RURAL PROPERTY	6,590,387.37	1.38%	13	0.86%
PARKING GARAGES	33,060,511.08	6.92%	41	2.73%
BUSINESS PREMISES	80,272,198.85	16.81%	139	9.25%
INDUSTRIAL WAREHOUSE	35,513,122.74	7.44%	55	3.66%
OFFICES	4,760,099.32	1.00%	15	1.00%
OTHERS	20,073,015.47	4.20%	21	1.40%
LOT	9,632,605.37	2.02%	33	2.20%
COMPLETED HOUSING UNITS	258,895,756.65	54.20%	1,171	77.91%
RURAL PROPERTY	477,625,003.46	100.00%	1,503	100.00%
Total	28,827,306.61	6.04%	15	1.00%

For the purposes of the Prospectus, rural property shall mean land destined to agricultural, livestock or forestry use, including constructions or structures contained therein; and lot shall mean a portion of land that has been built or is destined for building.

The heading “Others” includes real estate assets that are not covered by the other headings such as storage units or sports facilities.

Under no circumstances shall social houses be included, as provided under Royal Decree 2960/1976, of November 12, which approves the consolidated text of the social housing legislation.

The following chart shows the allocation of the Preliminary Portfolio on the basis of originator and asset type.

CLASSIFICATION PER ORIGINATOR AND ASSET TYPE				
Originator/Asset Type	Outstanding Principal		Credit Rights	
	(euros)	%	Number	%
Loans originated in Banesto	140,854,663.11	4.74%	731	1.74%
Lines of Credit originated in Banesto	19,588,497.17	0.66%	114	0.27%
Total Banesto	160,443,160.28	5.40%	845	2.01%
Loans originated in Banif	101,341,078.31	3.41%	193	0.46%
Lines of Credit originated in Banif	3,528,662.42	0.12%	7	0.02%
Total Banif	104,869,740.73	3.53%	200	0.48%
Loans originated in Santander	2,199,265,821.58	74.00%	34,923	83.08%
Lines of Credit originated in Santander	507,271,931.04	17.07%	6,067	14.43%
Total Santander	2,706,537,752.62	91.07%	40,990	97.51%
Total	2,971,850,653.63	100.00%	42,035	100.00%

b) Distribution of Loans and Credit Lines by Debtor type

By Debtor type pooled by “economic group”, the Loans and Credit Lines included in the Preliminary Portfolio are distributed as follows:

CLASSIFICATION BY TYPE OF DEBTOR				
	Outstanding principal		Credit Rights	
	Euros	%	Number	%
Self-employed individuals	594,960,711.37	20.02%	20,347	48.40%
Micro-enterprises	1,268,261,306.95	42.68%	17,656	42.01%
Medium-sized enterprises	552,610,860.53	18.59%	865	2.06%
Small enterprises	556,017,774.78	18.71%	3,167	7.53%
Total	2,971,850,653.63	100.00%	42,035	100.00%

The Loans and Credit Lines have been classified in accordance with the definitions of freelance, micro-, small- and medium-sized enterprise set forth in Commission Recommendation of May 6, 2003, relating to the number of workers, annual turnover and annual balance sheet.

c) Twenty largest debtors

The following table shows the twenty largest economic groups (according to this concept defined in the Loan Granting Policy envisaged in section 2.2.7.1 of this Additional Block) ordered from most to least pending principal.

CLASSIFICATION BY LARGEST DEBTORS				
Economic Group	Outstanding Principal (€)	%	No. Rights	CNAE Description
1	21,203,647.75	0.71%	1	Storage and transport-related activities
2	17,750,000.00	0.60%	1	Food industry
3	16,398,575.35	0.55%	1	Real estate activities
4	15,000,000.00	0.50%	1	Other extractive industries
5	13,933,491.20	0.47%	1	Real estate activities
6	13,000,000.00	0.44%	1	Wholesale and retail trade
7	12,274,744.50	0.38%	7	Other personal services
8	11,406,667.24	0.34%	2	Other professional, scientific and technical activities
9	10,000,000.00	0.34%	1	Beverage manufacturing
10	10,000,000.00	0.34%	3	Manufacturing of other transport material
11	10,000,000.00	0.34%	1	Real estate activities
12	9,564,774.03	0.32%	1	Food industry
13	9,262,542.09	0.31%	1	Other professional, scientific and technical activities
14	9,095,362.50	0.31%	1	Headquarters Activities
15	9,075,490.10	0.31%	1	Building activities
16	9,000,000.00	0.30%	1	Accommodation services
17	8,863,961.14	0.30%	1	Sports, recreation and entertainment activities
18	8,678,912.65	0.29%	2	Wholesale and retail trade
19	8,678,571.43	0.29%	1	Financial services
20	8,657,637.82	0.29%	4	Manufacturing of computer, electronic and optical products
Subtotal 20 greatest groups	231,844,377.80	7.80%	33	
Rest	2,739,973,680.65	92.20%	42,002	
Totals	2,971,818,058.45	100.00%	42,035	

None of the debtor economic groups of the Preliminary Portfolio exceeds 0.71% of the Outstanding Principal at November 19, 2015.

The 20 main debtors or economic groups account for 7.80% of the Outstanding Principal at November 19, 2015.

d) Distribution of Loans and Credit Lines by purpose

The table below reflects the distribution by purpose of the Loans and Credit Lines included in the Preliminary Portfolio:

CLASSIFICATION BY PURPOSE				
	Outstanding principal		Credit Rights	
	Euros	%	Number	%
Acquisition of real estate	133,496,953.92	4.49%	518	1.23%
Acquisition of rural and urban property, land and plots	60,845,771.34	2.05%	351	0.84%
Acquisition of machinery and tools	151,762,345.47	5.11%	2,638	6.28%
Property construction	12,203,133.39	0.41%	80	0.19%
Funding of financial activities	1,903,511,288.45	64.05%	30,204	71.85%
Facility improvements	157,534,899.08	5.30%	2,929	6.97%
Restructuring	315,887,349.61	10.63%	2,637	6.27%
Working capital financing	236,608,912.37	7.96%	2,678	6.37%
Total	2,971,850,653.63	100.00%	42,035	100.00%

The Assets granted for the purpose of restructuring correspond to Loans and Credit Lines that the Santander, Banesto and Banif grant or granted to their under the definition of Restructuring Operation, without any of these being in situations of insolvency at the time of reunification of the debts.

The heading "Funding of financial activities" includes the purchase of goods, products or brokerage services for the sale of goods or services, payment of licenses and taxes, etc.

e) Maximum, minimum and average values of outstanding principal on the Loans and Credit Lines.

The following table provides a breakdown by outstanding principal on the Loans in the Preliminary Portfolio, and in the case of Credit Lines, their balances drawn.

The following table shows the detail of the Loans.

CLASSIFICATION BY OUTSTANDING PRINCIPAL ON THE LOANS					
		Outstanding principal		Credit Rights	
From	To	(Thousands of euros except total in euros)	%	No.	%
0.00	99,999.99	701,669.14	28.74%	31,717	88.47%
100,000.00	199,999.99	288,824.82	11.83%	2,118	5.91%
200,000.00	299,999.99	192,360.57	7.88%	799	2.23%
300,000.00	399,999.99	122,092.42	5.00%	366	1.02%
400,000.00	499,999.99	87,907.59	3.60%	200	0.56%
500,000.00	599,999.99	73,939.04	3.03%	140	0.39%
600,000.00	699,999.99	36,635.76	1.50%	57	0.16%
700,000.00	799,999.99	38,415.80	1.57%	52	0.15%
800,000.00	899,999.99	40,477.20	1.66%	48	0.13%
900,000.00	999,999.99	33,911.09	1.39%	36	0.10%
1,000,000.00	1,499,999.99	145,864.32	5.97%	127	0.35%
1,500,000.00	1,999,999.99	86,827.89	3.57%	52	0.15%
2,000,000.00	2,499,999.99	79,428.56	3.25%	37	0.10%
2,500,000.00	2,999,999.99	48,213.67	1.97%	18	0.05%
3,000,000.00	4,999,999.99	156,439.21	6.41%	41	0.11%
5,000,000.00	9,999,999.99	191,168.73	7.83%	31	0.09%
>10.000.000,00		117,285.75	4.80%	8	0.02%
TOTAL		2,441,461,563.00	100.00%	35,847	100.00%

MAX	21,203,647.75
MIN	111.58
AVERAGE	68,107.83

The table for Credit Lines is as follows:

CLASSIFICATION BY AMOUNTS DRAWN DOWN ON CREDIT LINES					
		Amount drawn down		Credit Rights	
From	To	(Thousands of euros except total in euros)	%	No.	%
0.00	99,999.99	146,223.32	27.57%	5,204	84.09%
100,000.00	199,999.99	73,597.17	13.88%	508	8.21%
200,000.00	299,999.99	52,381.60	9.88%	208	3.36%
300,000.00	399,999.99	24,111.21	4.55%	69	1.12%
400,000.00	499,999.99	25,404.77	4.79%	55	0.89%
500,000.00	599,999.99	12,650.44	2.39%	23	0.37%
600,000.00	699,999.99	12,892.68	2.43%	20	0.32%
700,000.00	799,999.99	12,050.44	2.27%	16	0.26%
800,000.00	899,999.99	7,774.11	1.47%	9	0.15%
900,000.00	999,999.99	13,389.08	2.52%	14	0.23%
1,000,000.00	1,499,999.99	36,243.72	6.83%	29	0.47%
1,500,000.00	1,999,999.99	25,271.57	4.76%	14	0.23%
2,000,000.00	2,499,999.99	11,674.71	2.20%	5	0.07%
2,500,000.00	2,999,999.99	8,015.74	1.51%	3	0.05%
3,000,000.00	4,999,999.99	19,277.11	3.63%	5	0.08%
	>5.000.000,00	49,431.42	9.32%	6	0.10%
TOTAL		530,389,090.63	100.00%	6,188	100.00%

MAX	9,564,774.03
MIN	465.91
AVERAGE	85,712.52

f) Maximum, minimum and average values of the initial amounts of the Loans and Credit Lines

The following tables contain the initial amounts of the Loans and Credit Lines included in the Preliminary Portfolio.

In the case of Loans, the table is as follows:

CLASSIFICATION BY INITIAL AMOUNT OF PRINCIPAL ON LOANS					
		Outstanding Principal		Credit Rights	
From	To	(Thousands of euros except total in euros)	%	No.	%
0.00	99,999.99	794,357.70	23.79%	30,105	83.99%
100,000.00	199,999.99	378,299.22	11.33%	2,964	8.27%
200,000.00	299,999.99	239,370.65	7.17%	1,053	2.94%
300,000.00	399,999.99	149,082.54	4.47%	463	1.29%
400,000.00	499,999.99	105,249.71	3.15%	247	0.69%
500,000.00	599,999.99	159,304.61	4.77%	308	0.86%
600,000.00	699,999.99	61,567.94	1.84%	99	0.28%
700,000.00	799,999.99	54,607.58	1.64%	75	0.21%
800,000.00	899,999.99	45,378.16	1.36%	55	0.15%
900,000.00	999,999.99	30,354.18	0.91%	33	0.09%
1,000,000.00	1,499,999.99	194,172.75	5.82%	176	0.49%
1,500,000.00	1,999,999.99	120,071.02	3.60%	76	0.21%
2,000,000.00	2,499,999.99	128,446.06	3.85%	62	0.17%
2,500,000.00	2,999,999.99	52,754.76	1.58%	20	0.06%
3,000,000.00	4,999,999.99	196,107.81	5.88%	52	0.15%
5,000,000.00	9,999,999.99	249,415.45	7.47%	42	0.12%
	> 10.000.000,00	379,063.00	11.36%	11,36%	17
TOTAL		3,337,603,202.27	100.00%	35,847	100.00%

MAX	150,000,000.00
MIN	362.28
AVERAGE	93,106.90

In the case of the Lines of Credit, the table is as follows:

CLASSIFICATION BY CREDIT LINE LIMIT					
From	To	Outstanding Principal		Credit Rights	
		(Thousands of euros except total in euros)	%	No.	%
0.00	99,999.99	122,551.95	16.69%	4,564	73.77%
100,000.00	199,999.99	102,158.18	13.91%	860	13.90%
200,000.00	299,999.99	51,822.50	7.06%	243	3.93%
300,000.00	399,999.99	62,304.50	8.49%	204	3.30%
400,000.00	499,999.99	21,510.00	2.93%	53	0.86%
500,000.00	599,999.99	36,615.00	4.99%	73	1.18%
600,000.00	699,999.99	19,950.00	2.72%	33	0.53%
700,000.00	799,999.99	8,100.00	1.10%	11	0.18%
800,000.00	899,999.99	12,050.00	1.64%	15	0.24%
900,000.00	999,999.99	2,815.00	0.38%	3	0.05%
1,000,000.00	1,499,999.99	65,090.00	8.87%	61	0.99%
1,500,000.00	1,999,999.99	33,160.00	4.52%	21	0.34%
2,000,000.00	2,499,999.99	45,160.00	6.15%	22	0.36%
2,500,000.00	2,999,999.99	5,000.00	0.68%	2	0.03%
3,000,000.00	4,999,999.99	45,150.00	6.15%	13	0.21%
	> 5,000,000.00	100,777.00	13.73%	10	0.16%
TOTAL		734,214,141.16	100.00%	6,188	100.00%

MAX	16,000,000.00
MIN	1,150.00
AVERAGE	118,651.28

g) Effective interest rate or finance charge applicable at the present time: maximum, minimum and average rates on the Loans and Credit Lines.

The overall weighted average interest rate for the Loans and Credit Lines included in the Preliminary Portfolio is 2.609%. The average weighted rate of the fixed-rate credit rights is 3.320% and the average weighted rate of the variable-rate credit rights is 2.377%. The following table shows the breakdown of the Loans by their reference indices.

CREDIT RIGHTS REFERENCE INDEXES						
Index	Outstanding principal		Credit Rights		Average weighted rate	Average weighted margin
	Outstanding principal	%	Number	%		
3-month Euribor	157,080.63	5.29%	118	0.28%	1.35%	1.35%
6-month Euribor	543,509.70	18.29%	5,609	13.34%	2.47%	1.93%
12-month Euribor	1,448,633.50	48.74%	11,386	27.09%	2.37%	2.19%
Others	91,842.79	3.09%	3,708	8.82%	3.67%	0.86%
Fixed	730,784.03	24.59%	21,214	50.47%	3.32%	
Totals	2,971,850,653.63	100.00%	42,035	100.00%		

The following table shows a breakdown of the Loans and Credit Lines by the current nominal interest rate.

CLASSIFICATION BY CURRENT NOMINAL INTEREST RATE					
		Outstanding Principal		Credit Rights	
From	To	(Thousands of euros except total in euros)	%	No.	%
0	0.99	196,517.94	6.61%	454	1.08%
1	1.99	933,062.74	31.40%	2,965	7.05%
2	2.99	1,053,889.59	35.46%	13,391	31.86%
3	3.99	366,289.93	12.33%	5,591	13.30%
4	4.99	297,590.54	10.01%	10,696	25.45%
5	5.99	30,975.51	1.04%	1,075	2.56%
6	6.99	24,828.08	0.84%	1,872	4.45%
7	7.99	14,258.04	0.48%	1,072	2.55%
8	8.99	22,305.67	0.75%	1,797	4.28%
9	9.99	12,331.14	0.41%	930	2.21%
10	21.00	19,801.41	0.67%	2,192	5.21%
TOTAL		2,971,850,653.63	100.00%	42,035	100.00%

MAX	21
MIN	0.26
AVERAGE	2.6

The Loans and Credit Lines will accrue interest at a fixed rate or variable rate pegged to a market index, without there ever being either ceiling or any floor.

Banco Santander, in the event that the sum of the reference rate and the applicable margin results in a negative figure, an interest equal to zero shall apply.

h) Year of execution of the Loans and Credit Lines

The following table shows the distribution of the Loans in the Preliminary Portfolio by year of execution or origination.

CLASSIFICATION BY LOAN ORIGINATION DATE						
Outstanding principal			Credit Rights		Weighted Origination Date/ Months	
Year	(Thousands of euros except total in euros)	%	Number	%		
2005	24,906.98	1.02%	119	0.33%	05/07/2005	126.30
2006	63,388.18	2.60%	238	0.66%	19/02/2005	130.83
2007	52,702.88	2.16%	191	0.53%	25/06/2007	102.30
2008	57,278.26	2.35%	224	0.62%	11/06/2008	90.57
2009	62,146.25	2.55%	295	0.82%	19/06/2009	78.13
2010	98,738.59	4.04%	231	0.64%	22/06/2010	65.87
2011	128,071.19	5.25%	4,403	12.28%	15/05/2011	54.97
2012	59,581.62	2.44%	244	0.68%	13/08/2012	39.77
2013	33,564.51	1.37%	224	0.62%	14/05/2013	30.63
2014	117,452.48	4.81%	774	2.16%	22/09/2014	14.10
2015	1,743,630.56	71.44%	28,904	80.64%	14/05/2015	6.30
Total	2,441,461,563.00	100.00%	35,847	100.00%		

MAX	09/04/2015
MIN	01/05/2005

The weighted average age of the Loans is 1.85 years.

The following table illustrates the distribution of the Preliminary Portfolio Credit Lines by the year of the last renewal or first formalization thereof.

CLASSIFICATION BY LAST CREDIT LINE RENEWAL DATE						
Outstanding principal			Credit Rights		Weighted Origination Date/ Months	
Year	(Thousands of euros except total in euros)	%	Number	%		
Jan-15	8,365.33	1.58%	111	1.79%	24/01/2015	9.97
Feb-15	68,524.01	12.92%	932	15.06%	20/02/2015	9.07
Mar-15	71,509.19	13.48%	1,146	18.52%	15/03/2015	8.30
Apr-15	79,032.93	14.90%	1,136	18.36%	17/04/2015	7.20
May-15	110,716.71	20.87%	1,179	19.05%	12/05/2015	6.37
Jun-15	70,874.49	13.36%	630	10.18%	16/06/2015	5.20
Jul-15	102,541.34	19.33%	773	12.49%	18/07/2015	4.13
Aug-15	12,291.20	2.32%	220	3.56%	12/08/2015	3.30
Sep-15	6,533.85	1.23%	61	0.99%	05/09/2015	2.50
Total	530,389,090.63	100.00%	6,188	100.00%		

MAX 09/25/2015

MIN 01/02/2015

The average weighted age of the Credit Lines is 6.41 months.

i) Final maturity date

The following table shows the breakdown of the Loans in the Preliminary Portfolio by final loan repayment date in annual intervals:

CLASSIFICATION BY MATURITY DATE OF LOANS				
Maturity	Outstanding principal		Credit Rights	
	Thousand Euros	%	Number	%
2016	442,858.80	18.13%	8,432	23.53%
2017	114,112.05	4.67%	1,755	4.90%
2018	289,159.43	11.84%	6,840	19.08%
2019	273,022.44	11.18%	5,860	16.35%
2020	464,490.47	19.03%	9,352	26.09%
2021	92,902.15	3.81%	367	1.02%
2022	217,801.77	8.92%	1,073	2.99%
2023	90,403.27	3.70%	576	1.61%
2024	39,581.68	1.62%	84	0.23%
2025	61,239.42	2.51%	236	0.66%
2026	22,408.89	0.92%	66	0.18%
2027	36,677.79	1.50%	85	0.24%
2028	20,272.46	0.83%	55	0.15%
2029	14,301.67	0.59%	47	0.13%
2030	18,873.01	0.77%	72	0.20%
2031	10,576.03	0.43%	50	0.14%
2032	29,455.36	1.21%	46	0.13%
2033	9,000.67	0.37%	48	0.13%
2034	20,279.55	0.83%	68	0.19%
2035	25,402.65	1.04%	74	0.21%
2036	13,296.09	0.54%	71	0.20%
2037	11,765.30	0.48%	71	0.20%
2038	10,431.13	0.43%	45	0.13%
2039	16,889.80	0.69%	72	0.20%
>2039	96,259.68	3.94%	402	1.12%
Total	2,441,461,563.00	100.00%	35,847	100.00%

EARLIEST DATE 01/01/2016

LATEST DATE 11/01/2055

The weighted average maturity of the Loans is 6.09 years.

The following table illustrates the distribution of the Preliminary Portfolio Credit Lines according to the final payment date thereof in annual intervals.

CLASSIFICATION BY MATURITY DATE OF CREDIT LINES				
Maturity	Outstanding principal		Credit Rights	
	Thousand Euros	%	Number	%
2016	523,936.57	98.78%	6,174	99.77%
2017	6,452.51	1.22%	14	0.23%
Total	530,389,090.63	100.00%	6,188	100.00%

EARLIEST DATE 01/01/2016
LATEST DATE 09/12/2017

The average weighted maturity of the Credit Lines is 5.75 months.

j) Distribution by economic activity (Spanish national economic activity classification, or CNAE) of the Debtors.

The table below shows the distribution of the Loans and Credit Lines by economic activity (CNAE), performed according to the new distribution valid since January 2009.

CLASSIFICATION ACCORDING TO SECTOR				
CNAE	Outstanding Principal		Credit Rights	
	(euros)	%	No.	%
Agriculture, hunting and related service activities	261,801,755.72	8.81%	4,616	10.98%
Forestry and logging	4,187,177.51	0.14%	105	0.25%
Fisheries and aquaculture	7,293,434.04	0.25%	103	0.25%
Extraction of anthracite, coal and lignite	120,725.74	0.00%	3	0.01%
Extraction of ores	161,938.42	0.01%	2	0.00%
Other extractive industries	19,226,551.68	0.65%	47	0.11%
Extractive industries support activities	1,242,374.54	0.04%	15	0.04%
Food industry	155,784,244.21	5.24%	860	2.05%
Manufacture of beverages	54,779,924.29	1.84%	159	0.38%
Tobacco industry	1,006,265.76	0.03%	13	0.03%
Textile industry	11,701,495.75	0.39%	202	0.48%
Manufacture of apparel	13,967,908.04	0.47%	121	0.29%
Leather and footwear industry	7,172,057.76	0.24%	160	0.38%
Manufacture of wood and cork, except furniture; weaving and plaiting	14,214,588.41	0.48%	285	0.68%
Paper industry	17,939,541.80	0.60%	93	0.22%
Publishing, printing and reproduction of recorded media	11,196,644.16	0.38%	225	0.54%
Petroleum refining and coking plants	259,205.12	0.01%	5	0.01%
Chemical industry	35,113,363.25	1.18%	172	0.41%
Manufacture of pharmaceutical products	7,162,101.54	0.24%	20	0.05%
Manufacture of rubber and plastic products	17,319,487.84	0.58%	190	0.45%
Manufacture of other non-metallic mineral products	14,222,513.22	0.48%	124	0.29%
Metallurgy; manufacture of iron, steel and ferro-alloy products	15,052,673.64	0.51%	167	0.40%
Manufacture of metal products, except machinery and equipment	34,610,416.30	1.16%	436	1.04%
Manufacture of computer, electronic and optical products	16,416,683.73	0.55%	105	0.25%
Manufacture of other electrical equipment	17,471,584.17	0.59%	127	0.30%
Manufacture of machinery and equipment NEC	27,842,424.47	0.94%	276	0.66%
Manufacture of motor vehicles, trailers and semi-trailers	13,103,982.57	0.44%	54	0.13%
Manufacture of other transport equipment	15,573,057.05	0.52%	43	0.10%
Manufacture of furniture	12,102,717.91	0.41%	154	0.37%
Other manufacturing industries	8,491,767.51	0.29%	157	0.37%
Repair and installation of machinery and equipment	5,019,878.28	0.17%	135	0.32%
Electricity, gas and/or air conditioning supply	57,866,446.66	1.95%	344	0.82%
Water collection, treatment and supply	3,844,719.47	0.13%	28	0.07%
Sewerage	261,600.85	0.01%	8	0.02%
Collection, treatment and disposal of waste; valuation	10,157,035.48	0.34%	92	0.22%
Remediation activities and other waste management services	1,174,476.72	0.04%	26	0.06%
Building construction	89,797,424.61	3.02%	479	1.14%
Civil engineering	20,852,520.01	0.70%	132	0.31%
Specialized construction activities	44,871,790.98	1.51%	1,202	2.86%
Sale and repair of motor vehicles and motorcycles;	70,839,375.40	2.38%	1,373	3.27%
Wholesale trade and commission trade, except of motor vehicles and motorcycles	360,404,526.16	12.13%	3,752	8.93%
Retail trade, except of motor vehicles and motorcycles;	254,620,928.34	8.57%	6,446	15.33%

CLASSIFICATION ACCORDING TO SECTOR				
CNAE	Outstanding Principal		Credit Rights	
	(euros)	%	No.	%
Land and pipeline transport	98,510,720.51	3.31%	2,478	5.90%
Transport by sea and inland waterways	2,218,028.92	0.07%	36	0.09%
Civil aviation	2,991,773.71	0.10%	10	0.02%
Storage and transport activities	56,934,814.55	1.92%	372	0.88%
Postal and courier activities	1,665,296.88	0.06%	55	0.13%
Accommodation services	46,776,078.06	1.57%	485	1.15%
Food and beverage services	88,795,193.59	2.99%	2,915	6.93%
Publishing	3,810,123.35	0.13%	120	0.29%
Motion picture, video and television program production, sound recording and music publishing activities	8,380,410.38	0.28%	99	0.24%
Television and radio programming and broadcasting activities	770,857.96	0.03%	13	0.03%
Telecommunications	9,986,426.38	0.34%	175	0.42%
Programming, consulting and other information technology-related activities	27,430,723.89	0.92%	378	0.90%
Information services	10,605,148.56	0.36%	63	0.15%
Financial services, except insurance and pension funds	48,208,512.02	1.62%	42	0.10%
Insurance, reinsurance and pension funds, except compulsory Social Security	129,911.23	0.00%	5	0.01%
Activities auxiliary to financial services and insurance	9,998,185.24	0.34%	199	0.47%
Real estate activities	232,860,079.30	7.84%	699	1.66%
Legal and accounting activities	48,752,104.01	1.64%	1,131	2.69%
Head office activities; management consultancy activities	30,549,068.49	1.03%	349	0.83%
Architectural and engineering services; technical testing and analysis	31,261,913.37	1.05%	464	1.10%
Research and development	2,833,116.79	0.10%	43	0.10%
Advertising and market research	8,720,814.09	0.29%	176	0.42%
Other professional, scientific and technical activities	81,781,436.91	2.75%	925	2.20%
Veterinary activities	2,430,746.51	0.08%	122	0.29%
Rental activities	30,206,536.81	1.02%	265	0.63%
Employment-related activities	1,916,593.89	0.06%	30	0.07%
Activities of travel agencies, tour operators, reservations and related activities	5,253,957.30	0.18%	104	0.25%
Security and investigation activities	2,757,755.10	0.09%	62	0.15%
Services to buildings and landscaping	14,273,605.24	0.48%	265	0.63%
Administrative office activities and auxiliary business services.	14,755,290.70	0.50%	284	0.68%
Public administration and defense	23,337.01	0.00%	2	0.00%
Education	21,073,433.52	0.71%	533	1.27%
Healthcare activities	58,174,665.08	1.96%	1,144	2.72%
Assistance in residential establishments	7,113,906.07	0.24%	76	0.18%
Social service activities without accommodation	1,663,965.24	0.06%	41	0.10%
Creative, artistic and theatrical activities	14,934,296.98	0.50%	165	0.39%
Library, archives, museums and other cultural activities	1,143,726.42	0.04%	19	0.05%
Gambling and betting activities	18,817,082.46	0.63%	90	0.21%
Sports, recreational and entertainment activities	23,334,888.33	0.79%	368	0.88%
Membership organization activities	12,236,198.21	0.41%	121	0.29%
Repair of computers, personal and household goods	6,905,103.16	0.23%	284	0.68%
Other personal services	46,824,062.15	1.58%	1,169	2.78%
Activities of households as employers of domestic personnel	572,683.14	0.02%	27	0.06%
Activities of households as producers of goods and services	353,248.21	0.01%	9	0.02%
Self-employed (no CNAE activity)	96,832,909.62	3.26%	2,567	6.11%
TOTAL	2,971,818,058.45	100.00%	42,035	100.00%

Of the Loans and Credit Lines selected for assignment of the Assets to the Fund upon incorporation, the debtors whose CNAE activity represents a larger concentration are those belonging to the following categories:

- *“Wholesale trade and commission trade”* with outstanding principal of €360,404,526.16, equivalent to 12.13% of the total Preliminary Portfolio.
- *“Agriculture, hunting and related service activities”*, with and outstanding principal of €261,801,755.72, equivalent to 8.81% of the total Preliminary Portfolio.
- *“Retail trade”*, with an outstanding principal of €254,620,928.34, equivalent to 8.57% of the total Preliminary Portfolio

k) Indication of geographic breakdown by Autonomous Community of the debtors.

