

FT Pymes Magdalena 2
represented by Santander de Titulización, Sociedad Gestora de Fondos de Titulización,
S.A.

Dear Sirs,

Credit Default Swap

The purpose of this letter (this "**Confirmation**") is to confirm the terms and conditions of the Credit Derivative Transaction entered into between Banco Santander S.A. (the "**Buyer**") and FT Pymes Magdalena 2 (the "**Seller**") (each a "**Party**" and together the "**Parties**") on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "**Confirmation**" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions (without incorporating either the 2009 ISDA Credit Derivatives Definitions Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions published on 12 March 2009 or the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the ISDA Credit Derivatives Definitions, published on 14 July 2009) (the "**2003 Definitions**"), as published by the International Swaps and Derivatives Association Inc., ("**ISDA**"), are incorporated into this Confirmation. In the event of any inconsistency between the 2003 Definitions and this Confirmation, this Confirmation will govern. For the avoidance of doubt, Section 1.10 (*Requirements Regarding Notices*) of the 2003 Definitions will apply in respect of any notice delivered in connection with this Confirmation.

This Confirmation supplements, forms a part of, and is subject to, the ISDA 2002 Master Agreement dated as of 31 July 2018, as amended and supplemented from time to time (the "**Agreement**"), between the Buyer and the Seller. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. Words and expressions used but not otherwise defined in the Agreement shall have the meanings ascribed to them in (1) the summary of the terms and conditions of the EUR 166,300,000 credit linked notes due 20 August 2057 (the "**Notes**") and issued by FT Pymes Magdalena 2 (the "**Issuer**") set out in the information memorandum for the Notes (the "**IM Conditions**") and (2) the Transaction Documents (as defined in the IM Conditions). In the event of any inconsistency between words and meanings defined in the other Transaction Documents and words and meanings defined in this Confirmation, this Confirmation will govern.

The terms of the Transaction to which this Confirmation relates are as follows:

1. **General Terms**

Trade Date: 31 July 2018

Effective Date: 6 August 2018

Scheduled Termination Date: 20 August 2055

Initial Termination Date: The earliest to occur of:

(a) the Scheduled Termination Date;

- (b) an Optional Termination Date;
- (c) an Early Termination Date; and
- (d) the Seller Liquidation Date.

Termination Date:

The earliest to occur of:

- (a) the Protected Tranche Final Exhaustion Date; and
- (b) the Initial Termination Date, *provided that*, if on the Initial Termination Date there are one or more Non-Worked Out Reference Obligations, the Termination Date shall occur on the earliest to occur of:
 - (i) the Protected Tranche Final Exhaustion Date;
 - (ii) the Final Termination Date; and
 - (iii) the Cash Settlement Date which occurs on or following the first date on which all such Reference Obligations have become either (i) Verified Reference Obligations or (ii) Reference Obligations in respect of which it is no longer possible for the Conditions to Settlement to be satisfied.

(Section 1.7 of the 2003 Definitions shall not apply.)

Final Termination Date:

The date falling 24 months after the Initial Termination Date, *except that* if the Initial Termination Date is the Seller Liquidation Date, the Final Termination Date shall be the Initial Termination Date.

The Seller Liquidation Date:

The date on which the Seller is liquidated and the Notes are redeemed prior to their scheduled maturity, upon the occurrence of the Management Company's insolvency where it has not been duly replaced within a period of 4 months; each as more particularly described in clause 5.1(iv) of the Deed of Incorporation.

Protected Tranche Final

The Cash Settlement Date which falls on or immediately following the date on which the

Exhaustion Date:	Protected Tranche Amount is reduced to zero and it is impossible that the Protected Tranche Amount will again become greater than zero.
Floating Rate Payer:	The Seller
Calculation Agent:	The Buyer
Calculation Agent City:	Madrid
Business Day:	<p>Any TARGET2 Settlement Day on which commercial banks and foreign exchange markets settle payments and are open for general business in Madrid (including dealings in foreign exchange and foreign currency deposits), where:</p> <p>"TARGET2 Settlement Day" means any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET2) system is open.</p>
Business Day Convention:	Following (which, subject to Sections 1.4 and 1.6 of the 2003 Definitions, shall apply to any date referred to in this Confirmation that falls on a day that is not a Business Day).
Reference Entity:	<p>Each borrower under each Reference Obligation as identified as such by a reference number (Reference Entity ID) in the Reference Register in respect of such Reference Obligation.</p> <p>Section 2.2 of the 2003 Definitions shall not apply. Instead, "Successor" means in relation to a Reference Obligation, any entity that, as determined by the Buyer acting in good faith and in a commercially reasonable manner, assumes any obligations under such Reference Obligation (but only to the extent of such assumption). For the avoidance of doubt, if at any given time more than one Successor assumes any obligations under a Reference Obligation, then such Reference Obligation shall be split into such number of Reference Obligations as corresponds to the number of Successors and the Buyer shall allocate the Protected Reference Obligation Notional Amount of such Reference Obligation amongst each such Successor in the same proportion that the obligations assumed by each such Successor bears to the principal amount of such Reference Obligation prior to such assumption, <i>provided that</i> where more than one Successor assumes joint and</p>

several liability for any resulting obligation, such resulting obligation shall constitute a single Reference Obligation in respect of which all such Successors shall be Reference Entities.

Reference Obligations:

Each obligation designated as such and identified the Reference Register (each a "**Reference Obligation**") which are loans to small and medium (including self-employed persons) or large undertakings, as adjusted from time to time in accordance with the Reduction/Removal provisions and the Replenishment and Substitution provisions, and as may be amended pursuant to the "Amendment and Refinancing of Reference Obligations" provisions set out below from time to time.

Reference Portfolio:

The Buyer has designated on 30 July 2018 (the "**Cut-Off Date**") a portfolio (the "**Reference Portfolio**") of Reference Obligations and, in relation to each such Reference Obligation, Reference Entities which are listed on the Reference Register. The Reference Register as of the Cut-Off Date is set out in Annex 4 hereto.

On the Cut-Off Date, the Reference Obligations which are listed on the Reference Register are required to comply individually with the Eligibility Criteria and the Reference Portfolio is required to comply with the criteria set forth in paragraphs (i), (iv), (v), (vi) and (vii) of the Portfolio Guidelines (as if references in the Portfolio Guidelines to a Replenishment or Replenishment Date were references to all Reference Obligations and the Cut-Off Date, respectively).

The Eligibility Criteria are set out in full in Annex 1 to this Confirmation.

Without limitation to Section 14(c), the Buyer is not required to have an interest in, or exposure to, any Reference Obligation as at the Cut-Off Date and, if it holds, or has any exposure to, any Reference Obligation as at the Cut-Off Date, it is not obliged to retain or continue to hold, or to have an exposure to, any Reference Obligation after the Cut-Off Date.

Reference Register:

The Buyer shall maintain a register (the "**Reference Register**") specifying the information set out in Section 10 below. The Buyer will update

the Reference Register on a monthly basis in order to reflect any Reduction/Removal resulting in changes to the Protected Reference Obligation Notional Amount of any Reference Obligation, the addition of new Reference Obligations or other change to the Reference Register details since the Cut-Off Date, or the date of the most recent monthly update, as the case may be.

Servicing:	The Reference Obligations and the Reference Collateral will be administered and enforced by the Servicer in accordance with its credit and collection policy and servicing principles as in force from time to time and to the standard of a reasonably prudent lender or equivalent credit and collection policy and servicing principles.
Servicer:	" Servicer " means the Relevant Lender.
Initial Reference Portfolio Amount:	EUR 2,500,000,000.62, being the sum of the Reference Obligation Notional Amount of each Reference Obligation comprising the Reference Portfolio on the Cut-Off Date.
Reference Portfolio Notional Amount:	On any date, an amount equal to the sum of the Reference Obligation Notional Amount of each Reference Obligation comprising the Reference Portfolio on such date. For the avoidance of doubt, the Reference Obligation Notional Amount of each Non-Worked Out Reference Obligation is included in the Reference Portfolio Notional Amount.
Maximum Reference Portfolio Notional Amount:	An amount equal to the Initial Reference Portfolio Amount <i>less</i> (i) the aggregate of all Worked Out Credit Protection Amounts, (ii) the aggregate of the Reference Obligation Notional Amounts of all Non-Worked Out Reference Obligations; and (iii) the aggregate of the Cumulative Threshold Amortisation Amount, the Cumulative Protected Tranche Amortisation Amount and the Cumulative Senior Tranche Amortisation Amount.
Protected Reference Portfolio Amount:	EUR 2,375,000,000, being 95% of the Initial Reference Portfolio Amount.
Reference Obligation Notional Amount:	In respect of a Reference Obligation, the amount (denominated in Euro) designated by the Buyer in the Reference Register in respect of such

Reference Obligation under the heading "RONA".