The following table shows the geographic breakdown of the Preliminary Portfolio in Spain (broken down by Autonomous Community in which the registered addresses of the Debtors are located).

CLASSIFICATION BY GEOGRAPHIC BREAKDOWN				
	Outstanding principal		Credit Rights	
	(Thousands of euros except total in euros)	%	Number	%
Andalusia	438,287.94	14.74%	7,434	17.69%
Aragon	120,943.67	4.07%	1,466	3.49%
Asturias	65,339.20	2.20%	761	1.81%
Balearic Islands	53,225.42	1.79%	744	1.77%
Canarias	148,231.38	4.99%	2,191	5.21%
Cantabria	48,741.74	1.64%	975	2.32%
Castile-La Mancha	121,814.17	4.10%	2,359	5.61%
Castile-Leon	170,358.48	5.73%	2,996	7.13%
Catalonia	409,235.05	13.77%	5,147	12.24%
Ceuta	1,543.42	0.05%	38	0.09%
Extremadura	86,937.34	2.93%	1,489	3.54%
Galicia	143,450.29	4.83%	2,645	6.29%
La-Rioja	39,648.35	1.33%	351	0.84%
Madrid	586,802.61	19.75%	6,404	15.23%
Melilla	3,324.43	0.11%	52	0.12%
Murcia	100,924.96	3.40%	1,016	2.42%
Navarra	34,887.48	1.17%	375	0.89%
Basque Country	138,077.26	4.65%	1,366	3.25%
Valencia	260,077.38	8.75%	4,226	10.05%
Total	2,971,850,653.63	100.00%	42,035	100.00%

l) Indication of geographic breakdown by Autonomous Community of the Mortgage Loan Guarantees

The following table shows the geographic breakdown of the Preliminary Portfolio in Spain (broken down by Autonomous Community in which the encumbered mortgaged property is located).

CLASSIFICATION BY GEOGRAPHIC BREAKDOWN OF THE MORTGAGED PROPERTY				
	Outstanding principal		Credit Rights	
	(Thousands of euros except total in euros)	%	Number	%
Andalusia	96,248,822.67	20.15%	322	21.42%
Aragon	12,789,153.86	2.68%	50	3.33%
Asturias	12,210,181.52	2.56%	36	2.40%
Balearic Islands	7,816,492.21	1.64%	33	2.20%
Canarias	34,479,032.83	7.22%	99	6.59%
Cantabria	5,969,972.55	1.25%	24	1.60%
Castile-La Mancha	17,749,553.10	3.72%	96	6.39%
Castile-Leon	16,211,046.26	3.39%	71	4.72%
Catalonia	64,306,353.66	13.46%	207	13.77%
Ceuta	289,412.77	0.06%	1	0.07%
Extremadura	5,205,970.44	1.09%	29	1.93%
Galicia	11,893,529.65	2.49%	51	3.39%
La-Rioja	5,720,714.72	1.20%	11	0.73%
Madrid	124,033,124.99	25.97%	211	14.04%
Murcia	12,769,007.64	2.67%	37	2.46%
Navarra	2,491,168.62	0.52%	13	0.86%
Basque Country	18,502,616.38	3.87%	48	3.19%
Valencia	28,938,849.59	6.06%	164	10.91%
Total	477,625,003.46	100.00%	1,503	100.00%

m) Default on the Preliminary Portfolio (including Credit Line Overlimits)

None of the Assets to be assigned to the Fund will present payments outstanding on the respective transfer date by more than 30 days.

DELAYS IN PAYMENT OF INSTALLMENTS					
		Outstanding Principal		Credit Rights	
		Euros	%	No.	%
Current		2,905,292,462.82	97.75%	40,819	97.11%
1	10	22,556,497.90	0.76%	582	1.38%
11	20	31,667,654.27	1.07%	448	1.07%
21	30	12,334,038.64	0.42%	186	0.44%
Totals:		2,971,850,653.63	100.00%	42,035	100.00%

n) **Frequency of payments**

The table below shows the distribution of Loans of the Preliminary Portfolio under the French repayment system by the frequency of payments of principal and/or interests:

LOAN INSTALLMENT PAYMENT FREQUENCY (INTEREST AND/OR PRINCIPAL)				
Description	Outstanding principal		Credit Rights	
	(Euros)	%	Number	%
Monthly	1,700,839,719.92	81.68%	31,339	94.13%
Quarterly	203,926,592.07	9.79%	397	1.19%
Half-Yearly	143,294,732.89	6.88%	1,190	3.57%
Yearly	34,410,790.86	1.65%	369	1.11%
Totals:	2,082,471,835.74	100.00%	33,295	100.00%

The following table illustrates the distribution of the Credit Lines of the Preliminary Portfolio, according to the frequency in the payment of interest:

CREDIT LINE PAYMENT FREQUENCY				
Description	Outstanding principal		Credit Rights	
	(Euros)	%	Number	%
Monthly	7,765,152.96	1.46%	101	1.63%
Quarterly	519,484,592.85	97.95%	6,084	98.32%
Half-Yearly	1,342,278.62	0.25%	2	0.03%
Yearly	1,797,066.20	0.34%	1	0.02%
Totals:	530,389,090.63	100.00%	6,188	100.00%

The following table illustrates the distribution of the Loans with Repayment on Maturity Preliminary Portfolio, according to the frequency in the payment of interest:

PAYMENT FREQUENCY OF LOANS WITH REPAYMENT OF INTEREST ON MATURITY				
Description	Outstanding principal		Credit Rights	
	(Euros)	%	Number	%
Monthly	315,851,908.26	87.98%	2,499	97.92%
Quarterly	30,581,223.00	8.52%	28	1.10%
Half-Yearly	2,836,596.00	0.79%	17	0.67%
Yearly	9,720,000.00	2.71%	8	0.31%
Totals:	358,989,727.26	100.00%	2,552	100.00%

o) **Repayment system**

The table below shows the distribution of Loans of the Preliminary Portfolio according to their repayment system.

LOAN REPAYMENT SYSTEM				
Description	Outstanding principal		Credit Rights	
	(Euros)	%	No.	%
French fixed installment	2,082,471,835.74	85.30%	33,295	92.88%
Repayment on maturity	358,989,727.26	14.70%	2,552	7.12%
Totals:	2,441,461,563.00	100.00%	35,847	100.00%

Of the total Loans in the Preliminary Portfolio, those with repayment on maturity amounted to €358,989,727.26 of outstanding principal (equivalent to 14.70% of the outstanding principal of the Preliminary Portfolio).

Of the Loans repayment on maturity the earliest maturity date is January 1, 2016, the maximum maturity date is March 21, 2040 and the average weighted maturity date is October 19, 2016.

p) Grace Period

The following charts show the Loans in the Preliminary Portfolio that have an initial grace period for the repayment of principal. Loans with a grace period are those on which no payments are to be made on the principal for a given period of time. Once this period has ended, the principal is repaid periodically. Under the terms of their respective contracts, the Debtors cannot demand a grace period in addition to the initial grace period.

LOAN GRACE PERIOD				
Grace period	Outstanding principal		Loans	
	(Euros)	%	Number	%
With grace period	318,525,036.77	13.05%	972	2.71%
Without grace period	1,763,946,798.97	72.25%	32,323	90.17%
Repayment on maturity	358,989,727.26	14.70%	2,552	7.12%
Totals:	2,441,461,563.00	100.00%	35,847	100.00%

The following table shows the Loans in the Preliminary Portfolio that have an initial grace period for the repayment of principal, classified by the year the grace period ends.

END OF GRACE PERIOD OF LOANS WITH GRACE PERIOD						
Year	Outstanding principal		Loans		Weighted End of Grace Period/months	
	(Euros)	%	Number	%		
2015	22,352,603.32	7.02%	204	20.98%	05/12/2015	0.53
2016	205,659,346.26	64.57%	697	71.71%	12/05/2016	5.83
2017	70,121,801.93	22.01%	61	6.28%	22/05/2017	18.33
2018	19,000,000.00	5.96%	2	0.21%	07/06/2018	31.03
2019	765,053.96	0.24%	5	0.51%	01/10/2019	47.07
2020	626,231.30	0.20%	3	0.31%	01/07/2020	56.20
Totals:	318,525,036.77	100.00%	972	100.00%		

The minimum date of Loans with grace period is November 20, 2015, the maximum date is September 1, 2020, and the average weighted end of grace period is October 1, 2016.

q) Appraisal value

The table below shows the distribution of the mortgage-backed Loans in their various intervals calculated according to the initial appraisal certificates and the Outstanding Principal at November 19, 2015. The Initial Appraisal Values are those taken into consideration for the purposes of provisions of Law 2/1981 and its implementing regulations.

LOAN TO VALUE RATIO OF THE ORIGINAL APPRAISAL (LTV)					
Interval		Outstanding Principal		Loans	
%		(Euros)	%	Number	%
	<40	39,259,347.82	8.22%	139	9.25%
40	49.99	88,220,630.13	18.47%	295	19.63%
50	59.99	69,867,195.01	14.63%	308	20.49%
60	69.99	63,896,719.28	13.38%	274	18.23%
70	79.99	71,795,092.90	15.03%	186	12.38%
80	89.99	61,429,353.29	12.86%	84	5.59%
90	99.99	23,774,539.22	4.98%	77	5.12%
100	109.99	5,724,235.69	1.20%	27	1.80%
110	119.99	12,357,226.21	2.59%	37	2.46%
	>119.99	41,300,663.91	8.65%	76	5.06%
Totals		477,625,003.46	100.00%	1,503	100.00%

MAX	198.23
MIN	0.16
WEIGHTED AVERAGE	71.9

30.28% of the outstanding principal of the Mortgage Loans has an LTV ratio equal or greater than 80% where the average weighted LTV of the loans is 71.90%.

For the preparation of the above table, and therefore for the purpose of determining the denominator of the ratio, the appraised values of all the guarantees assigned to the funding operations have been taken into account.

The securities of the Mortgage Loans consist of a first mortgage over a freehold mortgaged property or, if applicable, of a lower level although Santander has documents relating to the cancellation of debts originated by the previous mortgages and the process of cancelling their registration is pending.

r) Ratio of balances drawn and maximum limits the Credit Lines policies or agreements

The following table illustrates the distribution between the balances drawn and the maximum limits available on the Credit Lines in their various intervals.

RATIO OF AMOUNT DRAWN DOWN / CREDIT LINE MAXIMUM LIMIT					
Interval		Outstanding Principal		Credit Rights	
%		(Euros)	%	Number	%
20	29.99	16,150.03	3.04%	263	4.25%
30	39.99	18,784.75	3.54%	300	4.85%
40	49.99	21,459.10	4.05%	375	6.06%
50	59.99	32,304.14	6.09%	417	6.74%
60	69.99	58,861.06	11.10%	552	8.92%
70	79.99	57,013.48	10.75%	593	9.59%
80	89.99	61,784.61	11.65%	830	13.41%
90	100	252,612.30	47.63%	2,632	42.54%
100.01	104.99	11,419.62	2.15%	226	3.65%
Totals		530,389,090.63	100.00%	6,188	100.00%

MAX	104.91
MIN	20
WEIGHTED AVERAGE	80.92

2.2.3 Legal nature of the Assets.

The Assets to be securitized through transfer to the Fund are credit rights arising from Loans and Credit Lines granted by Santander, Banesto and Banif.

The Assets are classified, on the basis of the associated collateral, as: (i) Non-Mortgage Loans and Credit Lines without specific collateral (secured with a personal guarantee of the debtor), (ii) Non-Mortgage Loans and Credit Lines with personal third-party guarantee (surety) (iii) Non-Mortgage Loans and Credit Lines with real guarantee (other than a real estate mortgage), and (iv) Real Estate Mortgages (with real estate mortgage guarantee).

The transfer of the Assets deriving from the Non-Mortgage Loans and Assets deriving from Quantities Drawn on the Credit Lines is governed by the laws of Spain with nationwide application, i.e. articles 1,526 et seq. of the Spanish Civil Code.

With regard to the transfer of the Assets deriving from Mortgage Loans, the laws of Spain with nationwide application naturally apply to the transfer, which is to be effected through the issuance by Santander of the MTCs (each representing a one hundred per cent (100%) interest in the outstanding balance of the Assets deriving from the Mortgage Loans to which they pertain), which will be fully subscribed by the Fund in accordance with Additional Provision 4 of Law 5/2015; Law 2/1981, of March 25, on the regulation of the mortgage market; Royal Decree 716/2009, of April 24; and other regulations in force from time to time and applicable to the transferability and acquisition of mortgage market securities. The issuance, representation, transferability and filing of the MTC are explained under section 3.3.1.b) of this Additional Building Block.

2.2.4 Maturity date(s) of the Assets.

Each of the selected Loans and Credit Lines has a maturity date, without prejudice to partial periodical repayments of the Loans, in accordance with the specific terms and conditions of each.

At any point during the life of the Loans and Credit Lines, the Debtors may make early repayments of all or part of the outstanding principal, thus preventing interest from accruing on the portion repaid early from the date on which the repayment is made.

All of the Loans and Credit Lines have a maturity date prior to October 1, 2056.

2.2.5 Amount of the Assets.

The Fund will comprise the Assets that Santander is to transfer to the Fund on the Incorporation Date, the principal of which will be equal or slightly higher than TWO BILLION EIGHT HUNDRED MILLION EUROS (€2,800,000,000).

2.2.6 Loan to value ratio or level of overcollateralization.

There is no overcollateralization in the Fund.

2.2.7 Description of the procedures established by Santander, Banesto and Banif for the granting of loans and credit facilities to the corporate segment (“Loan Granting Policy”) and claims and recoveries procedure.

The Assets assigned during FY 2012 and up to September 2015 have followed the procedures established by Santander for the granting of Loans and Credit Lines to the corporate segment (“**Granting Policy**”). Notwithstanding the foregoing, the rest of the Loans have followed risk policies that do not differ substantially from the Granting Policy currently in force.

1- SANTANDER GRANTING POLICY

The current risk policy followed by Santander, in force from financial year 2012 to date, for granting Loans and Credit Lines to the corporate segment is as follows:

a) INTRODUCTION: RISK MODEL AT SANTANDER

The risk model is based upon the following principles:

- a.1 **Segmentation**: each kind of risk needs to be dealt with in a different manner, according to its features (different analysis methodology, powers, systems and procedures). To accomplish this, clients are segmented in two groups:
 - Companies, including microenterprises, with group risks equal to or over FIVE HUNDRED THOUSAND EUROS (€500,000). See criteria for inclusion in the portfolio.
 - Remaining clients: essentially comprising companies with group risks in excess of FIVE HUNDRED THOUSAND EUROS (€500,000).
- a.2 **Integrity**: the risk is managed entirely from one sole area, namely the SCBRA or Spanish Commercial Banking Risk Area. Thus, the first two phases of the cycle (admission, follow-up) are managed from Risks, while the third (collection/recovery) is handled by Recoveries.
- a.3 **Autonomy**: the Risks function is independent from the Commercial Network, which it supports and serves by helping it to achieve its goals.

b) CRITERIA FOR INCLUSION IN THE PORTFOLIO

In order to provide individual treatment to those client risks that are flagged for individual treatment on account of their features and amounts, a cut-off is established, from which point the analysis and follow-up function is performed by “specialized” analysts. This has the following consequences:

- b.1 Clients are treated, from a risk standpoint, in the Companies Analysis Units (CAU).
- b.2 Each client is managed by an analyst that has the client included in his or her client portfolio.
- b.3 The criteria employed for including these clients in the portfolio is as follows:
 - The economic-financial group (considered a risk unit) must have loans and advances with Santander subject to limits or drawn – the greater of the two- for at least FIVE HUNDRED THOUSAND EUROS (€500,000) (portfolio cut-off).
 - Within the context of an ordinary relationship with Santander, it must be possible that the economic-financial group exceeds the aforementioned cut-off amount.

c) PROCEDURE FOR PORTFOLIO INCLUSION. RISK FOR PORTFOLIO INCLUDED COMPANIES (NON-STANDARDIZED)

c.1 Risk phases

In the life of credit risk, Santander draws a distinction between three stages: admission, follow-up and collection/recovery:

1. Admission: this stage starts with the commercial manager identifying the financing needs of the client and culminates with a decision on the proposed operation. In this phase the analyst, in collaboration with the client’s commercial manager, analyzes all the risks factors that Santander can run into and together decide on whether to approve the risk within the scope of their powers, or, if exceeded, pass the matter on to a higher decision-making authority.
2. Follow-up: this stage starts with Santander and the client formalizing the risk operation up to the maturity or cancellation thereof before preceding to the Recoveries Unit. During this phase, the duty of the corresponding risk teams is to monitor changes in the credit quality of the debtor and of the collateral posted, such that the operations are repaid without loss for Santander.
3. Collection: if the maturity date of the operation arrives without ordinary repayment having occurred, the risk becomes the competency of the Recoveries Unit, whose goal, as its name suggests, is to collect everything that is owed to the entity by any legally admissible means.

c.2. Admission

As stated previously, responsibility for this phase rests with the company analyst in collaboration with the client’s commercial manager. The aim is to conduct an individual analysis of the client/group so as to reach a decision on the proposed operation that minimizes the risks to be assumed by Santander.

To discharge this function properly, the analyst relies on different tasks and/or systems, of which we would highlight:

1. Visits to the client and debt limit: once or twice a year the analyst must visit the client in order to find out all the circumstances influencing the client's businesses and activities, obtain economic and financial information and request explanations when necessary, along with future investment plans, etc.

In this regard, it is advisable to distinguish whether the operation concerns a mortgage or non-mortgage loan in the documentation required by the Bank from the client/group for the purpose of analyzing the risk.

In relation to Mortgage Loans, the following documentation is requested:

- The mortgage charge attaching to the asset, the credit of which should not exceed 60% of the lower of the following two values: purchase price or appraisal value (this percentage may be higher or lower depending on the type of mortgaged asset and the credit quality of the client).
- Balance sheet for the last three fiscal years and provisional balance sheet for the year in progress.
- Declaration from the Risk Information Centre of the Bank of Spain (CIRBE, *Central de Información de Riesgos de Banco de España*).
- Annotations at the Registry of Unpaid Acceptances (RAI, *Registro de Aceptaciones Impagadas*).
- Statement detailing the assets of the guarantors.
- Forecasts are requested (financial burden, income/expenses) for the coming financial years from the client/group according to the years of the loan term up to maturity.

With respect to Non-Mortgage Loans, all of the aforementioned documentation is requested from the client except for the mortgage charge attaching to the asset.

In relation to Unsecured Loans, Santander requests the following:

- Balance sheets for the last three closed fiscal years and provisional balance sheet for the year in progress.
- Declaration of the assets of the client (in the case of private loans), including registry confirmation in the event that they are not up to date.
- Current CIRBE statement.

- Up-to-date log of internal and external payments (GSI, RAI, ASNEF, CIRBE, legal incidents).
- Forecasts on the future activity of the client, allowing the bank to anticipate the expected use of the funds.

With respect to Loans with a personal guarantee from third parties: in addition to the documentation required for unsecured loans, the following must be provided in relation to each of the guarantors:

- Declaration of assets, including current registry verifications.
- Current economic data (balance sheets for the last three closed fiscal years and provisional balance sheets for the year in progress for companies and income tax and wealth tax returns for natural persons).
- Current CIRBE statement.
- Up-to-date log of internal and external payments (GSI, RAI, ASNEF, CIRBE, legal incidents).

In relation to Loans with other in rem collateral (not mortgages): in addition to the documentation required for unsecured loans, the following must be provided on each of the assets securing the operation:

- In the case of monetary guarantees, a custody and valuation certificate must be obtained. If these guarantees are deposited with Santander, this will not be necessary as they can be consulted via the Bank's own IT system.
- For other in rem guarantees (fixed-income securities, equities, holdings in funds, etc.), a custody certificate and estimate of their market value must be obtained.
- In all cases, these types of guarantees must be pledged in order to ensure repayment of the loan extended.

In relation to the maximum debt permitted by Santander, a difference is made between debt of the firm itself and debt with respect to the CIRBE:

- Debt of the firm itself: with respect to the amount of the approved loan, debt may not exceed 60% of equity, and capital assigned may not exceed twice the amount of operating earnings.
- Debt with respect to the CIRBE: in general, it may not be higher than 25% of the debt presented by the company at the CIRBE.

2. Rating: by valuing six (6) areas, namely 1) Product, Demand, Market; 2) Shareholders, Management; 3) Access to Borrowing (valuation of the company's ability to access borrowing with other financial entities); 4) Profitability, Profit; 5) Generating funds; and 6) Solvency, the Bank is able to classify the credit quality of the client, the operation under analysis and the combined risk thereof. This valuation system constitutes a common framework and language in treating and managing risk over the different stages and at different levels of responsibility.
- Client rating: expresses numerically, on a scale of 1-9 (with 9 being the best), the client's ability to meet its payment commitments upon maturity of the instrument, or early if required by Santander for any reason, in at least the following twelve (12) months.
 - Transaction rating: determines the loss that will probably occur in a current transaction or on assigning a specific rating to the client. Accordingly, this rating depends upon: the client's rating, the term of the transaction, the existing collateral and the type/format of product/risk.
 - Risk rating: this tells us the expected loss from the total risk of a client. There are also other specific rating systems for real estate developers and public institutions.
3. Powers: in approving the proposed risk for a client/group, there are different levels of decision-making, depending on the amount, the term and the collateral of the operation. The highest level is the Executive Risks Committee, which apart from deciding on operations that fall within its remit, delegates decision-making up to certain amounts and durations on other bodies. These other bodies are: 1) Delegated Risks Committee, 2) Risks Committee of the Credit Risks Division and 3) Committees of the Territorial Risk Units.

The Territorial Risk Committee is the supreme decision-making authority at territorial level. It can delegate decision-making powers upon its risk teams (analysts, BAU manager, etc.). For transactions that exceed the limits assigned to the Territorial Risk Committee, the committee will pass the matter to the Credit Risks Division.

The Risks Committee attached to the Credit Risks Division reaches decisions within the scope of its assigned powers. If the amount it is authorized to decide on is exceeded, the committee passes the risk up to the Executive Risks Committee for final approval.

The risk approval bodies are as follows, from lowest to highest decision-making power:

- Analyst
- Manager of the BAU (Business Analysis Unit)
- Risks Committee
- Territorial Risks Committee
- Committee attached to the Credit Risks Division
- Delegated Risks Committee

- Executive Risks Committee

The Executive Risks Committee, which includes the President and board members of Santander, is considered the supreme body for approving the proposed risk and meets once per week. Although its powers are unlimited, its decisions must be reached jointly.

c.3 Follow-up

As with the preceding phase (admission), here coordination between commercial management and risk management is essential, all the more so when success of the transaction depends largely on the evolution of the client's credit quality during the life of the operation. During this stage, there are also a series of tasks and systems that allow for optimum management of the phase.

1. Companies under Special Surveillance (FEVE in Spanish): this risk management system displays and monitors the credit quality of the client and its operations. The client analysis conducted initially between the admission analyst and the follow-up analyst allows us to classify it as normal or flag it for special surveillance. When the company is flagged for special surveillance, the policy to be followed and the associated risks must be indicated. Different rating levels are assigned, depending on the severity of the alerts.

FEVE alerts are as follows:

- Bad situation affecting the market/product/sector.
- Difficulties/changes in financial group/shareholding.
- High debt.
- Drop in sales.
- Losses in the current financial year.
- Decrease in margins.
- Negative working capital.
- Drop in solvency.
- Lack of access to credit.
- Financial economic information not updated.
- Rating suspended.
- Incorrect formalization of the transaction.
- Internal alerts (unpaid or irregular items).
- External alerts (CIRBE, RAI, claims).
- Automatic activation (exit from pre-litigious stage and entry into litigious, Rating below 5).

The policy or criteria to be followed from this moment forward will be one of those detailed below, depending on the FEVE severity:

- FEVE situation: ELIMINATE: eliminate all kinds of risk.
- FEVE situation: GUARANTEE: provide collateral with *in rem* or personal guarantees, or reinforce by other means.
- FEVE situation: REDUCE: reduce short- or long-term risk.

- FEVE situation: CONTINUE: do not increase risks, or treat as normal.

2. Rating: the system for valuing companies is as described above (common throughout all of Santander and applicable to any risk stage) according to which a follow up is performed over the whole life of the Loan. For such purpose, the following criteria have been established for reviewing the rating:

- Twice a year, in all cases.
- Four times a year, if the client is under FEVE (special surveillance).
- When an alert arises.
- When new information is provided (for example, new annual accounts).
- When the risk is reviewed with a client/group or a new transaction studied.

Please note however that there are also specific rating systems for companies engaged in real estate development and public institutions.

3. Risk review: in addition to the periodical reviews conducted by the admission analyst and the follow-up analyst within the territorial units, reviews are carried out by other higher bodies, according to the risk amount assumed with the client/group. These reviews are carried out by the Risk Departments of the Territorial Units – Credit Risks Division or Executive Risks Committee. In all cases, the commercial manager of the client is involved in the decision on the risks policy to be followed with the client/group.

d) RISK ANALYSIS PROCEDURE FOR COMPANIES NOT INCLUDED IN THE PORTFOLIO (STANDARDIZED)

d.1 Introduction:

This section includes “Standardized Companies”, meaning all the risk operations of the entire Spanish commercial banking system corresponding to legal entities not assigned to a specific analyst (“portfolio-excluded”).

The generic threshold for inclusion in the portfolio is 500,000 euros of risk within the Bank.

d.2 Application for transactions:

Admission of transactions within the portfolio of Standardized Companies can begin upon the request of the client via a risk application submitted at a Bank branch (Universal or Corporate Banking), or upon the request of the Bank as part of the relevant campaigns for “Pre-Awarded” products.

In the former case, it is the Bank’s sales force that creates the relationship with the various target companies. In this case, the request for risk operations begins with the collection of data and entry thereof into the systems authorized for this purpose. This data must invariably come from original documentation.

In this case, a risk application begins via the Partenón proposal system or the Motivator proposal system. The application contains the details of the request and the economic data of the applicant firm, recording this in the business analysis system (SAPE). The proposal thus recorded is automatically analyzed through the “StrategyWare” application, together with data extracted from the other information systems: personal accounts, external files (RAI, ASNEF and EXPERIAN), the position of the firm and group, incident management and follow-up (GSI) and TRIAD output files.

The branch is ultimately responsible for deciding on the operation, and may reject it when it considers this appropriate. In other words, operations recommended by the automatic decision-making system will require the commercial authorization needed to formalize them.

“StrategyWare” integrates the management of risk decision strategies in the portfolio-excluded natural person and companies segment (small and medium-sized enterprises, businesses and freelancers), allowing the use of different scoring models as well as the incorporation of risk policies and criteria, applied differently according to the characteristics of the operations and profiles of the applicants. Each strategy is a different decision-making tree comprising a combination of decision-making models and rules focused on the automatic resolution of applications falling within each segment.

“TRIAD” is a behavior scoring system that assigns maximum limits for each product typology based on information on experience with the applicant. This information is also incorporated into the StrategyWare System (STW).

Depending on the information extracted from the Decision-Making Model, the proposal can be authorized automatically (directly at the branch), denied or referred on to an analyst for manual appraisal. In the first case, it will only be necessary to formalize and record the operation.

d.3 Capture and resolution of the transaction by the analyst:

In the vast majority of cases, the processing of operations in the portfolio of Standardized Companies begins at the branch where the finance is sought.

To process an operation, the branch must collect all the economic information on the company and record it under the corresponding section of the Business Analysis System (SAPE).

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

- 1) Application signed by the client.
- 2) Minimum documentation.

Company tax: where information on annual accounts is recorded: balance sheet and income statement for the last three years. Information must be current. On occasion, the company’s last two available balance sheets will be loaded automatically following an agreement between the Bank and Informa. In addition, the branch will be able to introduce estimated or provisional balance sheets.

3) It is recommended that the following also be provided:

VAT documentation for recent quarters.

Form 347. Annual declaration of operations with third parties: the information is intended purely for informative purposes and does not involve any actual payment. Clients and suppliers > €3,005.06. Also includes subsidies from public and private entities, collections on behalf of partners, advance payments from clients and suppliers/creditors. It provides us with important information on concentration levels within a particular client/supplier.

4) Minimum information to include in SAPE:

Incorporation date of the company.

Registered address.

Activity of the company.

Names of owners.

Information on the workforce.

Name of module on assets and date of registry verification.

d.4 Evaluation of Applications: SCORING System.

The admissions process for operations not managed by risk analysts is based on an automatic decision-making system called SCORING, which analyses each proposed operation to determine the probability of non-payment by the client in the future. Santander's policies establish an acceptable level of non-payment, and based on that, the Scoring system returns an opinion on the operation, differentiating between the following SCORING opinions:

Non-Viable Operations: operations presenting a high probability of non-payment on the part of the client, or when the characteristics of the operation are not permitted under Santander's Admission Policies.

Viable Operations: operations for which there is a low probability of non-payment by the client and the operation profile falls within the Risk policies defined by Santander.

Operations to Review: operations in which the established probability of non-compliance is not decisive in reaching a decision.

Operations referred to UDO (Transaction Decision Unit) Admisión are resolved by the analysts based on the information provided by the Scoring and the Manual designed for this purpose.

d.5 Formalization and disbursement of loans and credit lines:

Once the operation is authorized, this is recorded in the system so that the branch can secure the relevant terms and conditions and

proceed to formalize the loan, to which effect the branch will coordinate the signing of the contract with the client and the signatory notary, if any. Once this procedure is finalized, the branch will pay the amount awarded to the client into the account open at the same branch. In case of mortgage collateral, it will be noted during the signing that the collateral is to be filed with the Land Registry so as to guarantee that the mortgage is duly registered.

2. Claims and recovery policy

The claims and recovery policy followed by Santander until the current date is described below.

Responsibility for the Commercial Banking recovery policies rests with the Recovery Business Area of the Commercial Banking division. Since the beginning of 2009, its functions have been as follows:

2.1 Establish the plans of action needed to control the portfolio of irregular loans and loans in default and, through forward-looking management, prevent new accounts going into default:

- Analyzing and setting out proposed actions and products designed to reduce irregularity and defaults.

- Performing and monitoring the overall follow-up for portfolios and clients in an irregular position or in default.

- Identifying action plans for critical products or groups and conducting follow-ups on the defined plans.

2.2 Control and analyses compliance with the policies and strategies defined for each party involved in the recovery process.

2.3 Coordinate and generate available information on management cycles, detailing products, segments and zones/territories, etc. for dissemination and management of the information.

2.4 Establish the policies and strategies for action of the Collection Center.

2.5 Establish the policies and strategies for external suppliers of legal and extrajudicial recovery services.

2.6 Coordinate the task of defining objectives within the branch network and monitor the extent to which these objectives are met.

2.7 Define the commercial procedure for recoveries.

2.8 Oversee relations with internal and external structures (Banco de España, internal and external audits, etc.).

Santander's policy on claims and collections is based on a procedure called "Recovery Circuit," and begins with breach by the client of its voluntary payment obligations, moving through the following stages:

1. Irregular Stage (1 to 90 days):

From the first day of non-compliance to 90 days thereafter. In this stage, the following agents cooperate in the recovery process:

Branch: via the objectives and incentives policies on the management of irregular accounts and accounts in default.

Telephone Collection Center: call centers tasked with managing specific clients and products. As a reference point, the centers manage all irregular standardized accounts from 1 to 30 days overdue and the rest of the cycle depending on the amount (client risk) determined at any given time, always as a complement to management at branch-level.

Irregular Account Managers: specific portfolios are assigned to the managers for management between 31 and 90 days after an account becomes overdue, based on the client risk determined at any given time.

Standardized Monitoring Managers: managers working in territorial units and at central services that carry out risk control and monitoring for standardized clients (standardized SMEs and freelancers).

Analysts of the Business Analysis Units (BAU): the same admission analysts that supervise “portfolio-included” firms (firms with larger investment volumes) monitor these firms, as they have a greater knowledge of the client. There is also a structure in the territorial units, attached to the Recoveries Business Area, which manages these clients alongside the analysts, since this management cycle is the responsibility of the Recoveries area.

2. Default (90-150 days)

Payments between 90 and 150 days overdue. In this stage, the following agents cooperate in the recovery process:

Branch: via the objectives and incentives policies on the management of irregular accounts and accounts in default.

External collection companies: specialist firms that handle the recovery process in this area of management, applying policies and strategies defined by the Bank.

Default Managers: clients are assigned to their portfolios on the basis of the client risk they present at any time.

Standardized Monitoring Managers: managers of territorial units and central services that monitor the risk posed by standardized clients (SMEs and freelancers).

Analysts of the Business Analysis Units (BAU): the same admission analysts that supervise “portfolioed” firms (firms with larger investment volumes) monitor these firms, as they have a greater knowledge of the client. There is also a structure within the territorial units, attached to the Recoveries Area, which manages these clients alongside the analysts, since this management cycle is the responsibility of the Recoveries area.

3. Pre-Contentious and Contentious:

This stage, which is managed as follows, will begin 150 days after an account becomes overdue, or earlier if it has been classified as such through applicable criteria:

Mass loan recovery companies: these companies specialize in legal and extrajudicial recovery and are appointed by the Bank to recover smaller sums (currently with client risk of less than 50,000 euros).

At present there are three suppliers acting under the supervision of the Resources Division, based on the policies, strategies and procedures defined by the Recoveries Area.

Clients whose unpaid sums exceed the aforementioned amount are assigned to recovery managers distributed across all territories and handling the portfolios to be managed.

If out-of-court proceedings prove unsuccessful, the corresponding legal procedures are initiated, depending on the nature of the loan or credit instrument. These include attachments of money, mortgage foreclosures, ordinary enforcement proceedings, etc.

Without prejudice to the proceedings that might be initiated in each case, court proceedings take place in conjunction with out-of-court proceedings, which seek the following four objectives:

- 1) **SETTLEMENT:** although court proceedings may be under way, payment is sought for outstanding installments, interest and legal costs.
- 2) **REFINANCING:** involves arranging a new operation with new personal and in rem collateral and with payment of the corresponding interest.
- 3) **DATION IN PAYMENT:** faced with the manifest insolvency or decreased economic capacity of the client, the property is handed over as payment of the debt.
- 4) **PAYMENTS IN CASH:** cash payments are accepted with partial release of the debt, this being a further possibility when the client has little economic solvency.

Complementarily, in this contentious phase, and provided an early solution such as those described above is not found, the bank will seek court awards or court auctions of the mortgaged or seized assets.

Following the foreclosure, the property in question is transferred to the Bank's Property Department, which has the following management procedure in place for foreclosed property:

DESCRIPTION OF THE PROCESS:

1) Registration of the property

The property must be in the process of being recorded with the land registry upon arriving from the Recoveries Business Area. The documentation must include:

- Deed of ownership
- Appraisal for court purposes

The amount of the awarded property in the information sent by the Recoveries Business Area (property registration file) is compared with the litigation account and the Bank confirms that the amount to be reported is no more than 90% of the appraisal value.

The property is then recognized in the accounts on the basis of this information.

2) Legal disencumbrance

The legal team of Santander Global Facility (SGF) examines the legal situation of the property (chiefly ownership, encumbrances and possession) to determine whether there are any factors that could prevent it from being sold.

3) Commercial disencumbrance

If there are no legal problems (mainly possession), the property is disencumbered commercially.

Properties are added to the portfolio of each of the Bank's Commercial Officers, who are spread among the regions and tasked with identifying and determining the characteristics of the property.

To such end, the External Collaborating Agent (ECA), which is a realtor company operating in the specific region in question and with an agreement in effect with the Bank prior to the approval process, prepares a report containing specific information on the property, such as floor area, external appearance and sales outlook for the area. The ECA also conducts a valuation of the property.

4) Valuation of assets

The corresponding Committees with sufficient powers are ultimately responsible for determining the final price which are: 1) *the Junior Committee* chaired by the Head of Foreclosed Properties, together with all of the Bank's sales officers and, above this; 2) *the Senior Committee*, chaired by the Head of the Real Estate Assets Unit and including also the Head of Foreclosed Properties. This committee approves prices in the event the other committee has insufficient powers for such purpose.

Third-party appraisals are used for determining the "market price", such as the reference values given by marketing entities, for which real estate of similar characteristics in the area are taken into consideration and, on given occasions, any of the Committees may request updated appraisals as well as statistic evaluation tools.

The prices determined by the corresponding committees are non-negotiable for the client and may be reviewed every three months, with the price reflecting market conditions or those of the Bank.

5) Commercialization

The prices approved at the corresponding committee meetings are then published on the corporate website.

Clients have various channels open to them:

Realtor company: customers seeking a property can visit the offices of a realtor company, where Bank-owned properties may be on display.

Corporate website: clients interested in a property seen on the website can leave their contact details. The website then transfers their details to the realtor company, which attempts to arrange a visit.

Intranet: same as for the corporate website, but for employees, who enjoy a 10% discount.

Groups: same access as for employees. Agreements only reached with specific groups.

Call Center: the client sees the for sale board or sign outside the home and calls the Call Center, which transfers his or her contact details to the realtor company on the path to arranging a visit.

Commercial Banking Branches: act as business motivators and generate sales opportunities with clients, which are then taken up by the realtor companies.

6) Completion of the sale

Once the client decides to buy, the relevant documents (down payment agreement, money laundering form) are sent to the Bank's Money Laundering Department via the Realtor Company. After reviewing and approving the documents, the property is removed from the corporate website and the parties take the necessary steps leading to completion of the sale before notary public (as with any sale of real estate).

The Bank has a procedure in place for providing financing to these clients under special terms and conditions.

7) Derecognition of the asset

Once the public deed of sale has been signed, a copy is sent for the following purposes:

- Derecognize the asset and report the sale in the accounts.
- Pay the commission to the realtor company that made the sale.

4. Derecognition:

Once the contracts of a client have been derecognized due to their age, there is no change in the way they are managed and the relevant legal and extrajudicial procedures continue.

Notwithstanding the above, and after exhausting the legal avenues for recovering payment from a particular client, the account is removed from the portfolio of the account manager or lawyer and handed over to external collection companies.

These external collection companies specialize in this segment of the market and are paid their commission on a no win, no fee basis. These companies continue to manage these accounts until they become statute-barred. During this period, portfolios are rotated among the different suppliers.

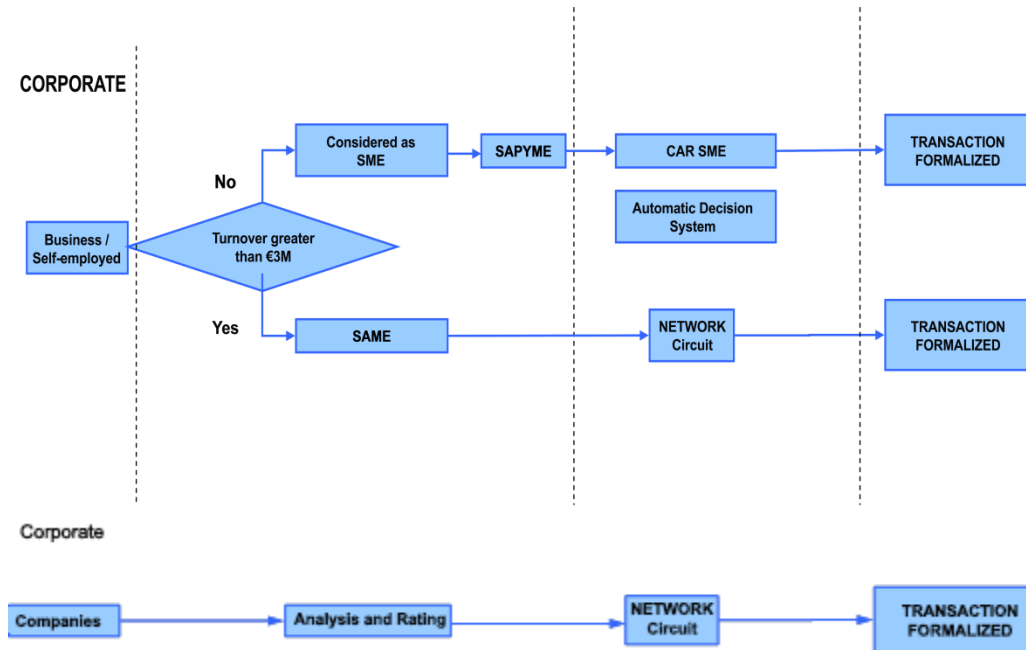
II. BANESTO GRANTING POLICY.

The latest granting policy applied by Banesto was extended until April 30, 2013, when Banesto was absorbed by Santander, and it is not substantially different from previous granting policies applied to assets originated by Banesto. It is described below:

1. Process and Criteria for Loan Formalization

Model used for granting the Assets

BANESTO has a system of analysis specific to each kind of customer, based on its size: the Small and Self-employed Business Analysis System (SAPYME), the one for Medium-Sized Businesses (SAME), and the Corporate system (SABAMA). Additionally on the basis of their activity, there are two specific systems, the Agricultural Sector (SAGRA) and Property Developers (SAPROMO).



C.A.R: Risk Analysis Center.

Network circuit: A network to delegate authorities that applies to companies with turnover > € 3M.

1.1 Admission Process for Small Companies

Includes individuals (Self-employed) or legal entities (SMEs) established for the development of an economic activity for profit and with an annual turnover of less than € 3 million.

They have the specific SAPYME Analysis tools and their Admission is performed through the CAR network for SMEs.

Exceptions:

- An SME or self-employed person belonging to a group of companies with a global turnover exceeding € 3 million.

A group is a conglomerate of companies that all depend on the same parent company, because the latter has a sufficiently large economic stake in their capital for decision-making purposes.

- Non-profit companies, religious institutions, clubs integrated in professional leagues, sports corporations, communications media and political parties will be analyzed by the Network circuit.
- Self-employed people requesting funding for their personal needs.
- Autonomous and legal entities from the Primary Sector requesting funding for their professional and business needs, their means of admission will be the CAR Agro circuit. As a specific SAGRA, SAPA or SACOOP Analysis tool.

Customer evaluation is conducted in two ways:

1. Directly by starting the relationship with interviews, visits, etc...
2. Indirectly: mainly through the Bank's and external systems: Internal and External Alarm System (RAI, Asnef, Court proceedings) CIRBE, Registries...

Both sources of information must be contrasted to confirm the accuracy and consistency of the information obtained.

SAPYME is a software tool developed by the Bank to analyze and evaluate SMEs and to obtain an overall view of them, both commercially and in terms of risk. Therefore the information included should reflect the client's real situation as faithfully as possible. It is structured into two main sections, complementary to each other, supplying conclusions that must be contrasted.

It is essential to transmit the knowledge offices have on the client into the Analysis System. The information transferred to the System must be of proven quality; the General rule is that the CAR will not ask for additional documentation.

- Qualitative analysis:

This section contains all the non-quantifiable aspects of the company. The following aspects are rated:

Description of the activity, stability in the activity, experience in business/activity of the Company and its shareholders, capacity of managers, management and workforce, adequacy of means for the business, market and sector, description of shareholders and their assets, support to the Company from partners.

- Quantitative analysis:

This allows all the financial data necessary for rating the company to be analyzed. We must analyze the ability to repay, liquidity and solvency, on the basis of the financial data submitted.

On many occasions, we must obtain the data using deductive methods: Investigation of company activities, savings capacity and solvency of owner, assets acquired and acquisition means (inherited or generated from business profits)...

- **Global Evaluation of the Customer in SMEs.** The customer's global evaluation or rating is the combination of two types of assessment: manual and automatic.

At the time of admission the automatic evaluation is combined with customer's manual evaluation, to obtain a final assessment that we will call the rating of the decision.

Manual Evaluation or rating is the professional and objective opinion of the customer's manager as the analyst of the company's current and medium-term capacity to meet its obligations and stay in business and in the market. The risk manager performs an initial assessment which is reflected in the SAPYME system. Subsequently, the analyst, after studying the customer-transaction awards a rating which is entered in the valuation application.

Qualitative Assessment: the company is not an isolated entity, it is subject to many dynamic factors that affect or may affect it and that are referred to generically as the "environment".

Quantitative Assessment: the analysis must be oriented to determine the company's financial health. Different ratios can be calculated but they will be of minimum use if they are not aimed at specific and defined concerns that must be responded.

Automatic Evaluation, is constructed from score models resulting from the statistical treatment of the existing information in the Bank's systems. The result is a combination of the most significant variables, with their weighted values, which allows each customer to be given a score, and therefore, enable them to be sorted according to their credit quality.

The formulation of the Rating for SMEs that are legal entities makes distinction between Micro-enterprises with turnover of less than € 1 million, and Small Businesses (turnover of between 1 and 3 million euros), using three models for each of the types.

Models: Financial Information: Calculated on the basis of the Customer's Financial Statements. + Qualitative Information: Information is collected from the SAPYME analysis system completed by the office manager. + Operational Information: Information is collected from Banesto's different internal information systems.

In the case of new Bank customers only the Financial and Qualitative models are used since there is no internal background. In the case of existing Bank Customers the three models are used to calculate the Automatic Evaluation.

- **The decision in the CAR SME circuit:**

StrategyWare is the acceptance process manager and the decision engine for SME risk requests. It includes the elements which allow automatic decisions to be made for transaction requests depending on the Customer's Expected Loss (EL).

Process:

- 1- Data capture with StrategyWare: Socio-economic data is entered in the office into the SAPYME analysis system, obtained from external and internal Bank source, Ratings of those participating in the transaction, data on the proposed transaction, Customer's Expected Loss.
- 2- The information is automatically incorporated by the system in a parameterized model in which acceptance and denial rules are apply, giving rise to the following cases according to the results:
 - a. Transaction meets automatic approval parameters, in which case the Office can proceed to its approval.
 - b. The transaction exceeds the automatic approval parameters and accordingly Strategyware forwards the proposal to the appropriate decision-making body on the basis of the delegated powers: Office / CE, CAR for SMEs.

According to regulations it the Manager's duty to compare the information provided by the Customer with the corresponding documentation before approval.

The task of the CAR is to analyze and deliver an opinion of the transactions that are forwarded from the Offices.

- It is formed by analysts who specialize in each of the segments.

- It homogenizes the methodology for the treatment of Customers in accordance with the Bank's risk policy.

- Delegation of Powers to dependent Centers for SMEs

The development of the powers will depend on the total Expected Losses of the Customers. The application of these powers shall follow the Bank's funding rates and policies. These powers do not apply to the segments of Non-residents, Refinancing, Customers with serious alarms, customers with LVEF policies (under special watch) and those subject to specific restrictions.

Territorial Units with authority for up to 1 million euros may delegate powers to their dependent centers (Retail Banking Units, Business Centers or Branches) to authorize the risks for the types of customers defined for the CAR SME circuit, by customer or by Group:

- (i) To Branches: depending on the delegated powers, based on the Customer's total Expected Loss. (Max. € 1,000 of expected loss).

Above Territorial Units the proposals are decided in the various Central Services Committees, also established according to different levels of delegation

1.2 Admission Process for Small Companies

Business Network customers consist of companies with turnover of more than 3 million euros or belonging to groups exceeding that billing figure.

Its basic management criteria are:

- Specialized and individualized attention: portfolio allocation of Risk to Business Risk Managers (GREs)
- Methodology and specific tool for analysis and valuation: SAME
- Admission by Network Circuit
- Ongoing monitoring of the customer and monthly review

a) Customer knowledge

Each company has a dual portfolio allocation, since it includes one portfolio for the Commercial Manager and one for the Business Risk Manager (GRE).

After prior screening the first manager compiles the necessary information to understand the customer, either directly (visit, interview, etc.) or indirectly (internal systems, external reporting, internal and external alarms (RAI, Asnef, court proceedings, etc.) CIRBE, Registry queries, etc.

The GRE, as risk analyst, forwards all the information obtained to the Medium-Sized Businesses Analysis System (SAME), which is the Bank's established tool for analyzing and assessing data in order to obtain a comprehensive view. This tool allows a detailed customer knowledge to be obtained and to assign a score or rating for gauging the customer's risk profile.

The SAME system collects all the information subject to assessment (rating) by the GRE in an orderly and systematic manner and is structured into two sections:

- qualitative customer information (general information, share ownership, management, staff, related companies, facilities, procurement-suppliers, sales-customer, market, bank indebtedness, investment plans and alert signals); and
- quantitative information (collection and payment periods, use of credit lines, financial statements, key ratios).

b) RATING

Rating is the tool for synthesizing the knowledge acquired from a customer, and is crucial in the decision making process when defining the amount of risk to be assumed and the price to assign to that risk.

Rating involves assigning a score ranging from 10 (lowest score) to 90 (highest rating) to each of the six sections which are analyzed and process in the SAME system (3 qualitative and 3 quantitative). The final rating is the result of the arithmetic mean of the scores allocated to each of the sections, and consists of an abstract or summary of the analysis performed and developed throughout the SAME analysis. It represents an evaluation of the customer's current and medium-term capacity to meet its obligations and stay in business and in the market.

To summarize, the aspects rated are:

- Qualitative Assessment: Classification of the customer in its business process and competitive environment, analyzing the following variables:

1. Product / Demand / Market: Defines the status and future prospects of the business based on the environment in which the company competes and operates along with the company's relative market position and competitive advantages.
2. Shareholders / Management: Covers background information on shareholders, affiliated or subsidiary companies, link of shareholders with other companies, management and Management experience, workforce composition and stability, etc.

3. Access to Credit: This area assesses the company's own capacity to obtain funds from the financial system and if applicable the capital market to enable it to develop normally financially and ensure it can meet the necessary investments in both fixed capital and working capital.

- Quantitative Assessment: Customer rating based on economic and financial status, based on the customer's Financial Statements. The following variables are analyzed and evaluated:

1. Business Yield/Profits: The company's future ability to obtain profits from its operations is assessed; therefore the expectations of future profit growth are analyzed.
2. Generation of resources (Capacity to pay debts).
3. Solvency: The company's overall capacity to stay in business is evaluated in the medium and long term along with its competitive positioning and sufficient levels of profitability and cash generation, to the extent that it can self-finance its business.

c) Proposal and Approval

Following the analysis and conclusions reached, the commercial manager will be able to prepare the corresponding risk proposal that, once documented and analyzed may be decided by the Business Center, provided the customer in question falls within the center's scope of powers according to the risk volume. Otherwise, the proposal will be forwarded for approval by the appropriate body: Regional Management or Central Services Risks Units.

Banesto's Delegated Powers system has established the lowest level decision-making powers for Business Centers, authorizing up to 1.5 million euros per customer/group and according to product types and terms.

The next level of authority is Territorial Management, with powers for up to 6 million euros per customer/group and also according to product types and terms.

Above these levels, proposals are decided in the various Central Services Committees, also established according to different levels of authority.

III. BANIF GRANTING POLICY.

Banif, which was absorbed by Santander on April 30, 2013, has always followed Santander's granting policy.

2.2.8 Representations and other warranties given to the Issuer in relation to the Assets.

The Manager has obtained from the Originator of the Assets, the following representations and warranties on the characteristics of the Mortgage Loans, the Credit Lines and the MTC of the Originator and that are ratified in the Deed of Constitution.

(a) Regarding the Originator:

- (1) The Originator is a credit institution duly incorporated under the current laws of Spain, and is filed with the Mercantile Registry of Santander and the Registry of Entities of the Bank of Spain.
- (2) The Originator's governing bodies have validly adopted all necessary corporate resolutions for assignment of the Assets to the Fund and in order to execute the corresponding Deed of Incorporation and the Contracts.
- (3) Neither as at the date of the Registration of the Prospectus, nor at any time after incorporation of the Fund, has the Originator been subject to a situation of insolvency, creditors' procedures, temporary receivership or bankruptcy.
- (4) Santander has had its annual financial statements (individual and consolidated) relating to fiscal years 2013 and 2014 duly audited through unqualified audit reports. The audited annual financial statements pertaining to the fiscal years closed at December 31, 2013 and 2014 have already been filed with the CNMV and with the Mercantile Registry in accordance with current regulations in force.
- (5) In accordance with the provisions of Regulation 575/2013 of June 26, the Originator will retain a significant net financial interest in the Fund on an ongoing basis under the terms required by the Bank of Spain.

(b) Regarding the Loans, Credit Lines and the Assets:

- (1) The Loans and Credit Lines are real, valid and enforceable in accordance with applicable law, and in establishing them all current legal provisions have been duly observed.
- (2) The information included in the Prospectus and in the Deed of Incorporation in relation to the Loans and Credit Lines will accurately reflect their situation as at the portfolio selection and assignment dates respectively.
- (3) As from the time of their granting or subrogation, as the case may be, the Loans and Credit Lines have been serviced by Banesto, Santander or Banif. Currently they are all being serviced by Santander in accordance with its standard procedures.
- (4) Both Santander, Banesto and Banif, grouped at the time of assignment of the credit rights of the Fund to the Originator, in the granting or subrogation of each of the Loans and the Credit Lines, have faithfully followed the risk policy in force at all times. 81.60% of the Outstanding Balance of the Assets has been granted in the fiscal years from 2013 to 2015 and is in line with Santander's risk policy and Banesto's latest granting policy laid down in section 2.2.7 of this Additional Building Block. The remaining Loans and Credit Lines have followed risk policies that do not differ substantially from the current policy.
- (5) The Assets are derived from loans granted by the Santander, Banesto and Banif to small- and medium-sized enterprises (SMEs) and self-employed individuals residing in and domiciled Spain with the exception of companies of the Santander Group and syndicated loans that meet the terms of

Commission Recommendation 2003/361/EC of May 6, 2003 for the purpose of financing their economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings related to their economic activity or acquiring rural property, urban property, and plots. For this last purpose, loans destined to property construction and real estate development are excluded, although there may be loans intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums. In the case of restructuring, these operations do not arise from restructuring transactions of loans or in default, and correspond only to debt consolidation operations. Furthermore, the Assets derived from credit lines granted by the Originator to small and medium-sized enterprises (SMEs) and self-employed individuals residing in Spain with the exception of companies of the Santander Group and syndicated credit lines that comply with Commission Recommendation 2003/361/EC, May 6, 2003, for funding their short and medium-term economic activities and any of the aforementioned purposes.

- (6) The Assets are denominated and payable in euros and are secured: (i) in the case of Assets derived from Mortgage Loans, through mortgage charge and; (ii) in the case of Assets deriving from Non-Mortgage Loans and Credit Lines, with the Debtor's equity (without specific collateral), with a third-party personal guarantee (surety) and/or, where applicable, in rem collateral other than a mortgage charge.
- (7) The Loans and Credit Lines shall accrue interest at a fixed or variable rate pegged to a given market index, without establishing any floor or ceiling on the applicable interest rate.
- (8) All of the Assets have a maturity date on or before October 1, 2055.
- (9) Payments of principal and/or interest arising from the financing arrangement formalized via the Loans or Credit Lines (only interest payments for those credit lines or loans with repayment at maturity) are monthly, quarterly, half-yearly, yearly, or at maturity, there being no clauses permitting the deferred payment of interest or principal other than possible initial grace periods on principal repayments at the start of the Loan in question.
- (10) That in the case of Credit Lines there are no clauses allowing a grace period on principal repayments.
- (11) The Loans and Credit Lines have been originated in the ordinary course of the Originator's business through the branch networks of Banco Santander, Banesto and Banif.
- (12) The Originator is the owner of the Assets, which are free of liens and claims, without the Originator having received any notice of claim or compensation prior to their assignment to the Fund.
- (13) The payments of the Debtor deriving from the Loans and Credit Lines are not subject to any tax deduction or withholding.
- (14) There are no impediments limiting the free transfer of the Assets to the Fund, and if the Debtor's consent is necessary, then its consent has been duly obtained.