The Reference Obligation Notional Amount in respect of a Reference Obligation shall in all cases be no greater than the Relevant Lender's exposure to such Reference Obligation, such exposure as determined on the Relevant Date.

Following a Reduction/Removal of the Protected Reference Obligation Notional Amount in respect of a Reference Obligation, the Reference Obligation Notional Amount in respect of such Reference Obligation shall be reduced by an amount which is in the same proportion to the Reference Obligation Notional Amount as the amount such Reduction/Removal bears to the Protected Reference Obligation Notional Amount.

Protected Reference Obligation Notional Amount: In respect of a Reference Obligation, the amount (denominated in Euro) designated by the Buyer in the Reference Register in respect of such Reference Obligation under the heading "PRONA", *provided that* such amount shall be equal to 95% of the Reference Obligation Notional Amount of such Reference Obligation on the applicable Relevant Date.

Protected Reference Portfolio Notional Amount: On any date, the lesser of:

- (a) the Protected Reference Portfolio Amount; and
- (b) the sum of the Protected Reference Obligation Notional Amounts for all Reference Obligations in the Reference Portfolio on such date.

Reductions: The Protected Reference Obligation Notional Amount of any Reference Obligation shall, as set out below, be reduced from time to time as follows (each such reduction, a "**Reduction/Removal**"):

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

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

- (b) in whole or in part (as applicable) to reflect any disposal by the Relevant Lender of all or part of its interest in the Reference Obligation to a third party which is not either (i) the Buyer, (ii) a credit institution (other than the Buyer) or a regulated lending institution (*establecimiento financiero de crédito*) which, in both cases, is part of the Banco Santander S.A. consolidated accounting group or (iii) a special purpose vehicle or other entity which is part of the Banco Santander S.A. consolidated accounting group by an amount which is in the same proportion to the Protected Reference Obligation Notional Amount of the Reference Obligation immediately prior to such disposal as the amount that such disposal bears to the outstanding principal amount of such Reference Obligation immediately prior to such disposal;
- (c) in whole if the relevant Reference Obligation ceases to be held on Banco Santander S.A. regulatory balance sheet as a result of the Relevant Lender no longer being consolidated with Banco Santander S.A. for the purpose of CRR Article 11;
- (d) in whole if the relevant Reference Obligation is determined by the Buyer or the Independent Accountants to have either (i) been a False Addition on the Relevant Date or (ii) not complied with the Eligibility Criteria on the Relevant Date, or where the Reference Portfolio is determined by the Buyer or the Independent Accountants to have not complied with: (1) the criteria set forth in paragraphs (i), (iv), (v), (vi) and (vii) of the Portfolio Guidelines on the Cut-Off Date or (2) the Portfolio Guidelines on any Relevant Date other than the Cut-Off Date (subject to the PG Breach Exception in respect of a

Replenishment Date or a Substitution Date);

- (e) in whole if the relevant Reference Obligation which becomes a Worked Out Reference Obligation other than where the relevant Reference Obligation is a Cured Reference Obligation, *provided that* for the purpose of determining the Portfolio Amortisation Amount on any date after the Last Replenishment Date, the amount of such Reduction/Removal shall be deemed to be an amount equal to the Reference Obligation Notional Amount for such Reference Obligation *minus* the Worked Out Credit Protection Amount for such Reference Obligation;
- (f) at the option of the Buyer, in whole if, following the occurrence of an Event Determination Date in respect of such Reference Obligation, Buyer determines in a commercially reasonable manner and in good faith that any of paragraphs (c), (d) or (e) (as applicable) of the Additional Condition to Settlement could not be satisfied in respect of that Reference Obligation;
- (g) in whole in respect of any Reference Obligation if a Credit Event occurs in respect of the relevant Reference Obligation prior to the Effective Date; and
- (h) in whole, if as a result of an amendment or refinancing, the relevant Reference Obligation becomes subject to a guarantee from the European Investment Bank ("EIB") or Instituto de Credito Oficial ("ICO").

If the Buyer becomes aware that the Reference Portfolio did not comply with the criteria set forth in paragraphs (i), (iv), (v), (vi) and (vii) of the Portfolio Guidelines on the Cut-Off Date, the Buyer may select one or more Reference Obligations to be removed from the Reference Portfolio so as to cause the Reference Portfolio following such removal to be in compliance with the Portfolio Guidelines (and any such removal

shall be a Reduction/Removal).

Replenishments:

On any Cash Settlement Date on or prior to the Last Replenishment Date, the Buyer will have the right (but not the obligation) at its sole discretion (and acting in its own interests) to add, with effect from and including such date, one or more new Reference Obligations (including Reference Obligations with respect to new Reference Entities) to the Reference Register (each a "**Replenishment**") *provided that* the Conditions to Replenishment are satisfied on the Relevant Date in respect of such Replenishment. Each day on which any Replenishment is effected by the Buyer shall constitute a "**Replenishment Date**".

For the avoidance of doubt: (a) the Buyer shall update the Reference Register to reflect any Reduction/Removal on a Replenishment Date prior to performing any Replenishments on such Replenishment Date; and (b) the Buyer may effect a Reduction/Removal and Replenishment of the same Reference Obligation such that if such Reference Obligation was previously added pursuant to a False Addition it will not continue to be so regarded as a False Addition, provided that the Conditions to Replenishment are satisfied in respect of the subsequent Replenishment.

"**Last Replenishment Date**" means the earliest of:

- (a) the date immediately preceding the date on which a Replenishment Stop Event occurs;
- (b) the first Cash Settlement Date immediately following the date falling 12 months after the Effective Date; and
- (c) the date immediately preceding the Initial Termination Date.

"**Replenishment Stop Event**" means, on a Relevant Date, that:

- (a) the weighted average PD of the Reference Obligations is greater than 2.00%; or
- (b) the aggregate of all Cumulative Credit Losses from, and including, the Effective Date to, but excluding, the first day of the calendar month in which such Relevant

Date falls is greater than or equal to 1.00% of the Protected Reference Portfolio Amount.

Conditions to Replenishment: The "**Conditions to Replenishment**" shall be satisfied on a Relevant Date in respect of a Reference Obligation and a Replenishment if:

- (a) the Reference Obligation satisfied each of the Eligibility Criteria set out in Annex 1 and such Reference Obligation is not included in the securitisation portfolio for any other securitisation (whether a synthetic securitisation or otherwise);
- (b) the Buyer has annual individual and consolidated accounts for the last two accounting periods duly audited and with no qualifications, as required by article 17(a) of Law 5/2015; and
- (c) either:
 - (i) the Portfolio Guidelines set out in Annex 2 were satisfied in respect of all Replenishments on the Relevant Date in respect of such Replenishment; or
 - (ii) if the Portfolio Guidelines set out in sub-paragraph (iv) of the Portfolio Guidelines had been breached immediately prior to the relevant Replenishment (after taking into account any Reduction/Removal on such Replenishment Date) and such breach is continuing, (A) the weighted average life of all Reference Obligations which are the subject of the Replenishments on that date is equal to or lower than 2.5 years and (B) all of the other Portfolio Guidelines set out in Annex 2 were satisfied in respect of all Replenishments on the Relevant Date including such Replenishment (the "**PG Breach Exception**").

Substitution of Ineligible Obligation:

If the Buyer becomes aware or the Seller determines that any Reference Obligation which formed part of the Reference Portfolio on the

Effective Date did not comply with the Eligibility Criteria on the Cut-Off Date, that any Replenishment was effected without satisfying the Conditions to Replenishment, or that any Substitution was effected without satisfying the Conditions to Substitution (a "**False Addition**", and each such Reference Obligation, an "**Ineligible Obligation**"), then the Buyer or the Seller, as applicable, will, as soon as reasonably practicable, notify the other party of such False Addition. The parties acknowledge and agree that the Buyer may become aware of a False Addition for these purposes pursuant to dealings with the Independent Accountants under the Letter Agreement in place at the relevant time subject to any dispute resolution and the other mechanisms therein.