- (15) The Assets impose a valid and binding payment obligation on the Debtor and are enforceable in accordance with their own terms.
- (16) Payment of principal and interest with regard to the Loans and interest with regard to the Credit Lines takes place through direct bank debit generated automatically and authorized by the relevant Debtor at the time the transaction is formalized.
- (17) The Assets are governed by the laws of Spain.
- (18) Although developer loans or financing are not included (mortgage loans for financing the construction and promotion of dwellings, garages, business premises and industrial building, destined for sale or lease to individuals or companies, with the possibility of the buyers standing in for the developer under the same conditions or through any of the different mortgage loan methods) , there may be loans and/or credit lines intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums.
- (19) The Assets do not derive from the renegotiation of Loans or Credit Lines that are delinquent.
- (20) No person holds any preferred or pre-emptive right over the Fund with respect to the Assets.
- (21) The Preliminary Portfolio of Loans and Credit Lines from which the Assets assigned to the Fund are taken do not contain non-payments in excess of thirty (30) days. In addition, at the time of the transfer, no Mortgage Loan, Non-Mortgage Loan or Credit Line will be subject to any kind of non-payment beyond thirty (30) days.
- (22) The Originator has no knowledge of any of the Debtors being holder of any Credit Rights *vis-à-vis* Santander entitling them to seek compensation from the Bank and which may adversely affect the Assets, this without prejudice to the rights of Debtors who hold deposits or demand accounts with the Originator.
- (23) As at the Incorporation Date, Santander has not received any notice of full or partial prepayment of the Loans or Credit Lines.
- (24) None of the Assets corresponds to credit rights deriving from financial leasing transactions.
- (25) The collateral for the Loans and Credit Lines, as appropriate, is valid and enforceable pursuant to applicable law and the Originator is not aware of any circumstance that could prevent enforcement thereof.
- (26) Santander has no knowledge of any legal proceedings affecting the Loans and Credit Lines that could harm their validity and enforceability.
- (27) The Mortgage Loans are documented in public instrument, while the Non-Mortgage Loans and Credit Lines are documented in an agreement executed before a notary public, with the Originator retaining the first copy of the public deed or a copy of the notarized agreement.
- (28) The Loans and Credit Lines are clearly identified in the computer systems of Santander from the moment they are granted or migrated if originated by Banesto or Banif, and are continuously managed, analyzed and monitored by

the Originator in accordance with the standard procedures that Santander has in place, such procedures as summarized under section 2.2.7 above.

- (29) The Loans transferred to the Fund have been effectively drawn in full by the Debtors prior to their transfer to the Fund.
- (30) At the time the Loans and Credit Lines are transferred to the Fund, none of the Debtors is subject to insolvency or arrangements with creditors.
- (31) The Assets derived from the Credit Lines have a credit balance in favor of the Originator. That on the Date of Incorporation the part not drawn down from Credit Lines will not be assigned to the Fund.
- (32) At the moment of the assignment of the Loans and Credit Lines, all assets shall have accrued and paid at least one installment to the Originator.
- (33) At the moment of the assignment of the Loans and Credit Lines, none of the Credit Lines will be drawn down in excess of 105% of their limit.

(c) Regarding the Mortgage Loans:

- (1) Each of the Mortgage Loans is secured by mortgage charge, without the mortgaged properties being subject to any prohibitions on disposal, conditions subsequent or any other restriction on ownership.
- (2) All of the Mortgage Loans are formalized in public instrument and all the mortgages are duly established and recorded with the pertinent Land Registries. Registration of the mortgaged properties is current and effective and without contradiction.
- (3) The Mortgage Loans are not instrumented via any type of security, whether registered, negotiable, or bearer.
- (4) The Mortgage Loans are not subject to any mortgage bonds, mortgage participations or mortgage transfer certificates other than the Mortgage Transfer Certificates issued for their transfer to this Fund.
- (5) The properties mortgaged by virtue of the Mortgage Loans are not classified as excluded assets for acceptance as collateral pursuant to article 11 of Royal Decree 716/2009.
- (6) The Mortgage Loans do not have any of the defining characteristics of loans or credits excluded under article 12.1 a), c), d) and f) of Royal Decree 716/2009.
- (7) Copies of all of the mortgage deeds referring to the Mortgage Loans have been duly filed in Santander's systems, which are adequate for such purpose, and remain at the disposal of the Manager, acting on behalf of the Fund. Likewise, all of the Mortgage Loans are clearly identified, both in electronic format and in their corresponding public instruments.
- (8) Santander has no knowledge of any litigation relating to the Mortgage Loans that could affect their validity or incur the provisions of article 1,535 of the Spanish Civil Code; or of any circumstances that could render ineffective the contract to acquire the mortgaged property as collateral for the Mortgage Loans.
- (9) Santander has no knowledge of any circumstance that could prevent foreclosure or enforcement of the mortgage charge.

- (10) The mortgages are established on real estate (and if this includes buildings, these are built and finished), including those assets listed in section 2.2.2.a) of this Additional Building Block, insofar as they are not excluded by article 12.1.a), c), d) and f) of Royal Decree 716/2009, located in Spain and belonging to the mortgagor in fee simple and full title, Santander having no knowledge of any litigation concerning ownership of the real estate that could harm the mortgages. Likewise, the Originator declares that, to the best of its understanding, as at the Incorporation Date of the Mortgages it was not aware of any prohibition on the disposal of the mortgaged real estate.
 - (11) The collateral on the Mortgage Loans is established as a first mortgage affecting full ownership of the mortgaged property or, as the case may be, with a different seniority, even though Santander may have documentation relating to the cancellation of the debts arising from earlier mortgages, and even when such previous mortgages have still to be cancelled with the corresponding registries.
 - (12) All of the mortgaged properties have been valued by appraisal companies duly registered with the Banco de España at the time of the appraisal, with said appraisal accredited by the corresponding initial certificate, in accordance with the provisions of Law 2/1981 and its implementing regulations. All completed appraisals meet all of the requirements stipulated in mortgage market legislation.
- (d) In relation to the Mortgage Transfer Certificates:**
- (1) The MTCs are issued in accordance with the provisions of (i) Law 2/1981, (ii) Royal Decree 716/2009, (iii) Additional Provision Four of Law 5/2015, pursuant to which all prevailing legislation applicable to mortgage participations shall also apply to Mortgage Transfer Certificates, insofar as applicable, and (iv) other applicable regulations.
 - (2) MTCs are issued because the Mortgage Loans are not eligible as mortgage participations in that they do not meet the requirements prescribed by Chapter II, article 3 of Royal Decree 716/2009. This information will be compliant with the provisions of Annex I of Royal Decree 716/2009 governing the special accounting of mortgage loans and credits.
 - (3) The MTCs are issued for the remaining term up until the maturity of, and at the same interest rate as, each of the Mortgage Loans to which they pertain.
 - (4) On the date of issue of the MTCs, the Outstanding Balance of each of the Mortgage Loans is equivalent to the capital stated on the corresponding Mortgage Transfer Certificate.
 - (5) The competent governing body of Santander has validly adopted all the resolutions needed to issue the MTCs.
 - (6) The Manager has obtained from Santander, as Originator of the Assets, the representations and warranties concerning the characteristics and features of the Mortgage Loans, the MTCs and the Originator itself, as described in this section and as ratified in the Deed of Incorporation.

Compliance with Regulation 575/2013 of June 26

In compliance with the provisions of article 405 Regulation 575/2013, of June 26, on the prudent requirements of credit institutions and investment entities, amending Regulation (EU) 648/2012 (“**Regulation 575/2013**”), the Originator has notified the

Manager that it will retain a significant net financial interest in the Fund on an ongoing basis under the terms required by Regulation 575/2013. For these purposes, the Originator has notified the Manager that by “ongoing basis” it is understood that the retained net financial interest shall not be subject to a credit risk reduction, nor short positions nor other types of hedging and neither will it be sold. The Originator will undertake in the Deed of Incorporation to include, on the website of the Santander Group www.santander.com (or any other site that may replace it in the future), reference to the location where all the updated details can be found on the requirement to retain a net financial interest.

Without prejudice to the foregoing, certain details on this withholding are provided below in this Prospectus. In particular:

In accordance with the provisions of subsection d) of the aforementioned article 405, the Originator, in its capacity as securitization originator, will undertake in the Deed of Incorporation to retain, on an ongoing basis, Series C Bonds representing at all times at least five per cent (5%) of the nominal value of the securitized exposures.

The Originator will undertake in the Deed of Incorporation to notify the Manager, on a monthly basis, that it continues to retain the aforementioned interest, such that the latter may, in turn, publish such confirmation on the website of the Managing Company (www.santanderdetitulizacion.es). For the purposes of this notice, the Originator must explicitly declare that it has not acted in any way (hedging of the credit risk, sale, taking of short positions, etc.) that could undermine the application of the withholding requirement.

In compliance with the article 409 Regulation 575/2013, the Originator must ensure that possible investors can easily access all pertinent data on the credit quality and changes in the various underlying exposures, cash flows and the *in rem* collateral backing the underlying exposure, and likewise any other information deemed necessary for the purpose of conducting meticulous and properly documented stress tests with respect to the cash flows and the value of the *in rem* guarantees backing the underlying exposures.

2.2.9 Replacement of the Assets.

2.2.9.1 Replacement of Assets derived from Mortgage Loans

In the event that any of the Assets derived from Mortgage Loans is affected by latent defects as a consequence of not meeting, at the Incorporation Date, the requirements that such Assets must meet in order to be eligible for transfer to the Fund, and/or not conforming to the representations made to such effect by the Originator to the Manager, as reproduced under section 2.2.8 above of this Additional Building Block to the Securities Note, or not having the characteristics reported by the Originator to the Manager on the Incorporation Date, then the Party that becomes aware of such a situation, be it the Originator or the Manager, shall notify the other Party in writing. The Originator will have fifteen (15) Business Days from the date of said notification to rectify the latent defect or, if such defect cannot be rectified, replace the affected Asset with another or others with a total outstanding balance slightly less than or equal to that of the Asset thus replaced. Said asset(s) must meet the requirements and comply with the representations indicated above and be the same in terms of residual term to maturity, interest rate, outstanding principal, mortgage seniority, loan to value ratio of the mortgaged property or properties and quality of the collateral, thus ensuring that the financial equilibrium of the Fund and the rating of the Bonds are not

affected by the replacement. The Originator shall notify the Manager of the characteristics of the replacement mortgage loans it wishes to transfer to the Fund.

The replacement will be carried out via the early redemption of the affected Mortgage Transfer Certificate and the issue by the Fund of the replacement Mortgage Transfer Certificate (with the Originator issuing a new multiple certificate detailing the number of MTCs that exist at that date, and which will be exchanged for the certificate delivered initially or on the previous replacement date). This issue of Mortgage Transfer Certificates by the Originator and replacement by the Manager, on behalf of the Fund, shall be carried out by executing the corresponding notarial certificate, which will include details of the Mortgage Transfer Certificate to be replaced and the underlying Mortgage Loan, as well as details of the new Mortgage Transfer Certificate issued and of those relating to corresponding Mortgage Loan, along with the reason for the replacement and the variables making both Mortgage Transfer Certificates substantially similar, as described above. A copy of the notarial certificate will be delivered to the CNMV, Iberclear and AIAF and also to the Rating Agencies. The Originator shall reimburse the Fund for any unpaid amounts relating to the replaced Asset by paying the corresponding amount into the Cash Account or Interest Account, as the case may be. Likewise, in the event that the Outstanding Balance of the replacement Asset is slightly less than that of the replaced Asset, the Originator shall reimburse the Fund for the difference, taking into account the nominal value, any accrued and not yet due interest, and any unpaid amounts regarding that Asset, through credit thereof into the Cash Account or Interest Account, as the case may be, on the relevant date.

In particular, the modification by the Originator, during the life of the Assets, of their terms and conditions without observing the limits established by applicable special legislation and the terms agreed upon between the Fund and the Originator in the Deed of Incorporation and those stipulated in this Prospectus, in section 3.7.1 of the Additional Building Block, and therefore, absolutely exceptionally, would constitute a breach by the Originator of its obligations, which should not be met by the Fund. In the event of such a breach, the Fund, through the Manager, shall (i) request the corresponding compensation for damage and loss and (ii) request the replacement or repurchase of the affected Assets, pursuant to the provisions of this section, without this meaning that the Originator guarantees the successful outcome of the transaction, but rather that it guarantees the required curing of the effects caused by the breach of its obligations, in accordance with article 1,124 of the Spanish Civil Code. The Manager will notify the CNMV immediately of any replacements or redemptions of Assets affected as a consequence of breach by the Originator. The costs incurred from actions taken to remedy the breach of the Originator will be borne by the Originator, which may not then seek recovery of such costs from the Fund.

In the event that the abovementioned replacement cannot take place or does not occur within fifteen (15) Business Days, the Manager will redeem the Mortgage Transfer Certificate in question early, with the Originator in this case undertaking to buy it back and reimburse the Fund for the Outstanding Balance thereof, plus any interest accrued and not paid as well as any monies not paid in relation to said Assets via the deposit of said monies into the Cash Account or Interest Account, as the case may be.

2.2.9.2 Termination of the transfer of the Assets derived from Non-Mortgage Loans and the Credit Lines in the event of latent defects

If any of the Assets derived from Non-Mortgage Loans and Quantities Drawn on the Credit Lines is affected by a latent defect as a consequence of not meeting the

requirements that such Assets must meet at the Incorporation Date in order to be eligible for transfer to the Fund, and/or not conforming to the representations made to such effect by the Originator to the Manager, as reproduced under section 2.2.8 above of this Additional Building Block to the Securities Note, or does not have the characteristics reported by the Originator to the Manager, then the Party aware of such circumstances, be it the Originator or the Manager, shall notify the other Party in writing. The Manager will terminate the transfer of the Asset affected by the hidden defect, with the Originator undertaking to reimburse the Fund, within fifteen (15) Business Days, for the Outstanding Balance thereof, plus any interest accrued and not paid as well as any monies not paid in relation to said Assets via the deposit of said monies into the Cash Account or Interest Account, as the case may be.

In particular, the modification by the Originator, during the life of the Assets, of their terms and conditions without observing the limits established in applicable special legislation and the terms agreed upon between the Fund and the Originator in the Deed of Incorporation and those stipulated in this Prospectus, in section 3.7.1 of the Additional Building Block, and therefore, absolutely exceptionally, would constitute breach by the Originator of its obligations, which should not be met by the Fund. In the event of such a breach, the Fund, acting through the Manager, may (i) request the corresponding compensation for damage and loss and (ii) request the replacement or repurchase of the affected Assets, pursuant to the provisions of this section, thus implying the necessary curing of the effects produced by the breach of its obligations, pursuant to article 1,124 of the Spanish Civil Code. The Manager will notify the CNMV immediately of any replacements or redemptions of Assets carried out as a consequence of the breach by the Originator. The costs incurred from actions taken to remedy the breach of the Originator will be borne by the Originator, which may not then seek recovery of such costs from the Fund.

2.2.10 Relevant Insurance Policies relating to the Loans.

The Originator will formalize, in the same act and in tandem with the issue of the Mortgage Transfer Certificates, the transfer of its rights, where applicable, as beneficiary of any insurance contracts against damage signed by the Debtors or any other insurance policy that provides equivalent coverage. All amounts received by the Originator in this capacity, where applicable, will thus be paid to the Fund as owner of the Mortgage Transfer Certificates.

Data on insurance company concentration are not included because the insurance policies signed by the Debtors and their details are not supported by or updated in Santander's computer records. There may, however, be a concentration of Santander insurance companies since initially the damage insurance policies are taken out with Santander.

2.2.11 Information relating to Debtors in cases when the Assets comprise debt obligations of five (5) or fewer Debtors that are legal entities, or when a Debtor accounts for twenty per cent (20%) or more of the Assets, or when a Debtor accounts for a material portion of the Assets.

Not applicable.

2.2.12 Details of the relationship between the issuer, the guarantor and the Obligor, if significant.

There are no significant relations for the purposes of this Prospectus between the Fund, the Originator, the Manager and other parties involved in the transaction other than those described under sections 5.2, 6.7 and 6.10 of the Registration Document.

2.2.13 Where the Assets comprise fixed income securities, details of main terms and conditions.

Not relevant.

2.2.14 Where the Assets comprise equities, details of the main terms and conditions.

Not relevant.

2.2.15 Where more than ten percent (10%) of the Assets comprise equity securities not traded on a regulated or equivalent market, details of the main terms and conditions.

Not relevant.

2.2.16 Where a material portion of the Assets are secured on or backed by real property, valuation reports relating to the properties detailing both the value of the properties and cash flow/income.

The real estate appraisal values of the real estate posted as collateral for the Mortgage Loans are effectively the appraisals conducted by the appraisal entities for the purpose of granting and executing the Mortgage Loans. The real estate acting as collateral for the Mortgage Loans have not been revalued for the purpose of transferring the latter to the Fund.

2.3 Actively managed assets backing the issue.

Not relevant.

2.4 Declaration if the issuer wishes to issue further securities backed by the same Assets, and description of how the holders of the assets will be informed.

Not relevant.

3. STRUCTURE AND CASH FLOW

3.1 Description of the structure of the transaction.

By means of the current securitization arrangement, Santander shall transfer the Assets to the Fund, which will acquire the Assets and issue the Bonds. This transaction will be formalized through the Deed of Incorporation, which will be signed by the Manager, acting on behalf of the Fund, and by Santander. The following will therefore take place upon execution of the Deed of Incorporation of the Fund:

- a) assignment to the Fund of the Assets deriving from the Mortgage Loans and from the Non-Mortgage Loans and Quantities Drawn on the Credit Lines;
- b) issuance of the Mortgage Issuance Certificates by Santander and the subscription thereof by the Fund; and
- c) issuance of TWENTY-NINE THOUSAND FOUR HUNDRED (29,400) Bonds, distributed among the three (3) Bond Series.

A copy of the Deed of Incorporation shall be submitted to the CNMV and Iberclear prior to the Bond Disbursement Date (i.e., December 14, 2015).

The Manager will likewise provide the CNMV on a monthly basis with information relative to the adjustment of the balances drawn on the Credit Lines described in section 3.4.3.b below by means of the execution of the corresponding public deed that will include any information furnished to it by the Originator with respect to any upward variations that the Credit Lines may have had during the month underway, and that they comply with the statements under section 2.2.8.b) of this Additional Building Block, for their verification pursuant to the requirements of Article 17 of Law 5/2015.

Additionally, and with a view to consolidating its financial structure and hedging as much as possible against the risks inherent in the issue, the Manager, acting on behalf of the Fund, shall formalize, *inter alia*, the contracts described below, with the power, for the purpose of ensuring that the Fund continues to operate in accordance with applicable law, to extend or amend such agreements, replace each of the providers of services to the Fund as detailed in the agreements and also, if necessary, enter into further agreements, after notifying the CNMV and, as the case may be, obtaining the pertinent authorization, provided that such powers do not harm the rights of the Bondholders and, in particular, provided that their rating is not downgraded. Furthermore, such actions shall not require amendment of the Deed of Constitution insofar as they do not entail a modification in the Order of Priority of Payments set forth in section 3.4.6. below.

The aforementioned extension or amendment shall be notified to the Ratings Agencies.

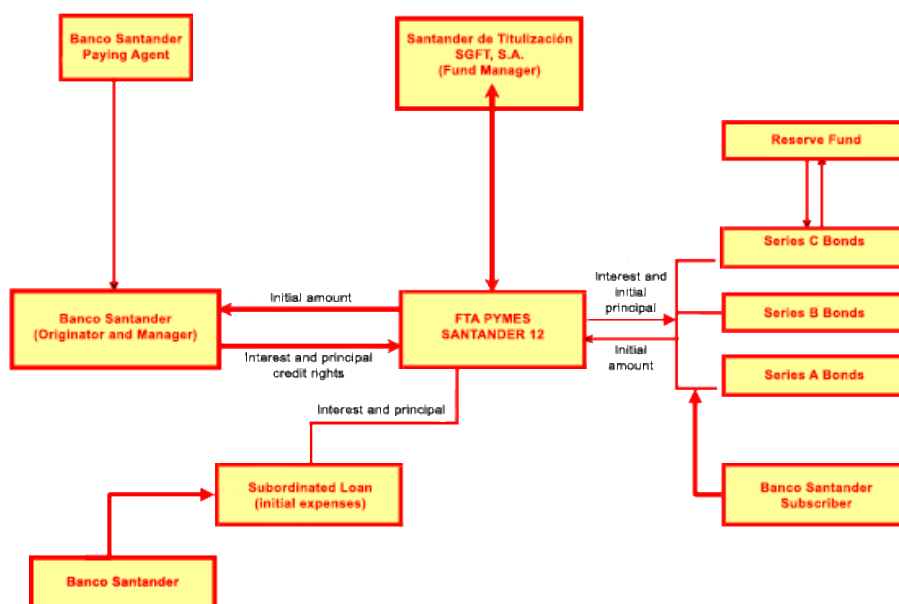
The Manager shall enter into the following agreements with Santander, the most relevant information of which is described in section 3.4 below:

- (i) Guaranteed Rate Reinvestment Agreement (Cash Account), by virtue of which Santander shall guarantee variable returns on the amounts deposited into the Cash Account by the Fund acting through the Manager.
- (ii) Guaranteed Rate Reinvestment Agreement (Interest Account), by virtue of which Santander will guarantee a variable return on the quantities deposited into the Interest Account by the Fund acting through the Manager.
- (iii) Subordinated Loan Agreement, which will be used to finance the initial costs of setting up the Fund, issuing the Bonds and part of the cost of acquiring the Assets, where applicable.
- (iv) Liquidity Facility Agreement so that any variations, whether upward or downward, that occur in the Credit Lines may be simultaneously transferred to the Fund on a daily basis, by means of the corresponding adjustment in the Liquidity Facility. Likewise any possible upward variations of the Credit Lines will be compensated daily with possible downward variations of other Credit Lines, as well as with the amounts from the Assets as repayment of the principal.
- (v) The Management and Paying Agency Agreement.
- (vi) The Subscription Agreement, pursuant to which the Bond subscription is regulated by Santander in its capacity as Subscriber.

Furthermore, the Reserve Fund will be endowed with the funds obtained from subscribing and paying up the Series C Bonds, as detailed under section 3.4.2.2 of this Additional Building Block.

The transaction is explained in the diagram below:

FONDO DE TITULIZACIÓN PYMES SANTANDER 12



Initial Balance Sheet of the Fund

The Fund's Balance Sheet as at the close of the Disbursement Date shall be as follows:

ASSETS		LIABILITIES	
FIXED ASSETS		BOND ISSUES	
Assets (credit rights on Non-Mortgage Loans, Credit Lines and MTHs)	2,800,000,000	Series A Bonds	2,100,000,000
		Series B Bonds	700,000,000
		Series C Bonds	140,000,000
CURRENT ASSETS	140,700,000		
Cash Account	140,700,000		
Reserve Fund	140,000,000		
Subordinated loans initial costs	700,000	OTHER L/T PAYABLES	
		Subordinated Loan	700,000
Total Assets	2,940,700,000	Total Liabilities	2,940,700,000

3.2 Description of entities taking part in the issue and of their duties.

The entities taking part in the issue and their respective roles are explained under section 5.2 of the Registration Document.

3.3 Description of the method and date of sale, transfer, novation or transfer of the assets.

Santander will, on the Incorporation Date, transfer to the Fund those Assets whose total principal is equal or slightly higher than TWO BILLION EIGHT HUNDRED MILLION (€2,800,000,000).

3.3.1. Assignment of the Assets.

Santander shall assign the Assets at the time the Fund is incorporated, such transfer to be instrumented through the Deed of Incorporation and to be carried out as explained below, with a difference drawn between Assets deriving from Mortgage Loans and Assets deriving from Non-Mortgage Loans and the Quantities Drawn on the Credit Lines.

The Originator shall receive no amount for deferring payment of the Loans and Credit Lines between the assignment date and the Disbursement Date.

a) Assignment of the Assets deriving from Non-Mortgage Loans and the Quantities Drawn, at the Date of Incorporation, on the Credit Lines:

Assets derived from Non-Mortgage Loans and the Quantities Drawn, at the Date of Incorporation, on the Credit Lines will be transferred directly to the Fund by virtue of the Deed of Incorporation, which will contain the necessary terms and conditions for effecting said assignment.

b) Assignment of the Assets deriving from Mortgage Loans:

The Assets deriving from Mortgage Loans will be transferred by virtue of the Deed of Incorporation, which shall contain the necessary terms and conditions governing the issuance, by Santander, of Mortgage Transfer Certificates, in accordance with the provisions of Additional Provision Four of Law 5/2015, by virtue of which current law in force applicable to mortgage units or participations likewise applies to issues of MTCs, such MTCs to be subscribed by the Manager on behalf of the Fund; Law 2/1981, of March 25, on Regulation of the Mortgage Market; Royal Decree 716/2009 of 24 April; and other law or regulations in force from time to time, applicable to the transferability and acquisition of mortgage market securities.

Transfer of the Mortgage Transfer Certificates (MTC) by the Originator will be carried out through the Deed of Incorporation in accordance with the following procedure:

- (i) Each MTC will represent a share of one hundred per cent (100%) of the outstanding principal pending maturity of the Assets deriving from Mortgage Loans to which the MTCs pertain, and similarly, from the transfer date, of any ordinary and default interest, monies or assets received from legal or notarial enforcement of the collateral, from disposal or exploitation of the foreclosed properties awarded to the Fund due to enforcement of the mortgage charges, or due to interim administration and possession of the property (in process of being foreclosed) up to the amounts owed by the Debtor in question, as well as the right to acquire the property at the price received at auction or at the price determined by a court of law, and all other possible rights and compensation to which the Originator may be entitled, including not only those derived from any insurance contracts that the Originator may have assigned to the Fund, but also those derived from any other rights attaching to the Assets.

- (ii) The MTCs will be represented in one multiple registered certificate, which will contain the minimum information stipulated in article 29 of Royal Decree 716/2009.

In the event that any MTC has to be replaced, or if the Manager, acting on behalf of the Fund, or Santander, must proceed with the foreclosure of a Mortgage Loan on which a given MTC has been issued, or if the MTCs must be sold upon Early Settlement of the Fund, in accordance with the situations and under the conditions provided for in section 4.4.3 of the Registration Document, the Originator undertakes to fraction, as the case may be, any multiple certificate into as many individual or global certificates as may be necessary, or to replace or exchange it in order to achieve the aforementioned purposes.

- (iii) As established by Royal Decree 716/2009, the MTCs may be transferred by means of written declaration on the certificate itself and, in general, by any other legally admissible means. The acquiring party must notify the Originator of the transfer of the MTC and the address of the new holder.

The transferor will not be liable for the solvency of the Originator or of the Obligor of the Mortgage Loan, nor for the sufficiency of the mortgage it secures.

- (iv) The Originator, as issuer of the MTCs, shall keep a special log to record the MTCs issued on each Mortgage Loan, as well as any transfers thereof that are communicated to the Originator. The book itself shall reflect any changes of address notified by the holders of the MTCs to the Originator.

Said log shall also contain the following data:

- Opening and maturity date of the Mortgage Loan, initial amount thereof and form of settlement; and
 - Registry details of the mortgage.
- (v) Given the nature of qualified investor of the Fund and the subscription by the latter of the MTCs, for the purposes of article 29.1 of Royal Decree 716/2009, the issuance of the MTCs will not be subject to a marginal notation in each recording of the mortgage pertaining to each of the Mortgage Loans at the Land Registry.

c) Upward variations of the Credit Lines

The assignment to the Fund of upward variations, relative to the increase on initially-drawn balances (at the time of their assignment to the Fund) from the Credit Lines will be carried out in accordance with section 3.4.3.b below. To this regard, these variations will be transferred daily to the Fund by means of the corresponding adjustment to the Liquidity Facility, so that any balances actually drawn from the Credit Lines at any given time are assigned to the Fund. For these purposes, a public document will be executed monthly for delivery to the CNMV, which will include the information with respect to any upward variations that the Credit Lines may have experienced during the month underway.

3.3.2. Terms and conditions governing the transfer of the Assets.

The Assets will be transferred to the Fund under the following conditions:

- (i) The transfer of the Assets shall comprise the entire Outstanding Balance of the Assets, as well as all ordinary and default interest accruing from the Incorporation Date of the Fund.

This will likewise include any Overlimits on the Credit Lines that take place as of the Incorporation Date on the maximum amount available on each Credit Line with a limit equal to five percent (5%). Notwithstanding the foregoing, in the case of Credit Lines in which Overlimits exceed the aforementioned five percent (5%) and providing that these are not Default Assets (in other words, Assets that at a given date are in default for a period greater than ninety (90) days and are not considered as Non-Performing Assets), Santander will be obligated to repurchase the Asset and reimburse the Fund for the Outstanding Balance thereof, together with any corresponding interest that has accrued and has not been settled relative to such Assets by deposit in the Cash Account or Interest Account, as the case may be.