If a Reference Obligation has been added pursuant to a False Addition, then:

- (a) promptly following the date on which the Buyer became aware of such False Addition, the Buyer will remove the relevant Reference Obligation from the Reference Portfolio (and for the avoidance of doubt, such removal will constitute a Reduction/Removal);
- (b) on any Cash Settlement Date following the end of the Replenishment Period, the Buyer will have the right (but not the obligation) at its sole discretion (and acting in its own interests) to add, with effect from and including such date, one or more new Reference Obligations (including Reference Obligations with respect to new Reference Entities) to the Reference Register (each such addition, a "**Substitution**", each such Reference Obligation, a "**Substitute Obligation**", and the Reference Obligation Notional Amount being added to the Reference Portfolio, the "**Substitute RONA**"), *provided that*, in respect of each Substitution, on the Relevant Date:
 - (i) the Substitute Obligation satisfied each of the Eligibility Criteria set out in Annex 1 and such Reference Obligation is not included in the securitisation portfolio for any other

securitisation (whether a synthetic securitisation or otherwise);

- (ii) the aggregate Substitute RONA of each Substitute Obligation on the related Cash Settlement Date does not exceed the aggregate Reference Obligation Notional Amount of each Ineligible Obligation removed from the Reference Portfolio during the immediately preceding Calculation Period;
- (iii) the Portfolio Guidelines set out in Annex 2 were satisfied in respect of such Substitution subject to application of the PG Breach Exception (as if references in the Portfolio Guidelines to a Replenishment or Replenishment Date were references to a Substitution and the Substitution Date, respectively); and
- (iv) the Buyer has annual individual and consolidated accounts for the last two accounting periods duly audited and with no qualifications, as required by article 17(a) of Law 5/2015; and

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

- (c) no Credit Event Notice may be delivered with respect to the corresponding Reference Obligation.

Each day on which a Substitution is effected by the Buyer shall constitute a "**Substitution Date**".

Notwithstanding anything herein or in the Agreement to the contrary, any failure to satisfy the Conditions to Replenishment or, as the case may be, Conditions to Substitution will not comprise a breach of the Agreement or otherwise comprise a Potential Event of Default or an Event of Default (including, without limitation, under Section 5(a)(ii) of the Agreement) with respect to the Buyer and in the absence of fraud, will not entitle the Seller to claim any compensation,

damages or any other equitable relief.

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

Amendment and Refinancing
of Reference Obligations:

Reference Obligations may, from time to time, be amended or refinanced by the Relevant Lender in accordance with its normal servicing practices for loans of that type, including, without limitation, increases of the principal amount, changes to the interest rate of the loan and the borrower. Such amendment or refinancing may include extending the final repayment date for such Reference Obligation *provided that* the final repayment date may not be extended beyond the Scheduled Termination Date and may take the form of the cancellation or repayment of the existing Reference Obligation and its replacement with a new obligation of the same borrower or a different borrower and *further provided* that any amendment or refinancing of any Reference Obligation in respect of which the Relevant Lender is a Securitisation Issuer shall be also subject to those restrictions and limitations (if any) applicable under the transactions documents of the relevant securitisation.

An amended or refinanced Reference Obligation which occurs in circumstances which do not constitute or give rise to a Restructuring Credit Event will remain in the Reference Portfolio without being required to satisfy the Eligibility Criteria or Portfolio Guidelines at that time.

Where, pursuant to a refinancing, two or more Reference Obligations are consolidated into one new obligation, including where such new obligation has a different borrower, such new obligation shall be a new Reference Obligation and shall remain in the Reference Portfolio and the Reference Obligation Notional Amount and the Protected Reference Obligation Notional Amount of such new Reference Obligation shall be equal to the aggregate Reference Obligation Notional Amounts and the aggregate Protected Reference Obligation Notional Amounts of the Reference Obligations being consolidated immediately prior

to the refinancing.

Where, pursuant to a refinancing, the principal amount of the Reference Obligation to which the Relevant Lender is exposed is increased, such Reference Obligation shall remain in the Reference Portfolio and the Reference Obligation Notional Amount and the Protected Reference Obligation Notional Amount of such new Reference Obligation shall be equal to those immediately prior to the refinancing.

If, as a result of an amendment or a refinancing, a Reference Obligation becomes subject to a guarantee from the EIB or the ICO, then such Reference Obligation will be removed from the Reference Portfolio.

For the avoidance of doubt, an amendment or refinancing which does constitute or give rise to a Restructuring Credit Event will be settled in accordance with the Settlement Method.

2. Tranches and Amortisation

Order of calculations:	For the avoidance of doubt, the calculation of the Threshold Amortisation Amount, the Protected Tranche Amortisation Amount and the Senior Tranche Amortisation Amount in respect of each Amortisation Date shall occur after the calculation of the Threshold Loss Allocation, the Aggregate Seller Payment and the Senior Tranche Loss Allocation, as applicable, in respect of each Calculation Period ending immediately prior to such Amortisation Date.
Initial Threshold Amount:	EUR 23,700,000, being 1% of the Protected Reference Portfolio Amount.
Initial Protected Tranche Amount:	EUR 166,300,000, being 7% of the Protected Reference Portfolio Amount.
Initial Senior Tranche Amount:	EUR 2,185,000,000, being 92% of the Protected Reference Portfolio Amount.
Threshold Amount:	On any date, the greater of zero and an amount equal to: <ul style="list-style-type: none"> (a) the Initial Threshold Amount; <i>minus</i> (b) the sum of the Cumulative Threshold Loss Amount and the Cumulative

	Threshold Amortisation Amount on such date.
Cumulative Threshold Loss Amount:	On any date, an amount equal to the sum of each positive and negative Threshold Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.
Cumulative Threshold Amortisation Amount:	On any date, an amount equal to the sum of all Threshold Amortisation Amounts determined in respect of each Calculation Date occurring prior to or on such date.
Protected Tranche Amount:	On any date, the greater of zero and an amount equal to: <ul style="list-style-type: none"> (a) the Initial Protected Tranche Amount; <i>minus</i> (b) the sum of the Cumulative Protected Tranche Loss Amount and the Cumulative Protected Tranche Amortisation Amount on such date.
Cumulative Protected Tranche Loss Amount:	On any date, an amount equal to the sum of each positive and negative Aggregate Seller Payment determined in respect of each Calculation Date occurring prior to or on such date.
Cumulative Protected Tranche Amortisation Amount:	On any date, an amount equal to the sum of all Protected Tranche Amortisation Amounts determined in respect of each Calculation Date occurring prior to or on such date.
Senior Tranche Amount:	On any date, the greater of zero and an amount equal to: <ul style="list-style-type: none"> (a) the Initial Senior Tranche Amount; <i>minus</i> (b) the sum of the Cumulative Senior Tranche Loss Amount and the Cumulative Senior Tranche Amortisation Amount on such date.
Cumulative Senior Tranche Loss Amount:	On any date, an amount equal to the sum of each positive and negative Senior Tranche Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.
Cumulative Senior Tranche	On any date, an amount equal to the sum of all Senior Tranche Amortisation Amounts determined

Amortisation Amount: in respect of each Calculation Date occurring prior to or on such date.

Amortisation Date: Each Cash Settlement Date.

Portfolio Amortisation Amount: In respect of each Amortisation Date falling on or prior to the Last Replenishment Date, an amount specified by the Buyer in its discretion, *provided that* such amount shall not exceed the amount by which the Maximum Reference Portfolio Notional Amount exceeds the Reference Portfolio Notional Amount, excluding the Reference Obligation Notional Amounts of all Non-Worked Out Reference Obligations.

In respect of each Amortisation Date falling after the Last Replenishment Date, an amount equal to the sum of all Reductions/Removals which occurred during the Calculation Period falling immediately prior to such Amortisation Date *minus* an amount equal to the aggregate Substitute RONA of all Substitutions which occurred on such Amortisation Date.

Subordination Event: A Subordination Event will occur if:

- (a) the Cumulative Credit Losses are greater than 1.50% of the Protected Reference Portfolio Amount (notwithstanding that the Cumulative Credit Losses may subsequently become equal or less than 1.50% of the Protected Reference Portfolio Amount); or
- (b) the Buyer at its sole discretion notifies the Seller in writing that the Cumulative Unmatured Losses are equal to or greater than the sum of the Protected Tranche Amount and the Threshold Amount (notwithstanding that the Cumulative Unmatured Losses may subsequently become less than the sum of the Protected Tranche Amount and the Threshold Amount).