- (ii) The transfer to the Fund of the Assets will be full and unconditional and for the entire remaining term through to maturity thereof.
- (iii) The transfer price of the Assets shall be at par, i.e. the Outstanding Balance on the Assets pooled into the Fund on the Incorporation Date.

The transfer price shall be paid in full prior to 15:00 (CET time) on the Disbursement Date, for value that same day. Payment shall be made by order sent by the Manager to Santander instructing the latter to debit the Cash Account open at Santander in the name of the Fund for the purchase price of the Assets.

In the event that the incorporation of the Fund is terminated, thus frustrating the transfer of the Assets pursuant to section 4.4.3 of the Registration Document: (i) the obligation of the Fund to pay the price for the transfer of the Assets will be totally extinguished; and (ii) the Manager will be obliged to re-vest in Santander any rights that may have passed to the Fund due to the transfer of the Assets.

- (iv) The transfer of the Assets will also comprise the creditor rights or credit rights over any in-rem or personal guarantees that may have been posted as collateral for each Asset and any rights attaching thereto, such as rights or indemnities pertaining to the Originator by virtue of any insurance agreements covering any assets that may have been mortgaged as collateral for the Mortgage Loans.
- (v) As stipulated in sections 3.3.2 (ix) and 3.7.1 (11) below, it has been agreed that the Debtors will not be notified of the transfer of the Assets in the cases provided for in those sections, and likewise with Manager deems necessary or appropriate. If said notification is provided, the notice will have effects envisaged in said section.
- (vi) The Originator shall not be liable for the solvency of the Debtors or for the sufficiency of the collateral on the Assets.

The Originator will only be liable for the existence and legitimacy of the Assets at the time of the transfer pursuant to the terms and conditions set forth in the Prospectus, as well as for the legal status under which it effects the assignment and for the representations contained within section 2.2.8 of this Additional Building Block.

- (vii) In the exceptional event that, despite the representations contained in statement 22 of section 2.2.8. of this Additional Building Block, a Debtor should seek to offset its debts with Santander with regard to one of the Assets, Santander will be liable to the

Fund for any damage or loss experienced by the latter as a result of any such Debtor exercising its right to set-off debts, undertaking to pay the Fund an amount equal to that set off by the relevant Debtor, as soon as possible, plus any interest accrued on such amount from and including the date on which the set-off took place through to, but not including, the date on which Santander pays the interest to the Fund, such interest calculated at the rate established in the relevant Asset.

- (viii) Without prejudice to the terms of section 2.2.9 of this Additional Building Block and paragraph (i) of this section 3.3.2, Santander shall not assume any repurchase obligation in respect of the Assets.
- (ix) The transfer of the Assets is subject to the laws of Spain with nationwide application. In accordance prevailing Spanish legislation, the transfer of the Assets to the Fund by the Originator will only be valid if there is no impediment limiting the free transfer of the Assets to the Fund and, if the consent of the Obligor is required, said consent has been effectively obtained.

In accordance with article 1,527 of the Spanish Civil Code, any Obligor who pays its creditor before becoming aware of the transfer will be released from the obligation. For this purpose, the Administrator shall in any case notify (itself or through a notary public) the assignment, when necessary or required in accordance with the terms of the pertinent Asset, to the respective Obligors, within a period of twenty (20) Business Days following the execution of the Deed of Incorporation, or at any subsequent time and, in any case, in the event of insolvency of the Administrator. Once the transfer has been notified to the Obligors, they will only be discharged from their obligations through payment to the Fund. In accordance with article 1,198 of the Spanish Civil Code, an Obligor who has consented to the assignment may not enforce against the Fund the set-off right off to which it would have been entitled vis-à-vis the Originator.

Furthermore, in the event of insolvency, settlement, replacement or in case of intervention by the Bank of Spain of the Administrator or if the Originator is undergoing a resolution process in the terms of Law 11/2015, the Manager shall instruct the Administrator to notify all the Debtors (and, where applicable, third party guarantors and insurance companies) of the transfer to the Fund of all the outstanding Assets pending payment, and to inform them that payments deriving from such Assets will only release them from their payment obligations if made into the Cash Account or Interest Account, as the case may be, open in the name of the Fund. Furthermore, at any time the Manager deems reasonably justified, it may require the Administrator to carry out this notification, who must do so within fifteen (15) Business Days.

However, if the Administrator fails to notify the Debtors provided for in the above paragraphs and, where applicable, the third-party guarantors and insurance companies within fifteen (15) Business Days following receipt of the request, or in the event that the Administrator becomes insolvent or enters into settlement, the Manager shall, either directly or through a new Administrator appointed by the Manager, carry out the notification to the Debtors and, where applicable, to the third-party guarantors and insurance companies

As described above, the Manager shall instruct the Administrator to carry out any such acts and fulfill any such formalities as may be required, including notifications to third parties and recordings in the relevant accounts, so as to ensure the maximum effectiveness of the transfer of the Assets and the accessory guarantees against third parties.

The Originator shall also unconditionally and irrevocably vest in the Manager the broadest powers required by law so that the Manager may, on behalf of the Fund, notify the transfer to the Debtors whenever it deems this appropriate.

The Originator will bear the expenses incurred from notifying the Debtors, even when the notification is carried out by the Manager.

To the extent that the Debtors have expressly accepted the assignment of Credit Rights under the agreements, and that the notification is not a legal requirement for the legitimate assignment thereof, Banco Santander does not notify the Debtors about the assignment.

3.3.3. Description of the rights which, in favor of their holder, are conferred by the Assets on the Loans and Credit Lines backing them.

The Fund, as holder of the Assets, shall hold the rights recognized to the assignee in article 1,528 of the Spanish Civil Code.

Specifically, the Assets confer the following rights:

- a) all amounts accruing due to repayment of capital or principal of the Assets;
- b) all amounts accruing due to ordinary interest on the Assets;
- c) all amounts accruing due to default interest on the Assets;
- d) any quantities accrued for the Overlimits corresponding to the Assets derived from the Quantities Drawn on the Credit Lines with a limit equal to five percent (5.00%) of the maximum limit available on each Credit Line.
- e) any amounts or assets received from judicial or notary enforcement of the guarantees or, in the case of the Mortgage Loans, from judicial or notary foreclosure of the mortgage, from the disposal or exploitation of the properties awarded to the Fund due to foreclosure of the mortgage charges, or due to interim administration and possession of the property (in process of being foreclosed) up to the amount of the sums owed by the respective Obligor; and the right to acquire the property in question at the auction price or at the price determined by court ruling. The Manager, on behalf of the Fund, shall be obliged to return, if applicable, any excess to the Debtor, and shall under no circumstances require the Debtor to pay an amount greater than its corresponding debt; and
- f) all possible rights or compensation to which Santander may be entitled, including not only those deriving from any insurance contracts that are subject to transfer from Santander to the Fund, but also those deriving from any rights attaching to the Assets.

The assignment of the Assets shall embrace the entire principal, plus ordinary and default interest and the other outstanding amounts described above from the Incorporation Date of the Fund. Fees and commissions payable on the transferred Assets will not be transferred to the Fund.

The rights of the Fund resulting from the Assets are tied to the payments made by the Obligors under the Loans and Credit Lines and, therefore, are directly affected by the evolution, delays, advance payment or any other incident relating thereto.

In any case, the Originator shall pay to the Fund those amounts effectively received from the Debtors as principal, interests or any other Asset-related heading, without having to forward any amounts to the Fund that have not been actually collected.

3.4 Explanation of the flow of funds, including:

3.4.1 How the cash flow from the Assets will meet the issuer's obligations with the holders of the securities.

The amounts received by the Fund and deriving from the Assets shall be paid by the Administrator into the Cash Account or Interest Account, as the case may be, and in all cases within the forty-eight (48) hours following the day on which they are received.

Notwithstanding the foregoing, for any quantities that correspond to the Fund and arise from any upward or downward variations in the balance pending payment of the Credit Lines, the procedure described in section 3.4.3.b below will be followed.

3.4.2 Information on any credit enhancements.

3.4.2.1 Description of credit enhancements.

The Fund structure envisages the following credit enhancement operations:

a) *Reserve fund*

Incorporated using funds from Series C, the Reserve Fund will allow for Fund payments in accordance with the Order of Priority of Payments or, where applicable, in accordance with the Order of Priority of Payments for Settlement both envisaged in sections 3.4.6 (d) and (d) below.

b) *Guaranteed Rate Reinvestment Agreements*

The Cash Account and Interest Account are remunerated at set rates, thus guaranteeing a minimum return on the balance of the Cash Account and Interest Account, respectively.

c) *Subordination of the Bond Series*

Subordination and postponement in the payment of interest and repayment of principal between the Bonds from the different Series.

3.4.2.2 The Reserve Fund.

The Reserve Fund will initially be endowed against the funds obtained from the subscription and disbursement of the Series C Bonds by Santander on the Disbursement Date.

(i) *Required Level:*

a) The Reserve Fund will be endowed with ONE HUNDRED FORTY MILLION EUROS (€140,000,000), equivalent to FIVE percent (20%) of the initial amount of the Series A and Series B Bonds on the Disbursement Date.

b) Later, on each Payment Date, the Reserve Fund will, where applicable, be endowed with Liquid Funds in accordance with the Order of Priority of Payments until the balance of the Fund reaches a level equal (the "**Required Level of the Reserve Fund**") to the smaller of the following amounts:

(i) ONE HUNDRED FORTY MILLION EUROS (€140,000,000) i.e. the initial amount of the Reserve Fund; and

(ii) The greater of the following amounts:

(1) 10.00% of the Outstanding Principal on the Series A and Series B Bonds on the previous Calculation Date; and

(2) 2.50% of the Outstanding Principal on the Series A and Series B Bonds on the Disbursement Date.

Notwithstanding the above, the Required Level of the Reserve Fund will not be reduced on the corresponding Payment Date and will remain at the Required Level of the Reserve Fund as at the previous Payment Date when any of the following circumstances arise:

- (i) if on the previous Payment Date the balance of the Reserve Fund did not meet the Required Level of the Reserve Fund; or
- (ii) if, on the Calculation Date immediately preceding the corresponding Payment Date, the Outstanding Balance of the Assets in Default exceeds 2.50% of the Outstanding Balance on said Payment Date of all the Assets that are not classified as Non-Performing Assets;
- (iii) insofar as two (2) years have not elapsed from the Incorporation Date of the Fund.

(ii) Use:

The Reserve Fund shall be applied, on each Payment Date, towards performance of the payment obligations contained in the Order of Priority of Payments set forth in section 3.4.6.(b) below, or, where applicable, in the Order of Priority of Payments for Settlement provided in section 3.4.6 (d) below.

(iii) Yield:

The amount of the Reserve Fund will be paid into the Interest Account at the Disbursement Date, and will be the subject to the Guaranteed Rate Reinvestment Agreement to be signed with Santander in accordance with section 3.4.4. of this Additional Building Block.

3.4.3 Details of any subordinated debt finance.

a) Subordinated Loan Agreement.

The Manager, acting for and on behalf of the Fund, shall enter into with Santander the commercial Subordinated Loan Agreement for the total sum of SEVEN HUNDRED THOUSAND EUROS (€700,000), which shall be used to finance the Fund's incorporation expenses and the Bond issue and, where applicable, to finance part of the cost of acquiring the Assets.

The amount of the Subordinated Loan shall be disbursed into the Interest Account on the Disbursement Date.

The loan will accrue an annual nominal interest rate, determined quarterly for each Interest Accrual Period, which shall be the greater of zero per cent (0.00%) and the sum of: (i) the Benchmark Interest Rate determined for the Bonds, and (ii) a spread of zero point six five per cent (0.65%).

The interest accrued by the Subordinated Loan shall be paid only if the Fund has sufficient Liquid Funds in accordance with the Order of Priority of Payments envisaged in section 3.4.6 (b) of this Additional Building Block or, where applicable, with the Order of Priority of Payments for Settlement provided in section 3.4.6 (d) of this Additional Building Block. Accrued interest, which must be paid on a specific Payment Date, will be calculated by taking as a base: (i) the actual days existing in each Interest Accrual Period, and (ii) a year containing three hundred and sixty (360) days.

Interests accrued and not paid on a Payment Date shall accumulate, accruing interest at the same rate as the nominal interest on the Subordinated Loan, and shall be paid,

provided that the Fund has sufficient Liquid Funds and in accordance with the Order of Priority of Payments contemplated under section 3.4.6.(b) of this Additional Building Block, on the immediately following Payment Date or, where applicable, on the date that the application of the Order of Priority of Payments for Settlement provided in section 3.4.6.(d) of this Additional Building Block takes place.

The Subordinated Loan will be repaid quarterly on a straight line basis during the first three (3) years running from the incorporation of the Fund and the Bond issue, save for the excess of Funds earmarked to cover the costs of incorporating the Fund and issuing the Bonds, which will be repaid early within the first four Payment Dates, all the foregoing provided that the Fund has sufficient Liquid Funds in accordance with the Order of Priority of Payments envisaged in section 3.4.6. (d) of this Additional Building Block.

This loan, due to its subordinated nature, will be junior in ranking with respect to the other creditors of the Fund under the terms provided for in section 3.4.6. (b) of this Additional Building Block, or, where applicable, the Order of Priority of Payments for Settlement provided in section 3.4.6. (b) of this Additional Building Block, including the Bondholders.

If, before the Subscription Period, the Rating Agencies do not confirm as definitive any of the provisional ratings assigned, this circumstance will lead to the termination of the Subordinated Loan Agreement, except for in relation to the initial cost of incorporating the Fund and issuing the Bonds.

b) Liquidity Facility

Purpose and variations to the Credit Lines

The Manager, in the name and on behalf of the Fund, will execute with the Originator, simultaneously upon the execution of the Deed of Incorporation, a commercial liquidity facility agreement associated with the Cash Account (the “**Liquidity Facility**”) so that any variations, upward as well as downward, occurring in the Credit Lines, as well as the repayments of the Loans and the Credit Lines, are transferred daily to the Fund by means of the corresponding adjustment in the Liquidity Facility.

Any possible upward variations of the Credit Lines will be offset daily with possible downward variations of other Credit Lines, as well as with any amounts from the Assets (credit rights derived from the Loans and from the Quantities Drawn on the Credit Lines) as repayment of principal. The Liquidity Facility may then have a debit balance (against the Fund) only upward drawdowns made occasionally on a given day cannot be covered with the amounts deposited in the Cash Account and which come from downward variations and/or repayments of the rest of the Credit Lines and/or repayments of principal on the Loans.

As a conclusion, the Liquidity Facility shall not be considered as a tool for the credit’s improvement, but the tool by virtue of which the upward variations of the Credit Lines which could not be afforded with the Cash Account balance are assigned to the Fund.

Maximum balance of the Liquidity Facility

The Fund will have, throughout its lifetime, a Liquidity Facility in an amount less than 5% of the Balance of Principal Pending Payment of the Series A Bonds.

If at any time the Originator guarantees the Fund with liquidity in an amount equal to or greater than the aforementioned 5%, the Manager shall proceed with the early settlement of the Fund as provided in section 4.4.3. of the Registration Document. As

of that moment and until the Early Settlement Date the Maximum Amount of the Liquidity Facility that may be drawn will be equal to the difference between 105% of the maximum of the Credit Lines and the amount drawn at that time.

Return

When the difference between (i) the amounts drawn and pending payment against the Credit Lines and (ii) the initial amounts drawn and pending payment (at the time of their assignment to the Fund) of the outstanding Credit Lines assigned to the Fund plus the amounts of principal repaid on the Loans, where appropriate, and deposited in the Cash Account, and the value on that same date is positive, the Liquidity Facility will have a debit balance (against the Fund). In this case, the aforementioned debit balance (against the Fund) will accrue interest daily and will be calculated and settled quarterly on each Payment Date in accordance with the Order of Priority of Payments established in section 3.4.6.(b) below or, where appropriate, the Order of Priority of Payments established in section 3.4.6.(d) below, at an interest rate equal to the higher of zero per cent (0.00%) and the three (3) month Euribor plus a margin of 0.25%, on the basis of the days that have actually elapsed during which the Cash Account has a debit balance (against the Fund) and a 365-day year.

On the other hand, if the difference between (i) and (ii) above is negative, the Liquidity Facility will have a credit balance (in favor of the Fund) and the credit balance shall accrue to the Fund at the Interest Rate described in section 3.4.4.1 below (Cash Account), i.e. the higher of zero per cent (0.00%) and the Reference Interest Rate of the Bonds (three (3)-month EURIBOR).

Information to be sent to the CNMV

On a monthly basis the Manager will send information to the CNMV relative to the increase to the balances initially drawn (at the time of their assignment to the Fund) on the Credit Lines by means of the corresponding public deed that will include any information furnished to it by the Originator with respect to any upward variations that may have taken place to the Credit Lines in the month underway as well as those that comply with the representations contained in section 2.2.8.b) of this Additional Building Bloc, in the terms described in section 3.1 above, for their verification in accordance with the requirements of Article 17 of Law 5/2015.

Payment of the Assets derived from Credit Lines

The Assets derived from the Quantities Drawn on the Credit Lines that reach maturity are repaid in their entirety.

Interest accrued and repayment of the principal of the Liquidity Facility

All quantities that should be paid to the Originator as interest accrued by the Liquidity Facility will be paid on each Payment Date, in all case subject to the Order of Priority of Payments established in section 3.4.6.(b) below, or where applicable, to the Order of Priority of Payments established in section 3.4.6.(d) below.

On the other hand, the entirety of any quantities that should be paid to the Originator as repayment of the principal, by the Liquidity Facility, will be paid by means of the corresponding adjustments in the Liquidity Facility in accordance with the adjustment procedure described in section 3.4.3.b herein.

Special interrelation of the Liquidity Facility and the Cash Account. Duration and cancellation of the Liquidity Facility

As a result of the interrelation between the existence of the Liquidity Facility, the assignment of the Assets derived from the Quantities Drawn on the Credit Lines and the opening of the Cash Account, the Liquidity Facility will be cancelled as soon as all Credit Lines whose amounts drawn have been assigned to the Fund have been repaid in their entirety.

Once the Liquidity Facility has been cancelled (i) the Cash Account will be cancelled, transferring any balances deposited therein at that time to the Interest Account, and (ii) all collections and payments as of that moment during the life of the issue of the Bonds will be centralized in the Interest Account.

Actions in the event of a downgrading of the credit rating of Santander

If the non-subordinated and non-secured debt of Santander should experience, at any time during the life of the Bonds, a downgrading of its rating below Baa3 or P-2 for its long and short-term risk, respectively, in the case of Moody's or, in accordance with the Rating of DBRS, the long-term credit risk of Santander were to be downgraded to a rating less than BBB or such rating was withdrawn, Santander should establish a deposit within a period of thirty (30) calendar days in an amount equal to the difference between 105% of the maximum of the Credit Lines and the amount drawn at that same time in an entity with a minimum rating of Baa3 or P-3 for its long and short-term risk, respectively, in the case of Moody's, and in accordance with the long-term Rating of DBRS of at least BBB (without such rating being "Under Review (Negative)"), with the Manager making drawdowns against that deposit solely when the Cash Account has a debit balance (against the Fund), so that any upward variations of the Credit Lines are transferred to the Fund as envisaged in section 3.4.3.(b) herein.

Furthermore, on the other hand, if the non-subordinated and non-secured debt of Santander, as depositary of the Cash Account should experience, at any time during the life of the Bonds, a downgrading of its rating below Baa3 or P.3 for its long and short-term risk, respectively, in the case of Moody's or, in accordance with the Rating of DBRS, the long-term credit risk of the depositary of the Cash Account were to be downgraded below BBB or such rating was withdrawn, the Manager should carry out the actions established in section 3.4.4.3 below.

3.4.4 Indication of any investment parameters for investing temporary excess liquidity and description of the parties responsible for such investment.

3.4.4.1. Cash Account

Insofar as the Cash Account is directly related to the existence of Credit Lines, the Manager, acting for and on behalf of the Fund, and the Originator, at the same time the Deed of Incorporation is signed, shall enter into the Guaranteed Rate Reinvestment Agreement (Cash Account), whereby the Originator shall guarantee certain returns on the amounts deposited by the Fund, through its Manager, into the Cash Account. Specifically, the Guaranteed Rate Reinvestment Agreement (Cash Account) will state that the amounts received by the Fund as:

- (i) principal on the Assets, including Loan repayments and downward variations of the Credit Lines, insofar as the Credit Lines have not been integrally and totally repaid; and
- (ii) amounts of the returns obtained on the balance of the Cash Account.

- (iii) the quantities received for the issue of the Series A and B Bonds shall be deposited into the Cash Account.

The Fund, represented by the Manager, against the Cash Account, will acquire the Assets assigned by the Originator at their initial amount.

Given the operation of the Liquidity Facility the balance of the Cash Account may have a credit balance (in favor of the Fund) or a debit balance (against the Fund) (up to the Limit of the Liquidity Facility) in accordance with the provisions of section 3.4.3.b) of this Additional Building Block.

In the event of a credit balance (in favor of the Fund), any quantities deposited in the Cash Account will accrue interest daily and will be calculated and settled monthly on the 5th of each month, with the first date of settlement taking place on January 5, 2016 at the higher of zero per cent (0.00%) and the Benchmark Interest Rate for the Bonds (three (3) month Euribor) in force at the start of each month on the basis of the days that have actually elapsed during which the Cash Account has a credit balance (in favor of the Fund) and a 365-day year.

In the event of a debit balance (against the Fund), these quantities will accrue interest daily, and will be calculated and settled quarterly on each Payment Date in accordance with the Order of Priority of Payments established in section 3.4.6.(b) below or in the Order of Priority of Payments established in section 3.4.6.(d) below, at an interest rate equal to the higher of zero per cent (0.00%) and three (3) month Euribor plus a margin of 0.25%, on the basis of the days that have actually elapsed during which the Cash Account has a debit balance (against the Fund) and a 365-day year.

On each Calculation Date, the amount of the Cash Account (with the exception of downward variations) will be transferred to the Interest Account.

3.4.4.2 Interest Account

In addition the Manager, in the name and on behalf of the Fund, and the Originator, simultaneously upon the execution of the Deed of Incorporation, will execute an Interest Account Agreement by virtue of which the Originator will guarantee a return on the quantities deposited by the Fund via the Manager in the Interest Account. Specifically, the Interest Account Agreement will determine that the quantities received by the Fund as:

- interest on Assets;
- quantities to which the return amounts as obtained from the balance of the Interest Account;
- the Subordinated Loan;
- any other quantities derived from the Assets, other than the principal;
- the quantities constituting the Reserve Fund at any given time;
- if the Credit Lines have been integrally and fully repaid, the principal of the Assets will be deposited in the Interest Account.

On the Disbursement Date, the Interest Account will receive the initial amount of the Subordinated Loan with which to cover the costs of incorporation and the disbursement of Series C which will be used to provide the Reserve Fund.

The Interest Account on each Calculation Date will receive the amount from the Cash Account, with the exception of downward variations.

The amount of the Interest Account, with the exception of interest settled to the Fund between the Calculation Date and the Payment Date, will be transferred in its entirety on each Payment

Date to the Cash Account, where appropriate, so that it may be deemed as Liquid Funds on the Payment Dates.

The quantities deposited accrue interest daily, and will be calculated and settled monthly on the 5th of each month, with the first settlement date being January 5, 2016, at the higher of between zero percent (0.00%) and the Benchmark Interest Rate for Bonds (three (3) month Euribor) in force at the start of each month on the basis of the days that have actually elapsed and a 365-day year.

By means of the Interest Account the amounts deposited therein will be isolated so that they may not be drawn to cover any possible upward drawdowns on the Credit Lines.

Relationship between the Cash Account, Interest Account, Liquidity Facility and interest on Assets (Credit Lines).

The settlement of interest of the Credit Lines occurs against the Credit Lines themselves causing, together with the additional drawdowns at any time if any, an increase thereof. This amount will be transferred by the Originator to the Interest Account and at the same time this amount will be made available in the Cash Account by the Fund to meet the increase in the Credit Lines. The situation may arise, as described in section 3.4.4.1 above, where the income described in paragraph (i) of this section is less than the upward variation described in this case, which will cause the Fund to have a Liquidity Facility. Otherwise it will not be necessary to have the Liquidity Facility since the upward variations will be compensated by the income described in paragraph (i) above.

3.4.4.3. Joint drawdowns

In accordance with the foregoing, all collections and payments will be centralized in the Cash Account and Interest Account throughout the life of the issue of the Bonds unless the cancellation of the Liquidity Facility takes place in the terms of section 3.4.3.b) above, in which case only the Interest Account will be maintained, (ii) transferring any balances deposited in the Cash Account at that time to it, and (ii) centralizing all collections and payments to be made as of that moment therein.

Banco Santander will carry out no withholdings when settling interest on the Cash Account or Interest Account as established in section 61, paragraph k of Royal Decree 634/2015. In the event that any party were to carry out undue withholdings, Santander agrees to pay to the Fund the same amounts to which the Fund would have been entitled had the withholdings not been made.

The Liquidity Facility shall not be considered as a tool for the credit's improvement, but the tool by virtue of which the upward variations of the Credit Lines which could not be afforded with the Cash Account balance are assigned to the Fund.

Downgrade in credit rating

Criteria of Moody's Investors Service España, S.A.:

If the non-subordinated and non-guaranteed debt of the counterpart entity of the Cash and/or Interest Account experiences, at any time during the life of the Bonds, a downgrade in its rating below Baa3 or P-3 for its long and short-term risk, respectively, in the case of Moody's, or another equivalent one recognized expressly by Moody's, the Manager must, within a maximum period of thirty (30) Business Days of the day this situation arises, adopt one of the options described below which allows an appropriate level of guarantee to be maintained with respect to the commitments deriving from the Guaranteed Rate Reinvestment Agreements:

- a).- obtain from a credit entity with a minimum credit rating for its non-subordinated and non-guaranteed long and short-term debt, respectively, in the case of Moody's and

without this adversely affecting the rating granted to the Bonds by the Rating Agencies, an unconditional and irrevocable guarantee on first demand securing, at the simple request of the Manager, the timely compliance by the Account holder of its obligation to repay the amounts deposited in the Cash Account or Interest Account for the duration of the loss of Baa3 or P-3 rating in the case of Moody's;

- b).- transfer the Cash and our Interest Account to an entity whose non-subordinated and non-guaranteed debt has a minimum rating of Baa3 or P-3 for its long and short-term risk, respectively, in the case of Moody's and to arrange the highest possible return on their balances, which may be different from the one arranged by the holder of the Account by virtue of such agreement.

Criteria of DBRS Ratings Limited:

In the event that the long-term credit rating awarded by DBRS of the counterpart entity of the Cash or Interest Account, as the case may be, is downgraded to below BBB at any time during the life of the Bonds, or if this rating is otherwise withdrawn, the Manager must carry out, after consulting the Rating Agencies and within no more than thirty (30) Calendar Days from the time this situation arises, one of the measures described below so as to maintain an adequate level of guarantee in respect of the commitments and duties set forth in the respective agreement and provided the rating given to the bonds issued by the Fund is not adversely affected:

- i) obtain, from an institution with a long-term DBRS rating equal to or higher than BBB without such rating being "Under Review (Negative)", and without this adversely affecting the rating assigned to the Bonds by DBRS, an unconditional and irrevocable surety enforceable on first request and guaranteeing the Fund, upon a simple request from the Manager, timely repayment by the holder of the Cash Account or Interest Account, as the case may be, of the amounts deposited in said account, for the duration of the loss of the long-term BBB rating by the counterpart of the Cash or Interest Account, as the case may be.
- ii) transfer the Cash and Interest Account to an entity with a DBRS long-term rating equal to or higher than BBB (without such rating being "Under Review (Negative)"), and arrange the highest possible returns for the balances held therein, which may be different from that agreed with the Holder of the Cash or Interest Account, as the case may be.

In the event that the DBRS rating of the counterpart of the Cash or Interest Account should once again reach BBB (without such rating being "Under Review (Negative)") in the long-term, and if situation (ii) above arises, the Manager shall once again transfer the balances to the new counterpart of the Cash or Interest Account under the Guaranteed Rate Reinvestment Agreement (Cash Account) and the Guaranteed Rate Reinvestment Agreement (Interest Account) respectively. In the event of having opted for option (i) above, this will not be necessary.