For the avoidance of doubt, if a Subordination Event has occurred, the Threshold Amortisation Amount, Protected Tranche Amortisation Amount and Senior Tranche Amortisation Amount will from that time on be calculated on the basis that a Subordination Event has occurred regardless of

whether the circumstances which caused that Subordination Event to occur are still subsisting.

Cumulative Unmatured Losses:

On any date, an amount equal to:

- (a) the sum of all Defaulted Notional Amounts in respect of each Defaulted Reference Obligation which has not become a Worked Out Reference Obligation; *minus*
- (b) the sum of all Initial Credit Protection Amounts in respect of each Defaulted Reference Obligation which has not become a Worked Out Reference Obligation,

as at that date.

Cumulative Credit Losses:

On any date, an amount equal to the sum of:

- (a) all Initial Credit Protection Amounts; and
- (b) all positive Credit Protection Adjustment Amounts,

as at that date.

Threshold Amortisation Amount:

In respect of each Amortisation Date, the greater of zero and an amount equal to:

- (a) the Portfolio Amortisation Amount in respect of that Amortisation Date; *minus*
- (b) the sum of the Senior Tranche Amount and the Protected Tranche Amount immediately prior to that Amortisation Date.

Protected Tranche Amortisation Amount:

In respect of each Amortisation Date:

- (a) if a Subordination Event has not occurred prior to or on that Amortisation Date, an amount equal to the product of:
 - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; and
 - (ii) an amount equal to the greater of zero and:
 - (A) the Protected Tranche Amount immediately prior to such Amortisation Date;

divided by

- (B) the sum of the Protected Tranche Amount and the Senior Tranche Amount, in each case immediately prior to such Amortisation Date; and
- (b) if a Subordination Event has occurred prior to or on that Amortisation Date, the greater of zero and an amount equal to:
- (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; *minus*
 - (ii) the Senior Tranche Amount immediately prior to that Amortisation Date.

Senior Tranche Amortisation Amount:

In respect of each Amortisation Date:

- (a) if a Subordination Event has not occurred prior to or on that Amortisation Date, an amount equal to the product of:
- (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; and
 - (ii) an amount equal to the greater of zero and:
 - (A) the Senior Tranche Amount immediately prior to such Amortisation Date; *divided by*
 - (B) the sum of the Protected Tranche Amount and the Senior Tranche Amount, in each case immediately prior to such Amortisation Date; and
- (b) if a Subordination Event has occurred prior to or on that Amortisation Date, the lesser of:
- (i) the Portfolio Amortisation Amount in respect of that Amortisation Date;

and

- (ii) the Senior Tranche Amount immediately prior to that Amortisation Date.

3. **Optional Termination**

Designation of Optional Termination Date:

If a Regulatory Event or a Clean-up Event, occurs *provided that* an Initial Termination Date or the Protected Tranche Final Exhaustion Date has not already occurred, the Buyer may, by not less than 15 Business Days' written notice to the Seller (the "**Optional Termination Notice**") designate a Fixed Rate Payer Payment Date as the Optional Termination Date in respect of the Transaction.

Clean-up Event:

Any date of determination on which the Protected Reference Portfolio Notional Amount is equal to or less than 10% of the Protected Reference Portfolio Amount.

Regulatory Event:

Any of the following occurs:

- (a) the Buyer has not received before 7 August 2019 confirmation from any applicable regulator that the amount of regulatory capital which the Buyer is required to hold in respect of the Reference Portfolio is not materially greater than the amount of regulatory capital which the Protection Buyer anticipated being required to hold in respect of the Reference Portfolio as a consequence of entering into this Transaction and the Buyer notifies the Seller of its failure to obtain such confirmation;
- (b) a notification or other communication by any applicable regulatory or supervisory authority is received by the Buyer which states that the amount of regulatory capital which the Buyer is required to hold in respect of the Reference Portfolio is materially greater than the amount of regulatory capital which the Buyer anticipated being required to hold in respect of the Reference Portfolio as a consequence of entering into this Transaction (determined by reference to the regulatory requirements in force on the Effective

Date); or

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

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

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

"Revised Securitisation Framework" means:

- (i) Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending the Capital Requirements Regulation; and
- (ii) Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU)

No 575/2013.

4. Fixed Payments

- Fixed Payment Obligations: On each Fixed Rate Payer Payment Date:
- (i) if the Fixed Amount is a positive amount, the Buyer shall pay the Fixed Amount to the Seller; and
 - (ii) if the Fixed Amount is a negative amount, the Seller shall pay an amount equal to the absolute value of the Fixed Amount to the Buyer.
- Fixed Rate Payer Payment Dates: Each date falling one Business Day prior to a Cash Settlement Date. For the avoidance of doubt, the Fixed Rate Payer Payment Date in respect of a Fixed Rate Payer Calculation Period will be the final Business Day of such Fixed Rate Payer Calculation Period.
- Fixed Amount: In respect of each Fixed Rate Payer Payment Date, an amount equal to:
- (A) the sum of:
 - (a) the Fixed Component Amount in respect of that Fixed Rate Payer Payment Date;
 - (b) the Issuer Operating Expenses in respect of that Fixed Rate Payer Payment Date;
 - (c) the Issuer Taxes in respect of that Fixed Rate Payer Payment Date;
 - (d) the Subordinated Loan Amounts in respect of that Fixed Rate Payer Payment Date; and
 - (e) if, on such Fixed Rate Payer Payment Date, the Buyer is not the Deposit Bank, the absolute value of any negative interest charged on the Deposit Account in respect of such Fixed Rate Payer Calculation Period;

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

Fixed Component Amount: In respect of each Fixed Rate Payer Payment Date, an amount equal to the product of:

- (a) the Protected Tranche Amount on the first day of the Fixed Rate Payer Calculation Period ending on (but excluding) that Fixed Rate Payer Payment Date;
- (b) the Interest Rate; and
- (c) the Interest Rate Day Count Fraction.

Fixed Rate Payer Calculation Period: Each period from, and including, one Cash Settlement Date to, but excluding, the next following Cash Settlement Date, *provided that*, the first Fixed Rate Payer Calculation Period shall commence on, and include, the Effective Date and the final Fixed Rate Payer Calculation Period shall end on, but exclude, the Termination Date, unless the Termination Date falls on or before the Scheduled Termination Date, in which case the final Fixed Rate Payer Calculation Period shall end on, and include, the Termination Date.

Interest Rate: In respect of each Fixed Rate Payer Payment Date:

- (a) occurring prior to or on the Initial Termination Date, the sum of the Base Rate and 8.85%; and
- (b) occurring after the Initial Termination Date, means the Base Rate,

provided that if the Initial Termination Date occurs on a date that is not a Fixed Rate Payer Payment Date, the Fixed Rate for the first Fixed Rate Payer Payment Date falling after the Initial Termination Date shall be a percentage equal (i) the Base Rate and (ii) the product of:

- (1) 8.85%; and
- (2) the number of days from (and including) the previous Fixed Rate Payer Payment Date to (and including) the Initial Termination Date *divided by* the number of days in the Fixed Rate Payer Calculation Period ending on that Fixed Rate Payer Payment Date.

"Base Rate" means, in respect of a Fixed Rate Payer Payment Date, the Base Rate as defined in, and calculated in accordance with, the IM Conditions for the related Note Payment Date.

Fixed Rate Day Count Fraction:	Actual/360
Issuer Operating Expenses:	In respect of a Fixed Rate Payer Payment Date, an amount equal to the Gastos del Fondo (<i>Issuer Operating Expenses</i>) (as defined in section 15.2 of the Deed of Incorporation) payable by the Seller on the immediately following Cash Settlement Date.
Subordinated Loan Amounts:	In respect of a Fixed Rate Payer Payment Date, an amount equal to the sum of the principal and interest payable by the Seller on the immediately following Cash Settlement Date under the Subordinated Loan.
Issuer Taxes:	In respect of a Fixed Rate Payer Payment Date, an amount equal to the sum of any taxes, duties, charges, assessments or fees of any nature (including interest, penalties and additions thereto) which the Seller must pay or retain for payment on the immediately following Cash Settlement Date.
Financial Intermediation Fee:	On each Cash Settlement Date, the Seller shall pay to the Buyer an amount equal to the excess (if any) of the balance standing to the credit of the Issuer Account once all other payments and retentions to be made by the Seller on such Cash Settlement Date have been made, over the Principal Balance of the Notes once redeemed or reduced on such Cash Settlement Date in accordance with Clause 9.9.3 of the Deed of Incorporation.