Criteria of Scope Ratings A.G.

If the rating assigned by Scope to the holder of the Cash and/or Interest Account experiences, at any time during the life of the Bonds, a downgrade in its rating below BBB for its long-term risk in the case of Scope Ratings or is not rated, the Manager must, within a maximum period of thirty (30) Business Days of the day this situation arises, adopt one of the options described below which allows an appropriate level of guarantee to be maintained with respect to the commitments deriving from the Guaranteed Rate Reinvestment Agreements:

- a) Obtain from a credit entity with a minimum credit rating of BBB for its non-subordinated and non-guaranteed long -term debt in the case of Scope Ratings and without this adversely affecting the rating granted to the Bonds by the Rating Agencies, an unconditional and irrevocable guarantee on first demand securing, at the simple request of the Manager, the timely compliance by the Account holder of its obligation to repay the amounts deposited in the Cash Account or Interest Account for the duration of the loss of BBB rating in the case of Scope Ratings.
- b) Transfer the Cash and/or Interest Account to an entity whose non-subordinated and non-guaranteed debt has a minimum rating of BBB for its long-term risk, in the case of Scope Ratings and to arrange the highest possible return on their balances, which may be different from the one arranged with the holder of the Account by virtue of such agreement.

Common downgrade provisions applicable to DBRS, Moody's and Scope

All costs, expenses and taxes incurred from carrying out and formalizing the preceding options will be met by the holder of the accounts or, where appropriate, the replacement holder.

Banco Santander, as of the moment of the downgrade in its credit rating, undertakes to bring this to the knowledge of the Manager and to take reasonable commercial efforts to ensure that the Manager is able to adopt any of the foregoing options.

Banco Santander expressly and irrevocably waives any offset right against the Fund to which it might otherwise be entitled by virtue of any agreement it maintains with the Fund.

3.4.5 Method for receiving payments in respect of the Assets.

As collection manager, Santander shall receive, on behalf of the Fund, any such sums of money as may be paid by the Debtors and deriving from the Assets, both for principal and interest, as well as any other concept transferred to the Fund and proceed to immediately deposit all amounts pertaining to the Fund into the Cash or Interest Account, as the case may be and, in any case, within the maximum term of forty-eight (48) hours.

Notwithstanding the foregoing, the procedure described in section 3.4.3.b above will be followed with respect to any quantities that correspond to the Fund and arise from any upward or downward variations in the balance pending repayment of the Credit Lines.

Powers of the owner of the Assets in the event the Debtors or the Administrator breach their obligations.

The Originator, as Administrator of the Assets, will apply the same diligence and follow the same procedure for claiming unpaid amounts as it applies to other loans in its portfolio and, in particular, institute the appropriate legal proceedings if previous internal attempts at seeking satisfactory payment on behalf of the Fund within the established timeframes prove unsuccessful. The Originator shall, in all cases, resort to legal proceedings if the Manager, as representative of the Fund, and following an analysis of the specific circumstances of the case, deems appropriate.

In addition, the Administrator is obliged to inform the Manager each quarter, as representative of the Fund, of defaults and early repayments and of any sporadic demands for payment, official notice served on the debtors, legal action and any other circumstances that may affect the Assets. In addition, the Administrator will provide the Manager with all information required by the latter in relation to said Assets and, in particular, the precise documentation required for the Manager to initiate legal action, where applicable.

a) Action against the Debtors of the Assets.

The Fund, as owner of the Assets, shall have all the legal causes of actions inherent to ownership of the Assets pursuant to applicable law. Said action must be exercised in accordance with applicable court procedure pursuant to the provisions of articles 517 *et seq* of the Spanish Civil Procedure Law (*Ley de Enjuiciamiento Civil*). Since the Credit Lines are documented in a policy executed by a notary, any recovery actions relative to the amounts drawn on the Credit Lines, as well as any Overlimits that may have been generated therein as a result of interest capitalization may be processed by enforcement procedure. To the contrary, all Overlimits of the Credit Lines that are not caused by interest capitalization but are instead caused by additional drawdowns of the Debtors, should be processed by declaratory procedure.

For the above purposes, the Management Company shall, in tandem with the signing of the Deed of Incorporation, execute a power of attorney as broad and sufficient as required by law in favor of the Administrator so that the latter, acting through any of its attorneys-in-fact sufficiently empowered for such purpose, may, on behalf of the Manager, demand from the debtors of any of the Assets payment of its debt and initiate court action against the debtors, including all other powers required to discharge its duties as Administrator. These powers may also be granted in a deed other than the Deed of Incorporation or extended if necessary for the performance of said duties.

b) Action against the Administrator.

The Manager, acting on behalf of the Fund, will be entitled to pursue summary proceedings against the Administrator to enforce payment at maturity of the Assets as way of principal and interest and any other monies, insofar as breach of the obligation to pay said sums does not result from non-payment by the Debtors of the Assets and is attributable to the Administrator.

The Administrator will not be responsible for action taken while following instructions received from the Manager.

In addition, in the event that the Originator does not meet the obligations described in section 3.7.1 of this Additional Building Block, the Fund, via the Manager, will in any case be able to pursue declarative action against the Originator for its failure to meet said obligations in respect of the Assets. All of the above is in accordance with the procedures stipulated for said process provided for in the Civil Procedure Law.

Similarly, and under the same circumstances, the Administrator may request that the Administrator carry out any acts and fulfill any formalities necessary, including notification to third parties and entries in the relevant registers, in order to guarantee that the transfer of the Assets and the accessory guarantees are fully enforceable and effective vis-à-vis third parties and shall ensure that everything required for such purposes is performed.

With the Assets extinguished, the Fund, via the Manager, will retain the right to proceed against the Administrator until the latter has met its obligations.

c) Actions in case of non-payment of the Mortgage Loans.

In the event of the foreclosure of a mortgage when the Land Registry contains records in relation to the property encumbered by the mortgage by virtue of which action is taken, of other mortgages that are senior to the one in question but which have been extinguished, the Administrator will adopt all measures permitted by law to ensure that the registry details and the legal reality match. In cases where the relevant

documentation is available, this process will take place in accordance with the provisions of article 40 and Section IV of the Spanish Mortgage Law (*Ley Hipotecaria*) and, in other cases, in accordance with article 209 of the same Law.

The Fund, as the owner of the Assets derived from the Mortgage Loans, shall be entitled to bring all legal actions arising from ownership of said Assets, as per the legislation in force. Said suit shall be brought through summary enforcement proceedings in accordance with the provisions of articles 517 *et seq.* of the Civil Procedure Law (for enforcement procedures).

In the event of non-payment of principal or interest on a Mortgage Transfer Certificate as a consequence of the non-payment by the Debtor of the Mortgage Loan, the Manager, acting on behalf of the Fund, shall have the following powers and authorities as provided for in article 31 of Royal Decree 716/2009:

- (i) compel the Administrator to bring mortgage foreclosure proceedings;
- (ii) appear with equal rights alongside the Administrator, as the issuer of the Mortgage Transfer Certificates, in the foreclosure proceedings brought by the latter against the debtor, appearing for such purpose at any foreclosure procedure brought by the Originator;
- (iii) if the Administrator does not initiate proceedings within sixty (60) calendar days from the formal demand for payment of the debt dispatched through the service of a notary public, the Manager, acting on behalf of the Fund, will also be authorized to seek foreclosure of the mortgage in respect of the Mortgage Loan in the amount corresponding to the percentage of its participation. For such purposes, the Administrator will be required to issue a certificate accrediting the existing balance on the Mortgage Loan;
- (iv) in case of a stay in the procedure brought by the Administrator, the Fund, duly represented by the Manager, as holder of the relevant Mortgage Transfer Certificate, may subrogate the position of the Originator and see the foreclosure proceedings through to completion, with no need for the above-mentioned time period to transpire.

In the cases described in paragraphs (iii) and (iv) above, the Manager, on behalf of the Fund, may request the competent judge to bring or continue the pertinent mortgage foreclosure proceedings, including with the lawsuit the original Mortgage Transfer Certificate with its breakdown, the formal demand served by notary public stated in section (iii) above, and a registry certificate evidencing the filing and continued existence of the mortgage in the case of the Mortgage Transfer Certificates, along with the document confirming the balance being claimed.

If legally required, and for the purposes of articles 581.2 and 686.2 of the Civil Procedure Law and article 236.c of the Mortgage Regulations, the Administrator, in the Deed of Incorporation, shall grant an irrevocable power of attorney as broad and sufficient as is required by Law, so that the Manager, acting on behalf of the Administrator, may seek payment of its debt, via notary, from the obligors under any of the Mortgage Loans.

The Fund, as holder of the Mortgage Transfer Certificates, may also, through the Manager, appear with equal rights alongside the Administrator in the foreclosure proceedings and, in this regard and pursuant to the terms of articles 691 *et seq.* of the Civil Procedure Law, request adjudication of the mortgaged property in payment of its debt.

The Administrator undertakes to attend auctions of real estate or other assets, in the same way as it would in the case of enforcement of mortgage loans not assigned to the Fund, and if applicable, to bid or apply for the granting of the property or asset in favor of the Fund, complying with the instructions received from the Manager.

On the matter of the taking of possession of the properties that have been awarded, Chapter I of Law 1/2013, in the wording given to it by Law 5/2015, establishes the suspension of eviction until four years have elapsed from the taking effect of Law 1/2013 (that is to say, until May 15, 2017) in cases of court or out of court mortgage foreclosure proceedings in which the Fund were to have been awarded the habitual dwelling of persons falling within the definition of special vulnerability and in the economic circumstances foreseen in mentioned Law 1/2013.

In accordance with the Loan Granting Policy described in section 2.2.7 above, the Manager may agree to the surrender of real estate in lieu of payment of Mortgage Loans and/or debt remission, applying the same diligence as that applied in managing the other assets in its portfolio. To this end the Administrator undertakes to provide the Manager with the documentation relating to the surrender of real estate in lieu of payment of the Mortgage Loans and/or debt remission together with proof that it is applying the same diligence as that applied in managing the other assets in its portfolio. Notwithstanding the foregoing, if the amount of the in lieu payment or debt settlement is particularly high, the Administrator shall, prior to its approval, submit to the Manager the documentation and information required for its appraisal. In such cases the Manager may authorize the surrender in lieu of payment and/or settlement of the debt, in the terms proposed by the Administrator, or may indicate instructions that differ from the proposals put forward by the latter, always providing that the management by the Administrator has applied the same diligence as that applied in managing the other assets in its portfolio.

In all these cases, the resulting product of the surrender shall correspond entirely to the Fund.

The Manager, through the Administrator, shall sell the properties awarded as soon as possible in market conditions, and the Administrator shall actively assist in facilitating its disposal, observing the terms of Law 1/2013 and the Code of Good Practice.

In the event that properties or other assets are awarded to the Fund, the Administrator shall continue to manage and administer the Fund until such properties or assets are fully sold, applying for such purpose the same diligence and following the same procedure as that for the other assets in its portfolio. To such end, the Administrator undertakes to follow the instructions received from the Manager on behalf of the Fund. Section 2.2.7.1.2 of the Additional Building Block contains a detailed description of this foreclosure procedure. Notwithstanding the above general rule, the Manager may, if it deems such a move appropriate, sell the awarded properties or assets itself or through third parties within the shortest timeframe possible and at arm's length conditions, with the Administrator actively lending its assistance with the sale.

The Fund shall meet the corresponding costs and provide the funds required to pursue the enforcement proceedings indicated in this section.

3.4.6 Origin and Application of Funds.

- (a) **Origin:** the Liquid Funds calculated at the Calculation Date prior to the Payment Date will be the Interest Account balance and the Cash Account balance (in case the resulting amount is negative, it will be taken as zero) excluding the downward

variations of the Lines of Credit. The Cash Account shall include the amounts perceived by the Fund as principal (including the upward and downward variations of the Lines of Credit) and the return from the Cash Account, and the Interest Account shall include the amounts perceived by the Fund as interests and any other concepts included in the assets, the return from the Interest Account, the Reserve Fund and any other amounts the Fund may receive.

In order to guarantee that on the Payment Date all Available Funds are drawdown, on the Calculation Date, the positive Cash Account balance (except for the downward variations of the Line of Credit) shall be transferred to the Interest Account and, on the Payment Date, the full amount of the Interest Account Balance (except for the interests paid to the Fund between the Calculation Date and the Payment Date) shall be refunded to the Cash Account in order to afford all payments.

(b) Application: the Manager, on behalf of the Fund, shall apply on each Payment Date (insofar as not the Legal Maturity Date, and neither when the Early Settlement of the Fund takes place under the terms of section 4.4.3 (1) of the Registration Document) the Liquid Funds to the following payments and withholdings, in accordance with the Order of Priority of Payments described below:

1. Payment of taxes and ordinary and extraordinary expenses of the Fund, whether or not met by the Manager, and payment of the periodic management fee pertaining to the Manager; in the event that Santander is replaced as Administrator by a new entity that is not part of the consolidated Santander group, payment of an administration fee and in the event that Santander is replaced as Paying Agent by a new entity that is not part of the consolidated Santander group, payment of a paying agency fee.
2. Payment of interest accruing on the Series A Bonds and, where appropriate, payment of the interest on the Liquidity Facility prorated among both.
3. Payment of interest accruing on the Series B Bonds, unless this payment is downgraded to fifth (5th) place in the Order of Priority of Payments as described in section 3.4.6 c) of this Additional Building Block.
4. Withholding of the Amount Accrued for Redemption of the Series A and B Bonds.
5. Payment of interest accruing on Series B Bonds when this payment is downgraded from third (3rd) place in the Order of Priority of Payments in accordance with the terms of the section c) below.
6. Withholding of the amount required to maintain the Reserve Fund at the Required Level from time to time, as described in section 3.4.2.2 of this Additional Building Block
7. Payment of the Ordinary Part of the interest accruing on the Series C Bonds.
8. Withholding of an amount equal to the Amount Accrued for Redemption of Series C.
9. Payment of interest accruing on the Subordinated Loan.
10. Repayment of principal under the Subordinated Loan.
11. Payment of the administration fee provided the replacement does not occur.

12. Payment of the Extraordinary Part of the interest on the Series C Bonds (with this being a variable amount equal to the excess liquidity after paying the concepts stated in numbers 1 to 11 of this Order of Priority of Payments).

The expenses reflected in first place in the above Order of Priority of Payments are broken down into the following:

The following are deemed ordinary expenses:

- expenses incurred from the annual audits of the Fund's financial statements;
- expenses derived from maintaining the ratings of the three (3) Bond Series;
- expenses that could arise from the compulsory verifications, registrations and administrative authorizations;
- expenses relating to redemption of the Bonds;
- expenses related to any notices which, in accordance with the provisions of this Prospectus, must be given to the holders of the outstanding Bonds;
- expenses relating to the accounting and books of the Bonds due to their representation in book-entry form, their admission to trading on the AIAF market and the associated maintenance of this;
- fee of the Manager or the manager that may replace it;
- in general, any other expenses borne by the Manager, and arising out of its duties to represent and manage the Fund.

The following are deemed extraordinary expenses:

- any expenses incurred from presenting and formalizing amendments to the Deed of Incorporation and the agreements, as well as from entering into additional agreements;
- expenses required to execute the Loans and the Credit Lines underlying the Assets;
- the corresponding reserve in order to pay the final termination and settlement costs, whether administrative or relating to taxes or publicity;
- in general, any other extraordinary expenses met by the Fund or the Manager acting on behalf of the Fund.

(c) Exceptional rules on priority of payments to be met by the Fund:

In the event Santander is replaced as Administrator of the Loans by another entity that does not belong to Santander's consolidated group, a fee shall accrue in favor of the new third-party administrator, such fee to move from 11th to 1st place in the Order of Priority of Payments established under section 3.4.6 (b) above.

Payment of interest on the Series B Bonds with respect to the Amount Accrued for Redemption will be moved down to fifth (5th) position in the Order of Priority of Payments when, on the Calculation Date preceding the relevant Payment Date, the accumulated Outstanding Balance of the Non-Performing Assets, excluding the amounts recovered, from the incorporation of the Fund, exceeds five per cent (5%) of the Outstanding Balance of the Assets at the Incorporation Date and provided the Series A Bonds have not been redeemed in full and this is not going to occur on the corresponding Payment Date.

In the event that the Fund, on a Payment Date, is unable to meet total or partial payment of the interests accruing on the Bonds of any of the Series, in accordance with the Order of Priority of Payments established in section 3.4.6 b) above, the amounts not effectively paid to the Bondholders will be added to the interest payable on the same Series at the following Payment Date, and will be paid on the following Payment Date when, according to the Order of Priority of Payments, the Fund has sufficient Liquid Funds for such purpose, and in order of interest maturity if it was not possible to pay all the interest due to insufficient Liquid Funds.

(d) Order of Priority of Payments for Settlement:

The Manager will proceed to liquidate the Fund when such settlement takes place at the Legal Maturity Date or on any date when Early Settlement of the Fund is to take place, pursuant to section 4.4.3 (3) of the Registration Document, by applying the Liquid Funds for Settlement in the following Order of Priority of Payments for Settlement:

1. Payment of the taxes and ordinary and extraordinary expenses of the Fund, whether or not met by the Manager, and payment of the periodic management fee pertaining to the Manager; in the event that Santander is replaced as Administrator by a new entity that does not belong to the consolidated Santander group, payment of an administration fee and, in the event Santander is replaced as Paying Agent, payment of the fee set by the Manager in favor of the replacement agent.
2. Payment of interest accruing on the Series A Bonds and, where appropriate, payment of interest on the Liquidity Facility prorated among both.
3. Repayment of principal on the Series A Bonds and, where appropriate, repayment of the Liquidity Facility by its balance drawn, prorated among both.
4. Payment of interest accruing on the Series B Bonds.
5. Repayment of principal on the Series B Bonds.
6. Payment of the Ordinary Part of the interest accruing on the Series C Bonds.
7. Payment of the Amount Accrued for Redemption of Series C.
8. Payment of interest accruing on the Subordinated Loan.
9. Repayment of principal on the Subordinated Loan.
10. Payment of the administration fee provided the replacement does not occur.
11. Payment of the Extraordinary Part of the interest accruing on the Series B Bonds (this being a variable amount equal to the excess liquidity after paying the concepts mentioned in numbers 1 through 10 of this Order of Priority of Payments for Settlement).

The following will be Liquid Funds for Settlement:

- a) the Liquid Funds; and

- b) the amounts obtained by the Fund from the sale of the remaining Assets and any other assets in the event of Early Settlement of the Fund pursuant to the requirements established in section 4.4.3 (3) of the Registration Document.

3.4.7 Details of other agreements affecting interest and principal payments to the Bondholders.

Not relevant.

3.5 Name, address and significant business activities of the Originator.

The Originator of the Assets is Banco Santander, S.A., with registered office in Santander, at Paseo de Pereda 9-12, 39004, and with its operational headquarters located at Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte (Madrid).

The principal financial activities of Santander are those characteristic of any bank, in accordance with the specific nature of such entities and as established by law. In this regard, the following core activities should be highlighted:

- capture of funds (through demand savings passbooks, current accounts, term savings passbooks, mutual funds, pension plans, insured retirement plans, assignment of assets, issuance of securities, unit linked and annuities, among others);
- financing activities, primarily through personal loans, mortgage loans, credit facility accounts, discounting documents, bank guarantees and leasing, factoring and reverse factoring transactions;
- provision of services, such as credit and debit cards, merchant payment systems, collection services, debit order services, transfers, asset management, currency exchange, etc.;
- The unaudited consolidated information corresponding to September 30, 2014 and 2015, and audited on December 31, 2014 in millions of euros which has been prepared in accordance with International Financial Reporting Standards applicable to Santander under Regulation EC 1606/2002 and Banco de España Circular 6/2008.

Balance (Millions of euros)	9M '15	9M '14	Absolut	%	2014
Total assets	1,320,427	1,241,104	79,324	6.4	1,266,296
Customer loans (net)	777,020	721,988	55,031	7.6	743,711
Customer deposits	669,236	646,331	22,906	3.5	647,628
Managed customer funds	1,045,513	1,020,433	25,080	2.5	1,023,437
Shareholders' funds	88,320	77,325	10,995	14.2	80,806
Total managed funds	1,479,841	1,402,277	77,564	5.5	1,428,083

Profit/Loss* (Millions of euros)

Net interest income	24,302	21,834	2,468	11.3	29,548
Gross income	34,378	31,572	2,806	8.9	42,612
Pre-provision income (net margin)	18,229	16,705	1,480	8.8	22,574
Profit/loss before tax	8,766	7,140	1,627	22.8	9,720
Profit/loss attributable to the group	5,106	4,361	745	17.1	5,816

Variations without exchange rate: Net interests income: +8.5%; Gross income: +6.5%; Pre-provisions income: +6.4%; Profit/Loss attributable: 11.8%

EPS. Returns and Efficiency* (%)

Earnings per share (euro) ⁽¹⁾	0.349		(0.018)	(4.9)	0.479
RoE ⁽²⁾	7.5				7.0
RoTE ⁽²⁾	11.4				11.0
ROA	0.6				0.6
RoRWA	1.3				1.3
Efficiency (with amortization)	47.0				47.0

Solvency and Delinquency (%)

CET1 fully loaded ⁽²⁾	9.85				9.65
CET1 phase-in ⁽²⁾	12.39	11.44			12.23
Delinquency rate	4.50	5.28			5.19
Delinquency coverage	71.1	67.5			67.2

(*) – 9M'15 does not include attributed profit of €835 million of net income from the reversal of tax liabilities in Brazil.

(1).- RoE : Profit attributable to Group including the cost of AT1 issue recorded against net assets / Average number of shares for the period less treasury shares

(2).- For 2014 proforma data including capital increase in January 2015.

Note: The financial information contained herein was approved by the Company's Board of Directors in its session of October 28, 2015, following the favorable report of the audit committee of October 21, 2015.

The mortgage default rate on September 30, 2015 is 6.61%.

3.6 Return on and/or repayment of the securities related to others that are not assets of the issuer.

Not relevant.

3.7 Administrator and duties of the Manager as administrator.

3.7.1 Administrator.

The Manager will carry out for the Fund the functions attributed to it under Law 5/2015, in particular, in accordance with article 26.1 b) of the Law, it will administer and manage the Assets pooled in the Fund. In the event that the Manager was declared insolvent, or its authorization was revoked, according to articles 33 and 27, respectively, of Law 5/2015, it shall appoint a new manager to replace it. The replacement shall take place according to section 3.7.3 (iii) of the present Additional Building Block.

According to the above with respect to the administration of the Assets derived from the Non-Mortgage Loans and Credit Lines, the Manager, pursuant to the provisions of article 26.1 b) of Law 5/2015, undertakes to administer and manage these assets. For this purpose, with respect to the administration of the Assets derived from the Non-Mortgage Loans and Credit Lines, the Manager instructs Santander, as the representative of the fund, to perform the custody and administration thereof, whereby the relations between the Fund and Santander shall be regulated by this Prospectus and the Deed of Incorporation. In accordance with the above and under the aforementioned mandate Santander will be the Administrator of the Assets arising from the Non-Mortgage Loans and Credit Lines.

This is without prejudice to the responsibility of the Manager in accordance with article 26.1 b) of Law 5/2015.

With regard to the administration of the Assets arising from Santander Mortgage Loans, in accordance with the provisions of Law 2/1981 and Article 26.3 of Royal Decree 716/2009, Santander undertakes to exercise the custody and administration of the Assets derived from the Mortgage Loans and the deposit of the Mortgage Transfer Certificates. In accordance with the above Santander will be the Administrator of the Assets derived from the Mortgage Loans.

Pursuant to the foregoing, to the extent that Santander is the Administrator of the Assets derived from the Mortgage Loans and, by virtue of the aforementioned mandate, the Administrator of the Assets derived from the Non-Mortgage Loans and Credit Lines will be referred to as the Administrator throughout this Prospectus.

In connection with the foregoing, the Administrator shall accept the mandate received from the Manager and, by virtue of such mandate, agrees as follows:

- (i) to administer and manage the Assets acquired by the Fund in accordance with the system and the standard administration and management procedures established herein;
- (ii) to continue administering the Assets, dedicating the same time and attention and the same level of expertise, care and diligence in the administration thereof as that it would devote and exercise in administering its own loans and, in any case, the Originator shall exercise an adequate level of expertise, care and diligence in providing the services envisaged in this Additional Building Block;
- (iii) to ensure that the procedures it applies now and in the future for administering and managing the Assets are and will continue to be in accordance with applicable laws and rules in force;

- (iv) to obey the instructions given to it by the Manager, with due loyalty; and
- (v) to indemnify the Fund for and damage or loss that may derive from breach of the obligations assumed.

The following sections describe the system and the standard procedures for administration and custody of the Assets and for the deposit of the Mortgage Transfer Certificates.

(1) Duration.

The services shall be rendered by the Administrator until, once all of the Assets have been redeemed, all of the obligations assumed by the Administrator in relation to said Assets have been discharged, this without prejudice to the possible early revocation of its mandate.

In the event of the Administrator being declared insolvent, intervention by the Banco de España, failure by the Administrator to meet its obligations as per this Additional Building Block, a change in the financial position of the Administrator that entails an impairment or risk on the financial structure of the Fund or on the rights and interests of the Bondholders or if the Administrator is undergoing a resolution process in the terms of Law 11/2015, the Manager shall, once it has informed the CNMV, carry out one or more of the following actions, among others within a maximum deadline of thirty (30) days and in accordance with the actions provided for in section 3.4.4.3 above, so as to ensure that the rating given to the Bonds by the Rating Agencies is not compromised:

- (i) require the Administrator to subcontract or delegate to another entity the performance of said obligations, such other entity having, in the judgment of the Manager, sufficient legal capacity and resources, and provided that this does not adversely impact the rating of the Bonds;
- (ii) guarantee through a third entity of a sufficient rating and credit quality all or part of the obligations of the Administrator; or
- (iii) revoke the appointment of the Administrator; in this case, the Manager, acting as head of the administration of the Assets according to Law 5/2015, should first appoint a new administrator of sufficient credit quality prepared to accept the obligations contained in this Additional Building Block. Any additional expenditure or cost derived from such actions will be met by the Administrator and, under no circumstances, by the Fund or the Manager.

If the Administrator is declared insolvent, (iii) will be the only possible course of action.

The Manager shall evaluate the proposals that it receives from the Administrator in relation to the subcontracting, delegation or appointment of the substitute in the performance of its obligations, as well as on the entity that could secure performance of its obligations. In any case, none of those proposals shall be binding on the Manager, which shall be free to reject them if it deems fit.

The Administrator, in turn, may voluntarily resign from carrying the administration and management of the Assets, if possible in accordance with current law in force from time to time, and provided that (i) this is authorized by the Manager; (ii) the Manager has already appointed a new Administrator; and (iii) the Administrator has already indemnified the Fund for any damage and loss caused thereto by the resignation and substitution. In addition, the Administrator shall meet all additional costs and may not, therefore, claim these from the Fund, and (iv) no adverse impact

on the rating of the Bonds takes place. Said change of Administrator must first be communicated to the CNMV.

(2) Liability of the Administrator in keeping custody of and administering the Assets and depositing the Mortgage Transfer Certificates.

The Administrator agrees to keep custody of and administer the Assets and deposit the Mortgage Transfer Certificates with all due diligence, and shall be liable to the Fund, through its Manager, for any damage or loss that may arise from its negligence.

The Originator shall indemnify the Fund, through its Manager, for any damage, loss or expense incurred as a consequence of it breaching its obligations relating to custody and/or administration of the Assets and deposit of the Mortgage Transfer Certificates.

(3) Liability of the Administrator in collection management.

The Administrator agrees to manage collections on the Assets with all due diligence, and shall be liable to the Fund, through its Manager, for any damage or loss that may derive from its negligence.

The Administrator assumes no liability whatsoever in directly or indirectly guaranteeing the successful completion of the transaction, nor will it grant guarantees or bank guarantees, or subject itself to repurchase agreements in respect of the Assets, with the exception of the provisions governing the replacement of credit rights set forth in section 2.2.9 of this Additional Building Block, paragraph (i) of section 3.3.2 of this Additional Building Block and the terms of section 3.7.1(8) of this Additional Building Block.

In no case shall the Administrator be liable towards third parties (notwithstanding its contractual liability to the Fund) in relation to the obligation of the Manager to administer and manage the Assets derived from Non-Mortgage Loans and Credit Lines under Article 26.1.b) of Law 5/2015.

Neither the holders of Bonds nor any other creditor of the Fund shall be entitled to file claims against the Administrator, and instead it shall be the Fund Manager, as the representative of the Fund, who shall have that right. Notwithstanding the foregoing, with regard to Non-Mortgage Loans and Credit Lines, according to sections 1 b) and 2 of article 26 of Law 5/2015, the Manager shall be liable to the holders of the Bonds and other creditors of the Fund for all damages caused to them from the breach of its obligation to administer and manage Assets arising from Non-Mortgage Loans and Credit Liens pooled in the Fund.

(4) Custody of contracts, deeds, documents and files.

The Administrator shall maintain all deeds, notarized agreements, documents and database records related to the Assets under safe custody and shall not abandon the possession, custody or control thereof without the prior written consent of the Manager, unless a document is requested from the Administrator for the purpose of foreclosing or enforcing an Asset.

The Administrator shall reasonably provide access, at all times, to said deeds, notarized agreements, documents and records to the Manager or to the Fund's auditor, duly authorized by the latter. Furthermore, and if so requested, the Manager shall furnish, within five (5) Business Days following the corresponding request, free of charge, a copy or photocopy of any of such contracts, deeds and documents. The

Administrator shall respond in kind in the case of requests received for information from the Fund's auditor.

The Administrator invariably waives the privileges granted to it by law in its capacity as collection manager of the Fund and custodian of the credit rights and, in particular, those provided by articles 1,730 and 1,780 of the Spanish Civil Code (relating to retention under pledge of property placed on deposit) and 276 of the Spanish Commercial Code (similar guarantee to retention under pledge of property placed on deposit).

(5) Collection management.

As collection manager, the Administrator shall receive, on behalf of the Fund, any such amounts as may be paid by the Debtors and deriving from the Assets, and shall deposit into the Cash Account or Interest Account, as the case may be and depending upon whether it is principal or interest, any amounts pertaining to the Fund immediately and, in any case, within the maximum term of forty-eight (48) hours.

Notwithstanding the foregoing, the procedure described in section 3.4.3.b above will be followed with respect to the quantities that correspond to the Fund and arise from upward or downward variations in the balance pending repayment of the Credit Lines.

Santander shall in no case advance any amount it has not previously received from the Debtors as principal or outstanding installment, interest, prepayment, etc. derived from the Assets.

(6) Reporting.

The Administrator shall report periodically to the Manager on the degree of compliance by the Debtors with the obligations deriving from the Assets, on compliance by the Administrator with its obligation to deposit the amounts received as deriving from the Assets, on the actions carried out in the event of default and sale by auction of any collateral, and on the existence of any hidden defects in the Assets.

The Administrator shall prepare and submit to the Manager such additional information as, in relation to the Loans and Credit Lines or the rights deriving therefrom, may be reasonably requested by the Manager.

The Administrator will provide the Rating Agencies with an update of the same information previously delivered, thus allowing the latter to issue the provisional qualifications of the Bonds. The Originator shall make every effort to provide the Rating Agencies with any additional information deemed necessary.

(7) Subrogation of the Debtors.

The Administrator shall be authorized to allow substitutions in the position of Debtor under the Loans and the Credit Lines, but limited to cases in which the characteristics of the new Debtor are similar to those of the former one, and provided the new Debtor meets the criteria for granting loans and credit described in section 2.2.7 of this Additional Building Block, and that the expenses deriving from this modification are paid in full by the Debtors. The Manager may totally restrict this power of the Administrator when such substitutions could adversely affect the ratings awarded to the Bonds by the Rating Agencies.

In any case, the Administrator shall report any such subrogation made in accordance with the provisions of the above paragraph to the Manager immediately.

In relation to the Mortgage Loans, the Debtor may request subrogation from the Administrator in accordance with the provisions of Law 2/1994. The subrogation of

a new creditor in the Mortgage Loan and the consequent payment of the amount owed will result in the early repayment of the Mortgage Loan and of the relevant Mortgage Transfer Certificate.

(8) Powers and actions in relation to the renegotiation of the Loans and the Credit Lines.

The Administrator has adhered to the Code of Good Practice as laid down in Royal Decree-Law 6/2012, of March 9, on urgent measures for the protection of non-recourse debtors (the "**Royal Decree-Law 6/2012**"). By virtue of the provisions of Article 5(3) of Royal Decree-Law 6/2012 of July 12, 2012 the Official State Gazette published the resolution of 10 July 2012, of the Ministry of Economy and Enterprise Promotion, listing the entities that confirmed their voluntary adherence to the Code of Good Practice for the viable restructuring of debts with mortgage guarantee on main homes, among whom the Administrator is listed.

Additionally, Law 1/2013 of May 14 on measures to strengthen the protection to mortgage borrowers, restructuring debt and social rental (the "**Law 1/2013**"), has amended Royal Decree-Law 6/2012, and foresees in its Transitional Provision Eight that entities must communicate their adherence to the amendments made to the Code of Good Practice by the aforementioned Law 1/2013. In this regard, July 12, 2013, the Official State Gazette published the resolution of July 5, 2013, of the Ministry of Economy and Enterprise Promotion, pursuant to which the Administrator has adhered to the Code of Good Practice in the version provided for in Law 1/2013.

The Manager, given the economic capacity of the debtors located in the exclusion threshold authorizes Administrator so that it applies the measures provided for in the Code of Good Practice to the Mortgage Loans that are in the scope of the aforementioned Code of Good Practice, provided that the requirements set out in Royal Decree-Law 6/2012 are complied with. To this end, the Administrator shall previously notify the Manager of the requests submitted by the Debtors, attaching all the documents received from each Debtor certifying that it falls within the exclusion threshold in accordance with Article 3 of Royal Decree-Law 6/2012, in the wording given to it by Law 5/2015 and the proposal of measures to be adopted in accordance with the mentioned Code of Good Practice.

The Manager authorizes the Administrator on a general basis to carry out renegotiations without its prior consent in accordance with the terms and conditions described below.

The Administrator may not voluntarily cancel the collateral securing the Loans and the Credit Lines for reasons other than the payment thereof, nor otherwise waive or accept settlements in respect of the Loans, abandon a claim on the Assets in whole or in part or extend them, nor in general carry out any act that would lower the ranking, legal effectiveness or economic value of the collateral or of the Assets, without prejudice to its duty to service requests from the Debtors with the same diligence and procedure as if dealing with other loans.

Without prejudice to the foregoing, in accordance with the Loan Granting Policy described in section 2.2.7 above, the Administrator may agree to the surrender of real estate in lieu of payment of Mortgage Loans and/or debt remission, applying the same diligence as that applied in managing the other assets in its portfolio. To this end the Administrator undertakes to provide the Manager with the documentation relating to the surrender of real estate in lieu of payment of the Mortgage Loans and/or debt remission together with proof that it is applying the same diligence as that applied in

managing the other assets in its portfolio. Notwithstanding the foregoing, if the amount of the in lieu payment or debt settlement is particularly high, the Administrator shall, prior to its approval, submit to the Manager the documentation and information required for its appraisal. In such cases the Manager may authorize the surrender in lieu of payment and/or settlement of the debt, in the terms proposed by the Administrator, or may indicate instructions that differ from the proposals put forward by the latter, always providing that the management by the Administrator has applied the same diligence as that applied in managing the other assets in its portfolio.

In all these cases, the resulting product of the surrender shall correspond entirely to the Fund.

Under no circumstances may the Administrator start, on its own initiative, and without a request from the Debtors, interest rate renegotiations that may lead to a decrease in the applicable interest rate or amendments to the Final Maturity Date of a Loan or Credit Line that could result in the extension of the same.

The Manager authorizes the Administrator to proceed with renegotiation of the interest rate applicable to the Loans and Credit Lines insofar as this is requested by the Debtors, subject to the following requirements:

The Administrator shall ensure, when the interest rate is being renegotiated, that the new conditions reflect market interest rates and are no different to the rates the Administrator was applying when renegotiating or awarding its loans or credit lines at floating or fixed interest rates.

This notwithstanding, the Administrator may only novate the Loans or Credit Lines in the following cases:

- If, following the novation process of the applicable interest rate of the loan or credit line referenced to a EURIBOR rate, the spread is equal to or more than the weighted average spread of the Bonds as of the novation date and, at the same time, the weighted average spread of the Loans and Credit Lines subject to floating rates exceeds 2.00%.
- To novate a floating rate to a fixed rate Loan or Credit Line, the weighted average rate of such Loans and Credit Lines will be calculated on the Disbursement Date by applying the difference between this and the weighted average rate of the Bonds. The interest rate resulting from the novation less the weighted average rate of the Bonds at the novation date may not be less than 80% of the aforementioned difference calculated on the Disbursement Date. The maximum Outstanding Balance that may be novated in this particular case over the life of the Fund may not exceed 5% of the Outstanding Balance on the Loans and Credit Lines at the Fund Incorporation Date.

Likewise, the power to renegotiate recognized to the Administrator in this section is subject to the following restrictions:

- a) under no circumstances may the amount of the Loan or Credit Line be increased (except with regard to Overlimits).
- b) the frequency of installment payments may not be amended (except in the event of an extension to the maturity date, subject to the provisions of section (c) below);

- c) the maturity term of an Asset derived from a specific Loan or Credit Line (including those with repayment of principal in a single payment on maturity) may be extended provided that the following requisites are met:
- the amount of the sum of capital or principal assigned to the Fund from the Loans and Credit Lines whose maturity has been extended may not be more than 10% of the initial Outstanding Balance of the Assets on the Incorporation Date;
 - the frequency of interest payments and repayment of principal on the Loan or Credit Line in question must be maintained or increased (i.e. Payment Dates occur more frequently), and the same system of redemption maintained;
 - the new final maturity date or final repayment of the Loan or Credit Line may be no later than the maturity date falling on or prior to October 1, 2055.

In any case, after any renegotiation has taken place in accordance with the provisions of this section, the Administrator shall immediately notify the Manager of the conditions resulting from each renegotiation. Said communication will be issued using the software or computer file provided to update the conditions of the Loans and Credit Lines. Inform about such renegotiations shall be provided to the Rating Agencies upon request.

The Manager, on behalf of the Fund, may, in exceptional circumstances, suspend or modify the renegotiation authorization and requirements granted to the Administrator under this section.

If the Administrator fails to comply with the provisions of this section governing renegotiation of any of the Loans and Credit Lines, the procedure of substitution established in section 2.2.9 of this Additional Building Block of the Securities Note will apply to the asset in question. The Administrator undertakes to compensate the Fund for any damages, loss or expenditure incurred by the same due to the failure of the Administrator to meet the obligations described in this section.

Notwithstanding the foregoing, the fourth additional provision of the Law 22/2003, of July 9, on Bankruptcy is amended. The judge may order the court approval of the refinancing agreement which may have the following effects on the Loans in accordance with the financial liability majority interest approving the refinancing: i) postponement, whether of principal, interest or any other amount owed, for a term of five years or more, but in no case more than ten; (ii) reductions of the amount owed, (iii) conversion of the debt into shares of the debtor company; (iv) conversion of the debt into equity loans for a term of five years or more, but in no case exceeding ten; or (v) the assignment to the creditors of assets or rights towards payment of all or part of the debt.

(9) Fee for provision of services.

As consideration for the custody, administration and management of the Assets and deposit of the physical Mortgage Transfer Certificates, the Administrator will be entitled to receive, in arrears for periods effectively ended and on each Payment Date, a fixed administration fee of SIX THOUSAND EUROS (€6,000) per quarter, including VAT.

If the Administrator is replaced in its administration of said Assets by another entity not belonging to the consolidated group of the Administrator, the replacement entity

will be entitled to receive an administration fee that will rank first (1st) in the Order of Priority of Payments or, where applicable, in the Order of Priority of Payments for Settlement described in sections 3.4.6 (b) and 3.4.6 (d) of the Additional Building Block, respectively (in both cases, the fee is considered an ordinary expense of the Fund).

If the Fund, through its Manager, does not pay on a Payment Date the entire fee because it lacks sufficient liquidity in the Cash Account or Interest Account, as the case may be, in accordance with the Order of Priority of Payments, the amounts not effectively paid shall accumulate, without prejudice to the fee that must be paid on the next Payment Date, and will be paid on this following Payment Date.

On the other hand, the Originator, on each Payment Date, may claim reimbursement of any exceptional expenses incurred in relation to the administration of the Assets, subject to justification thereof to the Manager. Said expenses will include, among others, those incurred from enforcing the guarantees and, where applicable, selling the properties, and shall be paid insofar as the Fund has sufficient liquidity in the Cash Account or the Interest Account, as the case may be, and will rank first (1st) in accordance with the Order of Priority of Payments or, where applicable, the Order of Priority of Payments for Settlement as described in sections 3.4.6 (b) and 3.4.6 (d) of the Additional Building Block, respectively.

(10) Subcontracting

The Administrator may subcontract any of the services that it has undertaken to provide by virtue of the above, save for those that are non-delegable in accordance with applicable law. Under no circumstances may this subcontracting entail any additional cost or expense for the Fund or the Manager and may not: (i) give rise to a decrease in the rating granted by the Rating Agencies. Notwithstanding any subcontracting or delegation, the Administrator shall not be exonerated or released, by virtue of said subcontracting or delegation, from any of the liabilities assumed or legally attributed to or required of it.

(11) Notifications

As set forth in section 3.3.2.(ix), the transfer of the Assets shall be notified to the respective Debtors in the cases referred to therein, and when the Manager deems necessary or appropriate. If such notification is necessary it shall be performed according to and have the consequences provided for in that section.

(12) Rating downgrade

If the DBRS rating for the Administrator is lowered to less than BBB (low) for long-term, or is otherwise withdrawn, the Manager must, within the maximum term of 30 calendar days, carry out any of the following actions: (i) seek an entity with sufficient rating to replace it in its duties as Administrator of the non-Mortgage Loans and Lines of Credit; (ii) seek a back-up administrator; or (iii) post a cash deposit in favor of the Fund for an amount that meets DBRS criteria.

With regard to the administration of the Mortgage Loans, the Manager, acting as head of the administration of the Assets according to Law 5/2015, should first appoint a new administrator of sufficient credit quality prepared to accept the obligations contained in this Additional Building Block.

(13) Management of the assets deriving from enforcement of the Loan collateral

The Administrator undertakes to administer and manage the assets awarded to the Fund due to enforcement of the collateral on the Loans until such time as all of the

awarded assets are sold. In managing the assets, the Administrator shall apply the same diligence as that applied in managing the other assets in its portfolio. In any event, the Administrator undertakes to deal with any incident arising from the assignment of the property to the Fund, by correcting errors, material or procedural, and filing any appeals or claims, of a legal, administrative or registration nature in any proceedings that may be initiated.

For such purposes, the Administrator shall observe the instructions, if applicable, given by the Manager. If such instructions are not given, the Administrator shall act on its own initiative without the need to receive such instructions from the Manager, as though the loans were its own. In any event the Administrator undertakes to report periodically to the Manager on the situation and state of such assets.

Likewise, the Administrator shall compensate the Fund for any damage or loss suffered by the latter should the Originator breach its obligations.

Likewise, the Manager undertakes to keep them in good state of repair and to meet any payments associated with the management thereof (service charges, municipal taxes and rates, etc.), and to act with all due diligence during the foreclosure proceedings and subsequent sale.

3.7.2 Manager

The administration and legal representation of the Fund is vested in the Manager, whose name, address and significant business activities are detailed under section 5.2 of the Registration Document in the terms provided by Law 5/2015, and other applicable regulations. In particular, the Manager shall be responsible for the administration and management of the assets pooled in the Fund pursuant to article 26.1 b) of Law 5/2015. Without prejudice to the foregoing, the Manager might delegate such administration to third parties.

The Manager, as manager of third-party businesses, is also responsible for representing and defending the interests of the Bondholders and of the remaining ordinary creditors of the Fund. Accordingly, the Manager shall at all times protect the interests of the Bondholders, conditioning its actions to the defense thereof and adhering to applicable law and regulations for such purpose.

The actions to be performed by the Manager in furtherance of its duties of administration and legal representation of the Fund are, purely as a matter of illustration and without prejudice to other actions envisaged under this Additional Building Block, as follows:

- (i) open, in the name of the Fund, the Cash Account and Interest Account with the Originator and ensure that the funds received and collected are deposited in said accounts, under the terms provided for in this Prospectus;
- (ii) exercise the rights attaching to ownership of the Assets of the Fund and, in general, carry out any such acts of administration and disposal as deemed necessary for the proper performance of the administration and legal representation of the Fund;
- (iii) carry the financial servicing of the Assets with diligence and rigor, without prejudice to the management duties assumed by the Originator in its capacity as Administrator in accordance with the provisions of section 3.7.1 above;
- (iv) where applicable, replace the Administrator in accordance with the provisions of section 3.7.1.(1) above;
- (v) verify that the amount of income effectively received by the Fund corresponds to the amounts to be received by the Fund in accordance with the conditions of each Loan and Credit Line and the terms and conditions of the various contracts;

- (vi) validate and control the information it receives from the Administrator regarding the Loans, Credit Lines and Assets;
- (vii) calculate the liquid funds and fund movements it must make once the application of the funds has been carried out in accordance with the relevant order of priority of payments, for such purpose ordering transfers of funds between the various asset and liability accounts and the applicable payment instructions, including those assigned to meet the financial servicing of the Issue;
- (viii) calculate and settle the amounts which, for interest and fees, must be received and paid by the various asset and liability financial accounts, as well as the fees to be paid for the various financial services arranged and the amounts pertaining to the issued Bonds due to repayment;
- (ix) comply with its calculation obligations envisaged in this Additional Building Block and those undertaken by virtue of the agreements envisaged in the Deed of Incorporation;
- (x) monitor the actions of the Administrator in recovering payments in default, giving instructions, when applicable, in order to bring the relevant enforcement procedure and, where appropriate, on the stance to adopt at property auctions; act accordingly when required by prevailing circumstances;
- (xi) carry the accounting of the Fund with due separation from the accounting of the Manager, and render accounts and comply with the tax or other legal obligations applicable to the Fund;
- (xii) furnish the holders of the Bonds issued by the Fund, the CNMV and the Rating Agencies with any information and notifications provided for in current laws and, in particular, in respect of the latter two entities, those contemplated in section 4 of the Additional Building Block of this Prospectus;
- (xiii) so as to ensure that the Fund operates in accordance with the terms set forth herein and by law in force from time to time, the Manager shall enter into, extend or amend agreements it has executed on behalf of the Fund, substitute each of the providers of services to the Fund by virtue of such agreements, and also, if necessary, enter into additional agreements, all the foregoing subject to applicable law, after obtaining the prior authorization, if required, from the CNMV or competent administrative body, and after notifying the Rating Agencies, and provided that such actions do not lead to a decrease in the rating of the Series and do not impair the interests of the Bondholders;
- (xiv) appoint and replace, as the case may be, the financial auditor charged with auditing the annual financial statements of the Fund;
- (xv) prepare and submit to the CNMV and the competent bodies, all documents and information that must be submitted pursuant to applicable law and the terms of this Prospectus, or when such documents and information are requested of it, and likewise to prepare and submit to the Rating Agencies any information they may reasonably request;
- (xvi) adopt the appropriate decisions in relation to the settlement of the Fund, in accordance with the provisions of this Prospectus;
- (xvii) refrain from any actions that could lower the rating on the Bonds and adopt any measures reasonably within its reach to help ensure that such rating is not adversely affected at any time;

- (xviii) maintain systems for monitoring the Bonds issued by the Fund;
- (xix) manage the Fund in such a manner that the net asset value thereof is always zero;
- (xx) pay the ordinary and extraordinary costs incurred by the Manager on behalf of the Fund.

The Manager shall discharge its duties ensuring due levels of diligence, reporting and defense in relation to the interests of the Bondholders, avoiding situations that could entail conflicts of interest, giving priority to the interests of the Bondholders and of the remaining creditors of the Fund ahead of its own interests. The Manager will be liable to the Bondholders and remaining creditors of the Fund for all damages caused thereto from breach of its obligations. Furthermore, it will be liable as regards sanctions applicable thereto pursuant to the provisions of Law 5/2015.

The Manager possesses the necessary resources, including suitable information systems, to discharge its duties of administering the Fund as attributed thereto by Law 5/2015.

The Manager has established Internal Rules of Conduct of June 20, 1995, in application of the provisions of the Royal Decree 629/1993 of May 3, on rules of conduct in stock exchanges and mandatory records, repealed by the Royal Decree 217/2008 of February 15, on the legal structure of investment services companies and other entities that provide investment services, and which amends in part the Regulations of Law 35/2003 of November 4, on collective investment schemes, as approved by Royal Decree 1309/2005 of November 4. Its Internal Rules of Conduct were duly reported to the CNMV, on September 11, 1995.

The Manager shall adopt the present Internal Rules of Conduct to the rules applicable to investment services companies according to the provisions under article 29.1.i) of Law 5/2015.

3.7.3 Replacement of the Manager.

The Manager shall be replaced in the administration and representation of the Fund in accordance with the provisions established by applicable law. Thus, in accordance with the provisions of articles 27, 32 and 33 of Law 5/2015, the replacement of the Manager shall be carried out through the following procedure:

- (i) the Manager, according to article 32 of Law 5/2015, may stand down when it deems this pertinent and voluntarily request its replacement by letter addressed to the CNMV, containing the appointment of the replacement manager. Included with such letter shall be that of the new manager, duly authorized and registered as such in the special registries of the CNMV, in which the latter declares it is willing to accept such duties and wishes to seek the pertinent authorization. The resignation of the Manager and appointment of a new company as manager of the Fund must be approved by the CNMV. Under no circumstances may the Manager waive performance of its duties until completion and satisfaction of all the requirements and formalities for its replacement to be able to fully assume its duties in relation to the Fund, nor may the Manager waive its duties if due to the aforesaid replacement the rating awarded to any of the Series should decrease. All expenses generated as a consequence of such replacement shall be paid by the Manager itself, and may not be attributed, in any case, to the Fund;
- (ii) in the event that the Manager falls within any of the causes for dissolution envisaged under articles 360 *et. seq.* of the Spanish Capital Enterprise Act (*Ley de Sociedades de Capital*), the Manager will be replaced. The Manager shall immediately notify the CNMV of the occurrence of any of such causes. In this case, the Manager must comply with the provisions of section (i) above prior to its dissolution;

- (iii) in the event that the Manager is declared insolvent, or has its authorization revoked, according to articles 33 and 27, respectively, of Law 5/2015, a replacement manager must be appointed. The replacement must be made effective within the four (4) months running from the date on which the event determining the replacement took place. If four (4) months elapse from the determining event without the Manager having appointed a new manager, the Early Settlement of the Fund and the redemption of the Bonds shall proceed, whereupon the procedure envisaged under section 4.4.3 of the Registration Document will be followed;
- (iv) the replacement of the Manager and appointment of the new company, approved by the CNMV in accordance with the provisions of the above paragraphs, shall be reported to the Rating Agencies and published within fifteen (15) days by legal notice in two nationally-circulated newspapers and in the gazette of the AIAF.

The Manager must execute any such public or private documents deemed necessary in order to proceed with its replacement by another manager in accordance with the procedure explained in the preceding paragraphs of this section.

The replacement manager shall be subrogated in the rights and obligations which, in relation to this Prospectus, are vested in the Manager. Furthermore, the Manager shall deliver to the new manager any documents and accounting and database records relating to the Fund as are in its possession.

Remuneration payable to the Manager for performance of its duties

The Manager will be entitled to receive:

- (i) a structuring fee payable on the Disbursement Date on a lump-sum, one-off basis and for the sum of NINETY THOUSAND EUROS (€90,000), including VAT where applicable, as consideration for its work as promoter of the Fund, for designing the financial structure of the operation and for its coordinating role in relation to the Originator, the Rating Agencies and the supervisory authorities;
- (ii) on each Payment Date of the Bonds, a periodic management fee equal to zero point zero two per cent (0.02%) per annum, including VAT where applicable, with a minimum of NINETY THOUSAND EUROS (€90,000) a year, to accrue on the actual days of each Interest Accrual Period, payable quarterly on each Payment Date, and calculated on the sum of the Outstanding Principal Balance on the Bonds of all Series on the Calculation Date relating to the Payment Date in question. The fee accruing from the Incorporation Date of the Fund up to the first Payment Date of the Bonds shall be adjusted in proportion to the days transpiring between both dates, calculated on the face value of the issued Bonds.

The periodic management fee payable on a given Payment Date will be calculated in accordance with the following formula:

$$A = B \times 0.02 \frac{d}{365 \times 100}$$

where:

A = Fee payable on a given Payment Date.

B = Balance of Outstanding Principal on the Bonds, on the Calculation Date pertaining to the Payment Date in question.

d = Number of days transpiring during each Interest Accrual Period.

3.8 Name and address and brief description of any counterparties in swap, lending, liquidity or accounts operations.

The Originator is the counterparty of the Fund in the contracts described below.

a) Guaranteed Rate Reinvestment Agreements.

The Cash Account and Interest Account will be initially opened with the Originator. A description of the agreements is contained within section 3.4.4.1 (for the Cash Account); 3.4.4.2 (for the Interest Account) and 3.4.3.3 (Joint Drawdowns) of this Additional Building Block.

b) Subordinated Loan Agreement.

A description of the agreement is contained in section 3.4.3. of this Additional Building Block.

c) Liquidity Facility

A description of the agreement is contained in section 3.4.3.b of this Additional Building Block.

4. POST-ISSUE REPORTING

a) Obligations and anticipated schedule to prepare, verify and approve the annual financial statements and the annual report:

Annual Information

The annual report mentioned in section 1 of Article 35 of Law 5/2015, containing among other items the annual financial statements (balance sheet, income statement and management report) and the auditors' report should be sent to the CNMV within four (4) months following the close of the Fund's fiscal year.

Quarterly Information

The quarterly report mentioned in section 3 of Article 35 of Law 5/2015 should be sent to the CNMV for inclusion in the corresponding register within the two (2) months following the end of the calendar quarter.

b) Obligations and deadlines envisaged for the making public and forwarding to the CNMV and the Rating Agencies of periodic information on the economic and financial status of the Fund.

The Manager, as part of its duty to manage and administer the Fund, agrees to furnish, with the utmost diligence possible or within the stipulated timeframes, the information described below, or any other kind of information requested of it, insofar as reasonable.

b.1. Ordinary periodic notifications.

On each payment date for the Bonds the Manager shall publish in its regular report for investors certain statistics on the Assets ceded to the Fund, and shall place at the disposal of the investors and participants in the operation an individual detail of them, either directly or through third parties.

This regular report for investors must include a glossary of terms or definitions used in both the report itself and in this Prospectus.

The Manager undertakes to effect the following notifications to the CNMV, AIAF and Iberclear within a term between the Rate Setting Time and the Payment Date (unless this falls on a public holiday in Madrid, in which case it will pass to next Business Day):

- i. the resulting nominal interest rates for each Bond Series for the following Interest Accrual Period;
- ii. the resulting ordinary interest on the Bonds ; for the current Interest Accrual Period;
- iii. The payment of the Bonds for the current Interest Accrual Period;
- iv. The extraordinary interest on the Series C Bonds for the current Interest Accrual period;
- v. the Average Prepayment Rates for the Assets as at the Calculation Date corresponding to the Payment date in question;
- vi. the average residual life of the Bonds calculated pursuant to the assumptions regarding said actual prepayment rate;
- vii. the Outstanding Principal Balance (after the repayment to be made on the Payment Date in question) of each Bond, and the percentage that such Outstanding Principal Balance represents of the total initial face value of each Bond.
- viii. Amounts not satisfied for payment of overdue principal and/or interests of the Bonds.
- ix. Unpaid accrued interests.

In addition, the Manager shall submit to the CNMV the interim financial information of the Fund, in the terms and formats prescribed by Circular 2/2009, as amended by Circular 6/2014, of October 27, of the CNMV.

In accordance with Law 5/2015, the Manager must publish the following information on its web page (www.santanderdetitulizacion.es):

- i. Its deeds of incorporation, and any public deeds granted subsequently.
- ii. The Issue Prospectus, and any supplements there may be; and
- iii. The Annual Financial Statements and quarterly reports.