5. **Floating Payment**

Conditions to Settlement: Credit Event Notice

Additional Condition to Settlement

Notifying Party: Buyer

Credit Event Notice: Section 3.3 of the 2003 Definitions shall be deleted and replaced with the following:

"Credit Event Notice.

"Credit Event Notice" means an irrevocable notice in writing from the Notifying Party to the Seller, Calculation Agent and Management Company signed by two Managing Directors (or other substantially equivalent title) that describes a Credit Event that occurred at or after 12:01 a.m., Madrid Time, on the Effective Date and at or prior to 11:59 p.m., Madrid Time, on the latest of:

- (a) the earlier of the Initial Termination Date and the Termination Date; and
- (b) the last day of the Notice Delivery Period if:
 - (i) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurs after the Initial Termination Date; and
 - (ii) the Potential Failure to Pay with respect to such Failure to Pay occurs at or prior to 11:59 p.m., Madrid Time, on the Initial Termination Date.

A Credit Event Notice must contain (a) information that confirms and describes in reasonable detail the occurrence of the relevant Credit Event on or after the Effective Date, (b) confirmation from the Buyer of the occurrence of such Credit Event, and (c) the Initial Credit Protection Amount for each Reference Obligation in respect of which such Credit Event occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective. A Credit Event Notice shall be subject to the requirements

regarding notices set forth in Section 1.10."

Notwithstanding Section 3.2(b) of the 2003 Definitions, the Credit Event Notice Condition to Settlement may only be satisfied by the delivery during the Notice Delivery Period by the Buyer to the Seller of a Credit Event Notice.

Additional Condition to Settlement:

Notwithstanding anything to the contrary in Section 3.2 of the 2003 Definitions, if a Reference Obligation is an Initial Verifiable Reference Obligation, it shall constitute an Additional Condition to Settlement that the Independent Accountants deliver to the Seller a notice (the "**Accountants' Notice**") verifying, in accordance with the Agreed Upon Procedures:

- (a) that the Credit Event identified in the relevant Credit Event Notice occurred during the Notice Delivery Period;
- (b) the calculation of the Initial Credit Protection Amount;
- (c) that the Defaulted Notional Amount on the Event Determination Date was not greater than 95% of the aggregate outstanding principal amount of the Reference Obligation to which the Relevant Lender is exposed on the Event Determination Date (which amount shall exclude any amount in respect of which the Relevant Lender has entered into any other hedging or credit protection arrangements *provided that*, for this purpose, (i) where the Relevant Lender is a Securitisation Issuer, any securities issued by that Securitisation Issuer shall not constitute a hedge or credit protection arrangement and (ii) any guarantees forming part of the finance documentation with respect to such Reference Obligation shall not constitute hedging or credit protection arrangements);
- (d) if the Relevant Lender in respect of the Reference Obligation is a Securitisation Issuer, that on the Event Determination Date for that Reference Obligation the Securitisation Retained Amount in respect of the relevant Securitisation was not less than the Securitisation Alignment Amount

in respect of that Securitisation;

- (e) that the Independent Accountants have previously verified that such Reference Obligation complied with the Eligibility Criteria as at the Relevant Date;
- (f) that the Buyer is, and has at all times since the Trade Date been, in compliance with the undertaking set out in Section 14(c) (*Additional Representations and Agreements of the Parties*); and
- (g) that the relevant Reference Obligation was included in the Reference Portfolio on the date on which the Credit Event occurred,

provided that, where the Independent Accountants require the Seller and/or the Management Company to enter into a hold harmless arrangement substantially in the form agreed between the Seller and the Buyer prior to the execution of this Transaction as a condition to the Seller or the Management Company (as applicable) receiving the Accountants' Notice and the Seller or the Management Company (as applicable) fails to enter into such arrangements, this Additional Condition to Settlement shall be deemed to have been satisfied by delivery of the Accountants' Notice to the other recipients only.

The Accountants' Notice delivered to the Seller and the Buyer shall be conclusive and binding for all purposes, absent manifest error.

For the avoidance of doubt, no Reference Obligation shall be a Defaulted Reference Obligation unless the Conditions to Settlement Satisfaction Date has occurred (irrespective of whether or not it is an Initial Verifiable Reference Obligation).

Securitisation:

In respect of a Reference Obligation the Relevant Lender of which is a Securitisation Issuer, the securitisation transaction entered into by that Securitisation Issuer.

Securitisation Issuer:

In respect of a Reference Obligation, a Relevant Lender that is a special purpose vehicle or other entity which has issued securities the performance and/or redemption of which is linked to the

performance of a portfolio of obligations which includes such Reference Obligation.

Securitisation Alignment
Amount:

In respect of a Securitisation, on any date, an amount equal to the sum of the outstanding principal amount of each Reference Obligation in respect of which the Relevant Lender at that time is the relevant Securitisation Issuer.

Securitisation Retained
Amount:

In respect of each Securitisation, on any date, an amount equal to:

- (a) the aggregate of the outstanding principal amount of the notes outstanding in respect of that Securitisation; *minus*
- (b) the sum of:
 - (i) the sum of the outstanding principal amount of (1) one or more classes of notes any portion of which are sold to any party other than Banco Santander S.A. or any of its Affiliates unless all such notes are the subject of any repurchase transaction in respect of which either Banco Santander S.A. or any of its Affiliates or a special purpose vehicle or other entity which is part of the Banco Santander S.A. consolidated accounting group is under an obligation to repurchase such notes at a pre-determined price and (2) any tranches of notes ranking pari passu with or senior to the notes referred to in (1); and
 - (ii) without double-counting one or more classes of notes referred to in sub-paragraph (i), the aggregate of the outstanding principal amount (1) of any class of notes in respect of that Securitisation in respect of which Santander or any of its Affiliates or a special purpose vehicle or other entity which is part of the Banco Santander S.A. consolidated accounting group has purchased credit protection or entered into any other agreement to transfer the credit risk in respect of

any portion of such notes and (2) any tranches of notes ranking *pari passu* with or senior to the notes referred to in (1) above.

- Initial Verifiable Reference Obligation:
- (a) Each Determined Reference Obligation in respect of which the Initial Credit Protection Amount in respect of that Reference Obligation is greater than EUR 200,000; and
 - (b) where the Threshold Amount has been reduced to zero, each Determined Reference Obligation in respect of which:
 - (i) the Independent Accountants select that Reference Obligation to be an Initial Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Event Determination Date; or
 - (ii) the Seller has requested that Reference Obligation to be an Initial Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Event Determination Date, *provided that* the Seller may only make such a request if it has been requested to do so by a Noteholder who has undertaken to the satisfaction of the Management Company to pay for all costs and expenses arising from such request.

Selection of Initial Verifiable Reference Obligations: The Buyer will, from time to time, procure that the Independent Accountants randomly select, from all Reference Obligations in respect of which an Initial Credit Protection Amount which is less than or equal to EUR 200,000 has been determined since the last time they made such a selection (or, in the case of the initial selection, since the Effective Date) (an "**Initial Batch**"), at least 5% of such Reference Obligations to be Initial Verifiable Reference Obligations.

Notwithstanding the above, in respect of a Determined Reference Obligation, the Seller may at any time on or prior to the Calculation Date

immediately following the applicable Event Determination Date (if so instructed by the Management Company in accordance with the Conditions of the Notes), request that such Determined Reference Obligation be an Initial Verifiable Reference Obligation.

Conditions to Settlement
Satisfaction Date:

In respect of a Determined Reference Obligation:

- (a) if that Reference Obligation is an Initial Verifiable Reference Obligation, the date on which the Accountant's Notice in respect of that Reference Obligation is delivered to the Seller; and
- (b) if that Reference Obligation is not an Initial Verifiable Reference Obligation, if there are other Reference Obligations within the same Initial Batch to which that Reference Obligation belongs which are Initial Verifiable Reference Obligations, the date on which the Conditions to Settlement Satisfaction Date has occurred with respect to all Initial Verifiable Reference Obligations that are selected by the Independent Accountants from the Initial Batch to which that Reference Obligation belongs at such time pursuant to the Selection of Initial Verifiable Reference Obligations provision; or
- (c) if neither sub-paragraph (a) nor (b) above apply with respect to such Determined Reference Obligation, the Event Determination Date.

Where the Independent Accountants do not deliver an Accountants' Notice with respect to an Initial Verifiable Reference Obligation (the "**Failed Initial Verifiable Reference Obligation**") for any reason:

- (a) the Buyer may procure that the Independent Accountants verify each Reference Obligation that is not an Initial Verifiable Reference Obligation and which was part of the same Initial Batch as the Failed Initial Verifiable Reference Obligation (a "**Related Non-Verifiable Reference Obligation**"), and

the Conditions to Settlement Satisfaction Date with respect to each such Related Non-Verifiable Reference Obligation shall occur upon the delivery of an Accountants' Notice with respect to such Related Non-Verifiable Reference Obligation; and

- (b) if the Buyer is subsequently able to rectify the issue which led to the Independent Accountants being unable to deliver an Accountants' Notice with respect to that Failed Initial Verifiable Reference Obligation, the Buyer may request that the Independent Accountants deliver an Accountants' Notice with respect to such Failed Initial Verifiable Reference Obligation, and upon such delivery, the Conditions to Settlement Satisfaction Date shall occur with respect to such Failed Initial Verifiable Reference Obligation.

Satisfaction of Conditions to Settlement:

Other than where a Reference Obligation is a Cured Reference Obligation, the Conditions to Settlement may (subject as provided below) only be satisfied once in relation to each Reference Obligation. However, the Conditions to Settlement can be satisfied more than once in relation to the Reference Portfolio and the Transaction. For the avoidance of doubt, the Buyer may deliver a Credit Event Notice in relation to a Cured Reference Obligation (where the relevant cure relates to a previous, separate event).

If the Conditions to Settlement are satisfied for a Reference Obligation, such Reference Obligation shall be removed from the Reference Portfolio on becoming a Worked Out Reference Obligation, except in respect of a Failure to Pay Credit Event where, upon becoming a Worked Out Reference Obligation, the Reference Obligation was a Cured Reference Obligation.

Notice Delivery Period:

The definition of "Notice Delivery Period" set out in Section 1.9 of the 2003 Definitions shall be deleted and replaced by the following: "**Notice Delivery Period**" means the period commencing on and including the Effective Date and ending on and including the Initial Termination Date, *provided that*, if a Potential Credit Event Notice

has been delivered in respect of any Reference Obligation on or prior to the earlier of the Initial Termination Date and the Termination Date, the Notice Delivery Period in respect of such Reference Obligation shall be extended to and include the day falling 90 days after the Initial Termination Date."

Potential Credit Event Notice:

The Buyer may on or prior to the Initial Termination Date deliver to the Seller a written notice (such notice, a "**Potential Credit Event Notice**") that contains information that confirms in reasonable detail the occurrence of a Potential Failure to Pay on or after the Effective Date and on or prior to the Initial Termination Date in respect of a Reference Obligation.

Potential Failure to Pay:

Section 1.13 of the 2003 Definitions is deleted and replaced with the following:

"Potential Failure to Pay.

"Potential Failure to Pay" means the failure by a Reference Entity in respect of a Reference Obligation to make, when and where due, any payments with respect to such Reference Obligation, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Reference Obligation, in accordance with the terms of such Reference Obligation at the time of such failure."

Credit Events:

The following Credit Events shall apply to this Transaction:

Bankruptcy

Failure to Pay

Restructuring

Obligations:

Reference Obligations Only

Section 2.30 of the 2003 Definitions shall not apply to this Agreement.

Section 2.31 of the 2003 Definitions shall not apply to this Agreement.

Failure to Pay:

Section 4.5 of the 2003 Definitions is deleted and replaced with the following:

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

Restructuring:

Section 4.7 of the 2003 Definitions is deleted and replaced with the following:

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

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

and occurs in circumstances where such event directly or indirectly results from a deterioration in the creditworthiness or financial condition of the Reference Entity and **provided further that** the Buyer shall procure certification of a managing director of the Relevant Lender that such Restructuring is agreed with the intent referred to in the preceding paragraph (b).

Defaulted Reference Obligation:

A Reference Obligation in respect of which the Conditions to Settlement Satisfaction Date has occurred and which is not a Cured Reference Obligation.

Determined Reference Obligation:

A Reference Obligation in respect of which an Event Determination Date has occurred.

Non-Worked Out Reference

A Reference Obligation (i) which is a Determined Reference Obligation or (ii) in respect of which a

Obligation: Potential Credit Event Notice has been delivered but which, in either case, has not yet become a Verified Reference Obligation.

Defaulted Notional Amount: In respect of a Defaulted Reference Obligation, an amount equal to the lesser of:

- (a) the Protected Reference Obligation Notional Amount in respect of that Defaulted Reference Obligation; and
- (b) 95% of the aggregate outstanding principal amount of the Reference Obligation to which the Relevant Lender is exposed on the Event Determination Date.

Relevant Lender: In respect of a Reference Obligation, the person that is the lender of record of such Reference Obligation, being one of:

- (a) the Buyer;
- (b) any credit institution other than the Buyer or any regulated lending institution (*establecimiento financiero de crédito*) which, in both cases, is part of the Banco Santander S.A. consolidated accounting group; and
- (c) a special purpose vehicle or other entity (whether or not such entity is incorporated) which is part of the Banco Santander S.A. consolidated accounting group,

as determined by the Buyer for the purposes of this Transaction.

6. Settlement Terms

Settlement Method: Cash Settlement. Article VII of the 2003 Definitions shall not apply to this Agreement and the following alternative provisions shall apply in place thereof.

Section 3.1 of the 2003 Definitions shall be deleted and replaced with the following:

"Upon the occurrence of a Credit Event in respect of a Reference Obligation, and satisfaction of all the Conditions to Settlement (including, for the avoidance of doubt, the Additional Condition to Settlement), the parties shall perform their

respective obligations in accordance with the Settlement Method."

Cash Settlement Date: 20 February, 20 May, 20 August and 20 November in each year from (and including) 20 November 2018 to (and including) the Termination Date, and, where the Termination Date would otherwise not be a Cash Settlement Date, the Termination Date.

Calculation Date: In respect of each Cash Settlement Date, the Business Day falling five Business Days prior to that Cash Settlement Date.

Calculation Period: In respect of any Calculation Date, the period from (and including) the first date of the month in which the immediately preceding Calculation Date occurred (or, in the case of the first Calculation Date, the period from and including the Effective Date) to (but excluding) first date of the month in which such Calculation Date occurs.

Calculation of Aggregate Seller Payment: On each Calculation Date, the Calculation Agent shall calculate the Aggregate Seller Payment in respect of the Calculation Period ending immediately prior to such Calculation Date.

Where the Aggregate Seller Payment is greater than zero, the Aggregate Seller Payment shall be paid by the Seller to the Buyer on the applicable Cash Settlement Date.

Where the Aggregate Seller Payment is less than zero, the Buyer shall pay to the Seller on the Business Day immediately preceding the applicable Cash Settlement Date an amount equal to the absolute value of the Aggregate Seller Payment.

For the avoidance of doubt, the Aggregate Seller Payments for any Calculation Period shall not exceed the Protected Tranche Amount at the beginning of such Calculation Period.

Threshold Loss Allocation: In respect of each Calculation Date:

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

(i) the Current Period Loss Adjustment; and

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

expressed as a negative amount.

Aggregate Seller Payment: In respect of each Calculation Date:

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

Allocation for that Calculation Date;
and

- (ii) the Cumulative Protected Tranche Loss Amount immediately prior to that Calculation Date,

expressed as a negative amount,

in each case notified to the Seller by the Calculation Agent.

Senior Tranche Loss Allocation:

In respect of each Calculation Date:

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

- (i) the greater of (A) zero and (B) the Current Period Loss Adjustment *minus* the sum of the Threshold Loss Allocation and the Aggregate Seller Payment on that Calculation Date; and

- (ii) the Senior Tranche Amount on that Calculation Date (prior to giving effect to any adjustment to the Senior Tranche Amount on that Calculation Date); and

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

- (i) the absolute value of the Current Period Loss Adjustment; and

- (ii) the Cumulative Senior Tranche Loss Amount immediately prior to that Calculation Date,

expressed as a negative amount.