The notifications shall be sent as provided by section b.3 below.

b.2 Extraordinary notifications.

Pursuant to Article 36 of Law 5/2015, the Manager must immediately notify any material event specifically relevant to the situation or development of the Fund to the CNMV and to its creditors. Material facts specifically relevant to the Fund shall be those that could have a significant impact on the Bonds issued or on the Assets.

, In particular, material facts shall include any relevant modification to the assets or liabilities of the Fund, any amendment to the Deed of Incorporation, and, if applicable, the resolution on the setting up of the Fund or any eventual decision regarding the Early Liquidation of the Fund and Early Redemption of the Bond Issues for any of the causes provided in this Prospectus. In the case of the latter, the Manager shall also submit to the CNMV the certificate executed before notary evidencing the winding-up of the Fund and subsequent liquidation procedure described in section 4.4.3 of the Registration Document.

Any change to the Deeds of Incorporation must be notified by the Manager to the Rating Agencies and shall be published by the Manager in the regular public information on the Fund, and it should also be published on the web page of the Manager. When required, a Prospectus

supplement should be prepared and released as relevant information in accordance with the terms of Article 228 of Royal Legislative Decree 4/2015.

Also, prior to the Disbursement Date, the Manager shall inform the CNMV of the interest rate applicable for the First Accrual Period, by submitting the Deed of Incorporation containing the rate, as provided for in section 3.1 of the Additional Building Block.

This section likewise includes, among others, notifications of changes to the ratings awarded to the Bonds, along with the steps to be taken if the triggers are activated owing to a downgrade in the rating of the counterparty to the financial agreements or owing to any other cause.

b.3 Procedure

Notices to Bondholders which, as per the above, must be given by the Fund, through its Manager, shall be given as follows:

1. the ordinary periodic notices described under section b.1) above: by publication either in the AIAF daily gazette, or any other that may come to replace it in the future or other of similar characteristics, either via publication with the Spanish CNMV as a material event (*hecho relevante*), or via publication in a newspaper with large circulation in Spain. The requirements of Law 5/2012 shall be complied with via the web site of the Manager (www.santanderdetitulizacion.es).
2. the extraordinary notices described under section b.2) above, except the interest rate for the First Period of Accrual: by publication with the Spanish CNMV as a material event.

In addition, the above notices may be given by publication in other generally-disseminated media.

These notices shall be deemed to be given on the date they are published, with any day of the calendar, whether or not a Business Day, being suitable for this purpose (for purposes of this Prospectus).

b.4 Reporting to the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores, or CNMV*).

Information on the Fund will be sent to the CNMV by completing the forms prescribed by CNMV Circular 2 of March 25, 2009, governing accounting standards, annual accounts, public financial statements and confidential statements containing statistical information on securitization funds, as modified by Circular 6/2014 of October 27, as well as any information which, irrespective of the above, may be requested by the CNMV or required by applicable law.

In addition, the Manager shall report to the CNMV, on a monthly basis, the information related to the adjustment of the drawdown balance of the Lines of Credit described in section 3.4.3.b above by means of granting the corresponding public document which shall include the information provided by the Originator in connection with the upward variations of the Lines of Credit in the current month, as well as indicating that they comply with section 2.2.8.b) of this Additional Building Block.

b.5 Reporting to the Rating Agencies.

The Manager shall send the Rating Agencies periodic information on the situation of the Fund and the performance of the Loans so that the agencies may review the rating assigned to the Bonds, and shall also send them the extraordinary notifications when required. It shall likewise make every effort to furnish such information when requested, insofar as the request

is reasonable, and, in all cases, upon any significant change in the status or condition of the Fund, in the contracts signed by the Fund through its Manager, or in the interested parties.

(c) Information to be furnished by Santander to the Manager.

In addition, Santander undertakes to inform the Manager, on behalf of the Fund, on a quarterly basis and, in all cases, at the request thereof, of any non-payments, prepayments and modifications of interest rates, and of any sporadic demands for payment, court proceedings, and any other circumstances affecting the Loans and Credit Lines.

Furthermore, Santander shall furnish the Manager with all documentation the latter may request of it in relation to the Loans and Credit Lines and, especially, the documentation required by the Manager to initiate possible legal proceedings.

MR. IGNACIO ORTEGA GAVARA, for and on behalf of SANTANDER DE TITULIZACIÓN, S.G.F.T., acting in his capacity as Director-General, hereby signs this Prospectus in Madrid on December 3, 2015.

DEFINITIONS

To ensure that this Prospectus is interpreted as intended, capitalized terms shall be construed in accordance with the definition given to each such term below, unless any other meaning is expressly attributed thereto. Any terms not expressly defined shall be construed in their natural and obvious sense according to the general usage thereof. Furthermore, it is stated for the record that terms in the singular shall include the plural and vice versa, whenever the context so requires.

The capitalized terms listed below shall have the following meanings:

“**Assets**”: means the credit rights arising from the Loans and Quantities Drawn on the Credit Lines granted by Santander, Banesto and Banif and to be transferred to the Fund.

“**Non-Performing Assets**”: means the Assets that Santander believes it will not recover or those which, at a given date, have been in default and overdue for a period equal to or greater than twelve (12) months for the case of Loans and six (6) months for the case of Credit Lines.

“**Assets in Default**”: means Assets on which, on a particular date, payments are more than ninety (90) days overdue and are not considered Non-Performing Assets in accordance with the preceding definition.

“**Performing Assets**”: embraces all Assets not classified as Non-Performing Assets.

“**Administrator**”: means Banco Santander, S.A. (or any other entity which replaces it) in its capacity, as appropriate, of the Assets derived from the Mortgage Loans, Non-Mortgage Loans or Credit Lines, in this last case, by virtue of the accomplished delegation in its favour by the Manager.

“**Administrator of the Mortgage Loans**”: means, according to the provisions of article 26.3 of Royal Decree 716/2009, Banco Santander, S.A. (unless replaced as administrator of the Loans, in which case it will be the replaced entity).

“**Administrator of the Non-Mortgage Loans and Credit Lines**”: means Banco Santander, S.A. by virtue of the mandate granted in its favor by the Manager, responsible for the administration and management of the grouped assets in the Fondo de Titulización, PYMES Santander 12, according to article 26.3 of Law 5/2015, unless replaced as administrator of the Loans, in which case it will be the replaced entity.

“**Rating Agencies**”: means Moody’s, DBRS and Scope.

“**Paying Agent**”: means Banco Santander, S.A. (or any other entity that may replace it).

“**AIAF**”: means AIAF, Mercado de Renta Fija (*AIAF Fixed Income Securities Market*).

“**Early Redemption**”: means the redemption of the Bonds on a date preceding the Legal Maturity Date in cases of Early Settlement of the Fund in accordance with the requirements provided for in section 4.4.3 (3) of the Registration Document.

“**Banesto**”: means Banco Español de Crédito, S.A., which was absorbed by Santander on April 30, 2013.

“**Bank**”: means Banco Santander S.A.

“**Banif**”: means Banco Banif S.A., absorbed by Santander on April 30, 2013.

“**Bonds**”: means the asset- and mortgage-backed securities issued against the Fund.

“**DBRS Rating**”: means the public rating assigned by DBRS or, in the absence thereof, the private rating or internal valuations carried out by DBRS.

“Moody’s Rating”: means the public rating assigned by Moody’s or, in the absence thereof, the private rating or internal valuations carried out by Moody’s.

“Scope Rating”: means the public rating assigned by Scope or, in the absence thereof, the private rating or internal valuations carried out by Scope.

“Amount Accrued for Redemption”: means, at each Payment Date, the difference (if positive) between (i) the total Outstanding Principal Balance of the Series A and B Bonds on the Calculation Date prior to each Payment Date; and (ii) the Outstanding Balance of the Performing Assets on that same date.

“Amount Accrued for Redemption of Series C”: means, for each Payment Date, the positive difference existing between the Outstanding Principal Balance of Series C at the Calculation Date corresponding to each Payment Date and the amount of the Reserve Fund required at such corresponding Payment Date.

“Quantities Drawn on the Credit Lines”: means the balances drawn by the Debtors of each Credit Line on a determined date.

“Preliminary Portfolio”: means the preliminary portfolio of loans and credit lines, preselected on November 19, 2015 and from which the Assets will be extracted for transfer to the Fund on the Incorporation Date.

“Originator”: means Banco Santander, S.A.

“Mortgage Transfer Certificates” or **“MTC”**: means the mortgage transfer certificates to be issued by Santander in accordance with section 3.3.1 b) of the Additional Building Block.

“CET”: means Central European Time.

“Circular 6/2012”: means Bank of Spain Circular September 28, to credit entities, governing rules on public and confidential financial information and standard models for financial statements.

“Circular 2/2009”: means CNMV Circular 2/2009, of March 25, on accounting rules, annual accounts, public financial statements and confidential statements containing statistical information on securitization funds.

“CNMV”: means Comisión Nacional del Mercado de Valores (*Spanish Securities Market Commission*).

“Management and Paying Agent Agreement”: means the management and paying agency agreement to be entered into by (i) the Manager, on behalf of the Fund, and (ii) Santander, as the Lead Manager and Paying Agent of the Fund.

“Liquidity Facility Agreement”: means the liquidity facility agreement to be executed by the Manager, in the name and on behalf of the Fund, and the Originator.

“Subordinated Loan Agreement”: means the subordinated loan agreement for the sum of SEVEN HUNDRED THOUSAND EUROS (€700,000) to be signed by the Manager, on behalf of the Fund, and Santander, such amount to be used to finance the expenses incurred from incorporating the Fund and issuing the Bonds and, where appropriate, to partially finance the acquisition of the Assets.

“Guaranteed Rate Reinvestment Agreement (Interest Account)”: means the guaranteed interest rate reinvestment agreement in respect of the Interest Account, to be entered into by the Manager, acting on behalf of the Fund, and the Originator, whereby the Originator will guarantee variable returns on the amounts deposited by the Fund (through its Manager) into the Interest Account.

“Guaranteed Rate Reinvestment Agreement (Cash Account)”: means the guaranteed interest rate reinvestment agreement in respect of the Cash Account, to be entered into by the Manager, acting on

behalf of the Fund, and the Originator, whereby the Originator will guarantee variable returns on the amounts deposited by the Fund (through its Manager) into the Cash Account.

“Subscription Agreement”: means the Bond subscription agreement between (i) the Manager, for and on behalf of the fund, and (ii) Santander, as the full Subscriber of the Bonds of each of the Series.

“Unsecured Credit”: means any financing operation (mainly loans) without additional guarantees other than those provided by the holder.

“Interest Account”: means the account to be opened at the Originator in the name of the Fund by the Manager, whose operation will be governed by the Guaranteed Rate Reinvestment Agreement (Interest Account).

“Cash Account”: means the account to be opened at the Originator in the name of the Fund, by the Manager, the operation will be governed by the Guaranteed Rate Reinvestment Agreement (Cash Account).

“DBRS”: means DBRS Ratings Limited.

“Debtors”: means the small- and medium-sized enterprises (SMEs) and self-employed individuals that meet the terms of Commission Recommendation 2003/361/EC of May 6, 2003, to whom the Originator has granted the Loans and Credit Lines from which the Assets subject to securitization are derived.

“Business Day”: means any day except:

- (i) Saturday;
- (ii) Sunday;
- (iii) Holidays as per the TARGET 2 calendar (for the sole purpose of determining the Nominal Interest Rate applicable for each Interest Accrual Period). This includes, apart from the days stated in sections (i) and (ii) above, January 1, Good Friday, Easter Monday, May 1, December 25 and December 26; and
- (iv) Holidays in Madrid (for the purpose of determining the applicable Nominal Interest Rate for each Interest Accrual Period and for the remaining conditions of the issue).

“Calendar Day”: means all days of the year, including Sundays and holidays.

“Registration Document”: means the registration document included as Annex VII of Regulation (CE) 809/2004, as approved by the CNMV on December 3, 2015.

“Lead Manager”: means Banco Santander, S.A.

“Subscriber”: means Banco Santander, S.A.

“Subscribing Entities”: means the European Investment Bank and Banco Santander, S.A.

“Deed of Incorporation”: means the Deed of Incorporation of the securitization fund “Fondo de Titulización PYMES SANTANDER 12”, transfer of Assets and issue of Asset- and Mortgage-Backed Securities.

“EURIBOR”: means *“Euro Interbank Borrowing Offered Rate”*.

“Overlimits”: means and overlimits on the Credit Lines produced from the Date of Incorporation on the maximum available balance of each Credit Line with a limit equal to five percent (5%).

“Risk Factors”: means the description of the main risk factors associated with the Bond issue, the securities and the assets backing the Bond issue.

“Incorporation Date”: means the date on which the Deed of Incorporation is executed, scheduled for December 10, 2015.

“**Disbursement Date**”: means December 14, 2015, until one thirty p.m. (13:30).

“**Final Maturity Date of the Fund**”: means December 16, 2058, the first Payment Date of the Bonds immediately after the final maturity date of the Loans or, if not a Business Day, the Business Day immediately thereafter.

“**Legal Maturity Date**”: This means December 16, 2058 or, if not a Business Day, the Business Day immediately thereafter, except in the event of an extension of the Final Maturity Date of the Fund.

“**Calculation Dates**”: means the fifth (5th) Business Day prior to each Payment Date.

“**Payment Dates**”: means March 16, June 16, September 16 and December 16 of each year or, if any of these dates is not a Business Day, the Business Day immediately thereafter.

“**Prospectus**”: means, collectively, the table of contents, the document describing the risk factors, the Registration Document, the Securities Note, the Additional Building Block and the glossary of definitions.

“**Fund**” or “**Issuer**”: means Fondo de Titulización, PYMES SANTANDER 12.

“**Reserve Fund**”: means the reserve fund to be endowed by the Manager, acting on behalf of the Fund, in accordance with the provisions of section 3.4.2.2 of the Additional Building Block.

“**Liquid Funds**”: means the amounts received by the Fund as principal, interest or any other monies from the Assets, the returns on the Cash Account and Interest Account, the Reserve Fund and any other amounts received by the Fund, as established in section 3.4.6 a) of the Additional Building Block, such Liquid Funds to be applied at each Payment Date to the payments stipulated in the Order of Priority of Payments provided for in section 3.4.6 b) of the Additional Building Block.

“**Liquid Funds for Redemption**”: means the amount to be earmarked for redemption of the Series A and B Bonds on each Payment Date. The Liquid Funds for Redemption will be calculated in accordance with the provisions of section 4.9.4 of the Securities Note.

“**Liquid Funds for Settlement**”: means

- a) the Liquid Funds; and
- b) the amounts obtained by the Fund from the sale of the remaining Assets and any other assets in the event of Early Settlement of the Fund in accordance with the requirements established in section 4.4.3 (3) of the Registration Document.

“**Iberclear**”: means Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (*securities registration, clearing and settlement management company*).

“**V.A.T.**”: means Value Added Tax.

“**Law 2/1981**”: means Law 2/1981 of March 25, on the regulation of the mortgage market (as per its current wording).

“**Law 27/2014**”: means Law 27/2014 of November 27 on Corporate Income Tax

“**Law 37/1992**”: means Law 37/1992 of December 28, on Value Added Tax.

“**Law 11/2015**”: means Law 11/2015 of June 18, regarding the recovery and refinancing of credit institutions and investment service companies.

“**Law 5/2015**”: means Law 5/2015 of April 27 on Promotion of Lending to Business.

“**Law 25/2015**”: means Law 25/2015, of June 28, on the second chance mechanism, reduction of financial burden and other measures of a social nature.

“**Insolvency Procedures Law**”: means Law 22/2003 of July 9, on insolvency procedures.

“**Civil Procedure Law**”: means Law 1/2000 of January 7, on civil procedure.

“**Mortgage Law**”: means the Spanish Mortgage Law of February 8, 1946 (according to the wording currently in force).

“**Spanish Corporate Enterprise Act**”: means Royal Decree 1/2010 of July 2, which enacted the revised text of the Spanish Corporate Enterprise Act.

“**Liquidity Facility**”: Means the commercial liquidity facility to which section 3.4.3.b of the Additional Building Block to the Securities Note refers, that the Originator grants through the execution of the liquidity facility agreement, simultaneously upon the execution of the Deed of Incorporation, so that any upward or downward variations to the Credit Lines are simultaneously transferred to the Fund on a daily basis, by means of the corresponding adjustment in the Liquidity Facility.

“**Credit Lines**”: Means the credit lines without specific collateral, with personal third party guarantee (surety) and or real guarantee other than the mortgage granted by Santander, Banesto and Banif to small and medium-sized enterprises (SMEs) and self-employed individuals residing in Spain excluding companies in the Santander Group and syndicated loans, that comply with Commission Recommendation 2003/361/EC, May 6, 2003, for the purpose of financing economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings related to their economic activity or acquiring rural property, urban property, and plots. For this last purpose loans destined to property construction and real estate development are excluded, however, there may be loans intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums. Furthermore, in the case of refinancing, these operations do not arise from restructuring transactions of loans or Credit Lines in default, and correspond only to debt consolidation operations.

“**Early Settlement**”: means the settlement of the Fund before December 16, 2058 and therefore the Early Redemption at a Payment Date of the whole Bond issue in the circumstances and subject to the procedure established in section 4.4.3 of the Registration Document.

“**LTV**”: means the Loan to Value ratio expressed as a percentage between the amount of outstanding principal and the appraisal value of the properties.

“**AIAF Market**”: means the fixed income market of the Spanish Asociación de Intermediarios de Activos Financieros.

“**Additional Building Block**”: means the additional building block to the securities note relating to the Bond issue, as prepared in accordance with Annex VIII of Regulation (EC) no. 809/2004, as approved by the CNMV on December 3, 2015.

“**Rate Setting Time**”: means the second (2nd) Business Day as per the TARGET 2 calendar (*Transeuropean Automated Real-time Gross Settlement Express Transfer System 2*) preceding each Payment Date, at 11:00 a.m. (Madrid time) on said day. Exceptionally, the Rate Setting Time for the first Interest Accrual Period will coincide with the Incorporation Date.

“**Moody’s**”: Means Moody’s Investors Service España, S.A.

“**Required Level of the Reserve Fund**”: means the amount that the Reserve Fund must have at each Payment Date, pursuant to section 3.4.2.2 of the Additional Building Block.

“**International Financial Reporting Standards**”: means the International Financial Reporting Standards applicable to the information provided by Santander in accordance with Regulation (EC) 1606/2002 and Circular 4/2004 of the Bank of Spain.

“**Securities Note**”: Means the securities note relating to the Bond issue, as prepared in accordance with Annex XIII of Regulation (EC) 809/2004, as approved by the CNMV on December 3, 2015 and which forms part of this Prospectus.

“Order 3537/2005 of the Spanish Ministry of the Economy and Finance”: means Order 3537/2005 of the Spanish Ministry for the Economy and Finance, of November 10, implementing article 27.4 of the Spanish Securities Market Law 24/1998, of July 28.

“Restructured Operations”: according to the definition in Bank of Spain in Circular No. 6/2012, an operation is considered a restructured operation when for economic or legal reasons relating to current or foreseeable financial difficulties of the holder (or holders), their financial conditions are modified to facilitate payment of the debt (principal and interest) because the holder is not capable, or is not expected to be capable of complying with the conditions in a timely manner, even when such changes were provided for under the contract. In any case, operations shall be considered restructured when a rebate is granted or assets are received to reduce the debt, or when the conditions are modified to extend their maturity, vary the repayment schedule in order to reduce the amount of the installments in the short term or to reduce their frequency or a grace period for principal, interest or both is established or extended, except when can be shown that the conditions have been modified for reasons other than the financial difficulties of the holders and, at the time of modification, are analogous to the market conditions of operations conducted with customers with a similar risk profile. The Assets granted or that have been granted for restructuring purposes are Loans from Santander, Banesto and Banif to their customers for restructuring their debts with the bank, with all the customers being current in payment at the time of the debt consolidation.

“Ordinary Part”: means the Nominal Interest Rate applicable to the Series C Bonds for each Interest Accrual Period (equal to the result of: (i) the Benchmark Interest Rate, common to all Bond Series, plus (ii) a margin of zero point sixty-five per cent (0.65%), calculated in accordance with the provisions of section 4.8 of the Securities Note.

“Extraordinary Part”: means, on each Payment Date on which the Fund has sufficient liquidity for this, the extraordinary interest accruing on the Series C Bonds, this being a variable amount equal to the excess liquidity of the Liquid Funds after paying those concepts with a higher ranking on the Order of Priority of Payments, or, where applicable, on the Order of Priority of Payments for Settlement.

“Calculation Periods”: means the period spanning two consecutive Calculation Dates, excluding the initial Calculation Date and including the final Calculation Date. The first Calculation Period will have a duration equivalent to the time between the Incorporation Date and the Calculation Date prior to the first Payment Date.

“Interest Accrual Periods”: means each of the periods into which the Bond issue is divided, comprising the days effectively elapsed between each Payment Date, including in each Interest Accrual Period the initial Payment Date of the corresponding period and excluding the final Payment Date of the corresponding period. The first Interest Accrual Period will have a duration of less than three months, equivalent to the time between the Disbursement Date (December 14, 2015) and the First Payment Date (March 16, 2016).

“Subscription Period”: means December 14, 2015, from nine a.m. (09:00) until midday (12:00), the date on which the Bond issue will be wholly subscribed by the Subscribing Entity.

“Concession Policy”: means the policy of the Originator on the concession of loans and credit as stated in section 2.2.7 of the Additional Building Block, which will be included in the Deed of Incorporation.

“Subordinated Loan”: means the subordinated loan agreement for SEVEN HUNDRED THOUSAND EUROS (€700,000) to be entered into between the Manager, on behalf of the Fund, and Banco Santander, and which will be used to finance the costs of incorporating the Fund and issuing the Bonds, and to part-finance the acquisition of the Assets.

“Loans”: means the Mortgage Loans and Non-Mortgage Loans collectively.

“Unsecured Loan”: means any financing operation (mainly loans) without additional guarantees other than those provided by the holder.

“Mortgage Loans”: means loans secured with mortgage charge granted by Santander, Banesto and Banif to small- and medium-sized enterprises (PYMES) and self-employed individuals that meet the terms of Commission Recommendation 2003/361/EC of May 6, 2003, for the purpose of financing economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings ascribed to their economic activity or acquiring rural property, urban property, and plots. For this last purpose, loans destined to property construction and real estate development are excluded, however, there may be loans intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums. Furthermore, in the case of readjustment, these operations do not arise from restructuring transactions of loans or Credit Lines in default, and correspond only to debt consolidation operations.

“Non-Mortgage Loans”: means Loans without specific guarantee, with personal third-party guarantee (sureties), or with in rem guarantees other than mortgages, as granted by Santander, Banesto and Banif to small- and medium-sized enterprises (SMEs) and self-employed individuals that meet the terms of Commission Recommendation 2003/361/EC of May 6, 2003 for the purpose of financing economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings ascribed to their economic activity or acquiring rural property, urban property, and plots. For this last purpose, loans destined to property construction and real estate development are excluded, however, there may be loans intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums. Furthermore, in the case of restructuring, these operations do not arise from transactions of loans or Credit Lines in default, and correspond only to debt consolidation operations.

“Royal Decree 1310/2005”: means Royal Decree 1310/2005 November 4, partially implementing Law 24/1988 July 28, on the securities market, regarding admission to trading of securities in secondary official markets, public offerings or subscriptions and the applicable prospectus.

“Royal Decree 1514/2007”: means Royal Decree 1514/2007 of November 16, approving the Spanish General Chart of Accounts (*Plan General Contable*).

“Royal Decree 1065/2007”: means Royal Decree 1065/2007 of July 27, which enacted the General Regulations on tax inspection and management actions and procedures and implementing the common rules on applicable tax procedures.

“Royal Decree 716/2009”: means Royal Decree 716/2009 of April 24, which implemented some aspects of Law 2/1981 of March 25, regulating the mortgage market, and other rules of the mortgage and financial systems.

“Royal Decree 634/2015”: means Royal Decree 634/2015 of July 10, approving the Corporate Income Tax Regulations.

“Royal Legislative Decree 1/1993”: means Royal Legislative Decree 1/1993 of September 24, approving the revised text of the Spanish Transfer Tax/Stamp Duty Law.

“Royal Legislative Decree 6/2004”: means Royal Legislative Decree 6/2004 of October 29, reforming the system governing significant shareholdings in investment services companies, lending institutions and insurance companies.

“Royal Legislative Decree 4/2015”: Royal Legislative Decree 4/2015, of October 23, approving the consolidated text of the Spanish Securities Market Law.

“Royal Decree-Law 6/2012”: means Royal Decree-Law 6/2012 of March 9, on urgent measures for the protection of non-recourse debtors

“**Regulation (EC) no. 809/2004**”: means Regulation (EC) no. 809/2004, of the European Commission, of April 29, 2004, implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements.

“**Mortgage Regulations**”: means the Regulations for Enforcement of the Mortgage Law of February 14, 1947.

“**Internal Rules of Conduct**”: means the Internal Rules of Conduct of June 20, 1995 of the Manager regulating the acts of the management bodies, employees and representatives of the Manager according to the Royal Decree 629/1993, of May 3, on rules of conduct in stock exchanges and mandatory records, repealed by the Royal Decree 217/2008 of February 15, on the legal structure of investment services companies and other entities which render investment services and through which the Regulatory Framework of Law 35/2003 of November 4 was partially amended for collective investment schemes, as approved by Royal Decree 1309/2005 of November 4. The Internal Rules of Conduct have been reported to the CNMV on September 11, 1995.

“**Outstanding Principal Balance on the Bonds**”: means the total outstanding balances of the Bonds of all Series (i.e. the principal amount of the Bonds pending redemption).

“**Outstanding Balance of the Assets**” or “**Outstanding Balance**”: means the due and payable amounts of principal on the Loans yet to be received by the Fund on a particular date, plus not yet accrued principal pending maturity on the Loans as well as Quantities Drawn on the Credit Lines not collected by the Fund at said date.

“**Outstanding Balance of the Assets in Default**”: means the principal pending maturity of the Assets in Default, plus the amounts of the Assets in Default due but not paid to the Fund.

“**Outstanding Balance of the Performing Assets**”: means, on a date, the amounts due in principal on and not collected, together with amounts of principal not due and pending maturity of the Performing Assets.

“**Santander**”: means Banco Santander, S.A.

“**Scope**”: means Scope Ratings AG.

“**Series**”: means each of the three (3) series into which the total amount of the Bond issue is divided.

“**Series A**”: means the Series with a face value of TWO BILLION, ONE HUNDRED MILLION EUROS (€2,100,000,000), made up of TWENTY-ONE THOUSAND (21,000) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000);

“**Series B**”: means the Series with a face value of SEVEN HUNDRED MILLION EUROS (€700,000,000), made up of SEVEN THOUSAND (7,000) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000).

“**Series C**”: means the Series with a face value of ONE HUNDRED MILLION EUROS (€100,000,000), made up of ONE THOUSAND (1,000) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000).

“**Series**”: means together, Series A, Series B and Series C.

“**Manager**”: means Santander de Titulización, S.G.F.T., S.A., or the entity which replaces it in the future, which acts as coordinator of the Rating Agencies, the relations with the supervision authorities and market operators; as legal and financial advisor for the operation structure as well as, with regard to the administration of the Assets derived from non-Mortgage Loans and Lines of Credit, according to the provisions under article 26.1.b) of Law 5/2015, it undertakes to accomplish the administration

and management thereof, without prejudice to the delegation of such administration and management shall be made in favour of Banco Santander, S.A.

“**Annual CPR**”: means the annual Constant Prepayment Rate.

“**IRR**”: means the internal rate of return for the holders of each Bond Series.

“**Nominal Interest Rate**”: means the annual nominal interest rate variable quarterly to which the Bonds will accrue interest in accordance with section 4.8 and related provisions of the Securities Note.

“**Benchmark Interest Rate**”: means the Benchmark Interest Rate used to calculate the Nominal Interest Rate and which will be the EURIBOR at three (3) months or the substitute rate if necessary, as calculated in accordance with section 4.8.e of the Securities Note. EURIBOR is the reference rate in the euro money market.

“**Appraisal Value**”: means the value of the properties calculated according to the initial appraisal certificates pursuant to the provisions of Law 2/1981 and its implementing regulations.