Current Period Loss Adjustment:

In respect of each Cash Settlement Date, an amount equal to:

- (a) the aggregate of all Initial Credit Protection Amounts in respect of Defaulted Reference Obligations for which the Conditions to Settlement Satisfaction Date occurred in the

Calculation Period ending immediately prior to such Cash Settlement Date; *plus*

- (b) the aggregate of all positive and negative Credit Protection Adjustment Amounts in respect of Verified Reference Obligations for which the Verification Date occurred in the Calculation Period ending immediately prior to such Cash Settlement Date; *minus*
- (c) the aggregate of any Late Recovery Amounts received in the Calculation Period ending immediately prior to such Cash Settlement Date.

For the avoidance of doubt the Current Period Loss Adjustment may be either positive or negative.

Seller Payment(s):

In respect of a Defaulted Reference Obligation each of the Initial Credit Protection Amount and the Credit Protection Adjustment Amount in respect of that Defaulted Reference Obligation.

Initial Credit Protection Amount:

In respect of a Defaulted Reference Obligation, an amount equal to the product of:

- (a) the Defaulted Notional Amount; and
- (b) the Regulatory Capital LGD in respect of that Defaulted Reference Obligation.

Regulatory Capital LGD:

In respect of a Defaulted Reference Obligation, the loss given default (expressed as a percentage) used by the Buyer for the purpose of its regulatory capital calculations immediately prior to the Event Determination Date in respect of that Defaulted Reference Obligation (and not, for the avoidance of doubt, the expected loss best estimate calculated after the Event Determination Date in respect of that Defaulted Reference Obligation), *provided that* for the purpose of determining the Regulatory Capital LGD of a Defaulted Reference Obligation, the Buyer shall disregard any adjustments to the loss given default of such Defaulted Reference Obligation which occurred as a result of:

- (i) any obligation of that Reference Entity becoming a Related Defaulted Obligation; or

- (ii) the Relevant Lender having previously determined that an event of default is likely to occur in respect of that Defaulted Reference Obligation.

"Related Defaulted Obligation" means, in respect of any Defaulted Reference Obligation, an obligation in respect of which an event of default occurred prior to the Event Determination Date for the Defaulted Reference Obligation (and which has not been cured prior to the Event Determination Date) or an obligation in respect of which the Relevant Lender has determined that an event of default is likely to occur, and in each case which has:

- (i) the same Relevant Lender as the Defaulted Reference Obligation; and
- (ii) the same Reference Entity as the Defaulted Reference Obligation.

Credit Protection Adjustment Amount: In respect of a Worked Out Reference Obligation, an amount (which may be positive or negative) equal to:

- (a) the Worked Out Credit Protection Amount in respect of that Worked Out Reference Obligation; *minus*
- (b) the Initial Credit Protection Amount in respect of that Worked Out Reference Obligation.

Worked Out Credit Protection Amount: In respect of a Worked Out Reference Obligation which is not a Cured Reference Obligation, an amount equal to:

- (a) the Defaulted Notional Amount in respect of such Worked Out Reference Obligation; *minus*
- (b) the Total Recoveries in respect of such Worked Out Reference Obligation.

In respect of a Worked Out Reference Obligation which is a Cured Reference Obligation, zero.

Worked Out Reference Obligation: A Defaulted Reference Obligation in respect of which the Work-Out Completion Date has occurred.

Work-Out Completion Date: In respect of a Defaulted Reference Obligation, the earliest to occur of:

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

Work-Out Period: In respect of a Defaulted Reference Obligation, the period from (and including) the Event Determination Date to (and including) the Work-Out Completion Date.

Final Estimated Recoveries Obligation: A Defaulted Reference Obligation in respect of which the Work-Out Completion Date occurs on the Long-Stop Date.

Total Recoveries: In respect of a Worked Out Reference Obligation:

- (a) if such Worked Out Reference Obligation is not a Final Estimated Recoveries Obligation, the aggregate of all Recoveries in respect of such Worked Out Reference

Obligation; and

- (b) if such Worked Out Reference Obligation is a Final Estimated Recoveries Obligation, the Estimated Recoveries in respect of such Worked Out Reference Obligation.

Recoveries:

With respect to any Defaulted Reference Obligation, the sum of each of the following amounts received or applied by the Relevant Lender following the Event Determination Date in respect of amounts of principal owing in respect of such Defaulted Reference Obligation:

- (a) any amounts of principal paid or repaid in respect of (i) such Reference Obligation or (ii) any replacement obligation which may be entered into following the Credit Event (or, in the case of a Reference Obligation that is subject to a guarantee, such Reference Obligation and guarantee) by or on behalf of the Reference Entity or any applicable guarantor;
- (b) any amounts in respect of which the Relevant Lender has successfully exercised against the Reference Entity or any applicable guarantor of such Defaulted Reference Obligation a right of set-off in respect of amounts of principal due under such Defaulted Reference Obligation (or, in the case of a Reference Obligation that is subject to a guarantee, such Reference Obligation and guarantee) and/or any amounts in respect of which the Reference Entity or guarantor of such Defaulted Reference Obligation has successfully exercised a right of set-off against any Relevant Lender of such Defaulted Reference Obligation in respect of amounts of principal due under such Defaulted Reference Obligation or guarantee;
- (c) the sale or other proceeds from any sale of the Reference Obligation, or from the enforcement of the Reference Collateral (after deduction of all fees, taxes, foreclosure and other enforcement expenses (including legal costs) which are attributable to enforcement of a principal amount of the Defaulted Reference Obligation equal to the

Protected Reference Obligation Notional Amount); and

- (d) (to the extent not included in (c) above) any payments in respect of principal received by the Relevant Lender of such Defaulted Reference Obligation in respect of any other security, including any related insurance policies, endowment policies or mortgage indemnity guarantees (if any).

If the Relevant Lender receives payment from the related Reference Entity in respect of more than one obligation of such Reference Entity (including the Defaulted Reference Obligation), Recoveries shall, except to the extent required otherwise by law and except to the extent provided otherwise in the documentation relating to the relevant obligations), be allocated *pro rata* to each such obligation of such Reference Entity (including each Defaulted Reference Obligation of such Reference Entity) by reference to the outstanding principal amounts of each such obligation on the Event Determination Date.

If the Defaulted Notional Amount of a Defaulted Reference Obligation is less than the outstanding principal amount of such Defaulted Reference Obligation, on the Event Determination Date, Recoveries shall be allocated on a *pro rata* basis to the Defaulted Reference Obligation by reference to the proportion which the Defaulted Notional Amount of the Defaulted Reference Obligation bears to the total outstanding principal amount of the Defaulted Reference Obligation on the Event Determination Date.

Reference Collateral:

With respect to any Defaulted Reference Obligation, any pledge, mortgage, indemnity, guarantee or any other security interest granted directly or indirectly for the benefit of the Relevant Lender.

If Reference Collateral is given as security for more than one obligation (including such Defaulted Reference Obligation), Recoveries in respect of such Reference Collateral shall (except to the extent required otherwise by law and except to the extent provided otherwise in the documentation relating to the relevant obligations) be allocated *pro rata* among the obligations in respect of which

Reference Collateral has been given determined by reference to the outstanding principal amount of the relevant obligations on the Event Determination Date.

Estimated Recoveries: In respect of a Final Estimated Recoveries Obligation, an amount equal to the sum of:

- (a) the Recoveries which have been received or applied by the Relevant Lender prior to the Work-Out Completion Date; and
- (b) the amount which the Calculation Agent estimates would constitute future Recoveries.

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

For the avoidance of doubt, if the Defaulted Notional Amount of the applicable Worked Out Reference Obligation was less than the outstanding principal amount of such Worked Out Reference Obligation on the Event Determination Date occurred and/or the Relevant Lender receives payment from the related Reference Entity in respect of more than one obligation of such Reference Entity (including the Defaulted Reference Obligation), any Late Recovery Amount shall, except to the extent required otherwise by law and except to the extent provided otherwise in the documentation relating to the relevant obligations), be allocated *pro rata* to each such obligation of such Reference Entity (including each Defaulted Reference Obligation of such Reference Entity) by reference to the outstanding principal amounts of each such obligation on the Event Determination Date.

7. Verification

Appointment of Independent Accountants: The Buyer confirms that the Independent Accountants have been validly appointed (and have accepted such appointment), on or prior to the

Effective Date.

Verification of Reference Portfolio:

On or as soon as reasonably practicable following (but no later than 20 Business Days after):

- (a) the Trade Date; and
- (b) each Replenishment Date,

the Buyer shall procure that the Independent Accountants confirm to each of the Seller and the Buyer that as at the Relevant Date: (i) each Reference Obligation complied with the Eligibility Criteria, and (ii) subject to the PG Breach Exception in respect of a Replenishment Date, the Reference Portfolio on such Relevant Date complied with the Portfolio Guidelines.

For the avoidance of doubt, a failure by the Independent Accountants to make the necessary confirmations in accordance with the requirements set out in the paragraph immediately above, will not entitle the Seller, to designate an Event of Default pursuant to Section 5(a)(ii) of the Agreement or otherwise.

Relevant Date:

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

Verification of Credit Protection Adjustment Amount:

Following the Work-Out Completion Date in respect of a Worked Out Reference Obligation which is a Final Verifiable Reference Obligation, the Calculation Agent shall cause the Independent Accountants to deliver to the Seller, the Buyer and the Calculation Agent a notice (the "**Verification Notice**") verifying, in accordance with the Agreed Upon Procedures, the calculation of the Credit Protection Adjustment Amount (including each component thereof), *provided that*, where the Independent Accountants require the Seller to enter into a hold harmless arrangement substantially in the form agreed between the Seller and the Buyer

prior to the execution of this Transaction as a condition to the Seller receiving the Verification Notice and the Seller fails to enter into such arrangements, this verification requirement shall be deemed to have been satisfied by the delivery of a Verification Notice to the Buyer only.

Final Verifiable Reference Obligation:

- (a) Each Worked Out Reference Obligation in respect of which the Worked Out Credit Protection Amount in respect of that Worked Out Reference Obligation is greater than EUR 200,000; and
- (b) where the Threshold Amount has been reduced to zero, each Worked Out Reference Obligation in respect of which:
 - (i) the Independent Accountants select that Worked Out Reference Obligation to be a Final Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Work-Out Completion Date; or
 - (ii) the Seller has requested that Reference Obligation to be a Final Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Work-Out Completion Date, *provided that* the Seller may only make such a request if it has been requested to do so by a Noteholder who has undertaken to the satisfaction of the Management Company to pay for all costs and expenses arising from such request.

Selection of Final Verifiable Reference Obligations:

The Buyer will, from time to time, procure that the Independent Accountants randomly select, from all Worked Out Reference Obligations in respect of which a Work-Out Credit Protection Amount which is less than or equal to EUR 200,000 has been determined since the last time they made such selection (a "**Final Batch**"), at least 5% of such Reference Obligations to be Final Verifiable Reference Obligations.

Notwithstanding the above, in respect of a Determined Reference Obligation, the Seller may

at any time on or prior to the Calculation Date immediately following the applicable Work-Out Completion Date (if so instructed by the Management Company in accordance with the Conditions of the Notes), request that such Determined Reference Obligation be a Final Verifiable Reference Obligation.

Verification Date:

In respect of a Worked Out Reference Obligation:

- (i) if that Worked Out Reference Obligation is a Final Verifiable Reference Obligation, the date on which the Verification Notice in respect of that Worked Out Reference Obligation is delivered to the Seller; and
- (ii) if that Worked Out Reference Obligation is not a Final Verifiable Reference Obligation, the date on which the Verification Date has occurred with respect to all Final Verifiable Reference Obligations that are selected by the Independent Accountants from the Final Batch to which that Worked Out Reference Obligation belongs at such time pursuant to the Selection of Final Verifiable Reference Obligations provision; or
- (iii) if neither sub-paragraph (i) nor (ii) above apply with respect to such Worked Out Reference Obligation, the Work-Out Completion Date.

Where the Independent Accountants do not deliver a Verification Notice with respect to a Final Verifiable Reference Obligation (the "**Failed Final Verifiable Reference Obligation**") for any reason:

- (i) the Buyer may procure that the Independent Accountants verify each Worked Out Reference Obligations that is not a Final Verifiable Reference Obligation and which was part of the same Final Batch as the Failed Final Verifiable Reference Obligation (a "**Related Non-Verifiable Final Reference Obligation**"), and the Verification Date with respect to each such Related Non-Verifiable Final Reference Obligation shall occur upon the delivery of a Verification Notice with respect to such Worked Out Reference Obligation; and

- (ii) the Buyer may correct the its calculation of the Credit Protection Adjustment Amount and request that the Independent Accountants to deliver a Verification Notice with respect to such Failed Final Verifiable Reference Obligation, and upon such delivery, the Verification Date shall occur with respect to such Failed Final Verifiable Reference Obligation.

Verified Reference
Obligation:

A Worked Out Reference Obligation in respect of which the Verification Date has occurred.

Agreed Upon Procedures:

The procedures to be carried out by the Independent Accountants under the Transaction on substantially the terms set out in Annex 2 (*Agreed Upon Procedures*) of this Confirmation as agreed between the Buyer and Independent Accountants in a letter agreement to be dated on or about the Effective Date (the "**Letter Agreement**"). The Agreed Upon Procedures may be amended or replaced from time to time as agreed between the Buyer and the Independent Accountants, *provided that* such amendments or replacements will not result in any material difference to the procedures as set out in the Letter Agreement (including, for the avoidance of doubt, there being no amendments or replacements which would result in any material difference in respect of:

- (a) the delivery of any Accountants' Notice and the verification of certain matters therein for the purpose of satisfying the Additional Condition to Settlement;
- (b) the delivery of any Verification Notice; and
- (c) the verification of the calculations by the Calculation Agent of any Seller Payment (including, for the avoidance of doubt, any Worked Out Credit Protection Amount, Initial Credit Protection Amount and/ or Credit Protection Adjustment Amount) and Late Recovery Amounts).

The Buyer shall provide the Seller with no less than five (5) Business Days' notice of any change to the Agreed Upon Procedures.

Independent Accountants:

PricewaterhouseCoopers, S.L. or such other firm of independent accountants of internationally

recognised standing as may be appointed by the Calculation Agent from time to time.

8. **Account and Contact Details**

Account Details of Seller:

IBAN: ES31 0049 5033 5928 1607 5386

Bank Name: Banco Santander S.A.

Account Details of Buyer:

Swift Code: BSCHEM33

Bank Name: Banco Santander S.A.

Account Number: ES35 0049 5493 3629 1999 9999

Contact Details for Buyer: As set out in Part 4(a) of the Schedule to this Agreement.

Contact Details for Seller: As set out in Part 4(a) of the Schedule to this Agreement.

9. **Offices**

Seller: Madrid

Buyer: Madrid

10. **Reference Register**

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

- (i) the reference number of each Reference Obligation (including, for the avoidance of doubt, any Non-Worked Out Reference Obligations);
- (ii) the Reference Entity ID of each Reference Entity;
- (iii) the 2009 CNAE Classification (including both the code and the description) of each Reference Entity;
- (iv) the geographical region in which each Reference Entity is situated;
- (v) the reference number of any group to which each Reference Entity belongs (Reference Entity Group ID);

- (vi) the details of each Reference Obligation (including the scheduled maturity date and, in the case of Reference Obligation secured by real estate, the loan to value ratio);
- (vii) the outstanding principal of each Reference Obligation;
- (viii) the Reference Obligation Notional Amount of each Reference Obligation under the heading "RONA";
- (ix) the Protected Reference Obligation Notional Amount of each Reference Obligation;
- (x) with respect to each Reference Obligation, whether a Credit Event has occurred in relation to such Reference Obligations and the nature of such Credit Event;
- (xi) the Regulatory Capital LGD of each Reference Obligation;
- (xii) the date on which the Reference Obligation was originated;
- (xiii) the PD of each Reference Obligation;
- (xiv) the "*probability of default*" (within the meaning given to such term in Section 4.1(55) of the CRR) of the relevant Reference Entity of each Reference Obligation (excluding the probability of default of any protection provider);
- (xv) whether the Relevant Lender in respect of a Reference Obligation is a Securitisation Issuer and, if so, the relevant Securitisation;
- (xvi) where the Relevant Lender or the servicer in respect of a Reference Obligation is the Buyer, whether it is classified in the systems of the Relevant Lender as "Ceci Extinguir", "Ceci Afianzar", "Ceci Reducir" or "Ceci Seguir";
- (xvii) the original principal balance of the Reference Obligation;
- (xviii) the amortization type of each Reference Obligation;
- (xix) the grace period end date (as applicable) for each Reference Obligation;
- (xx) the real estate type of the Reference Obligation;
- (xxi) the amount (if any) in arrears for each Reference Obligation;
- (xxii) if the Reference Obligation is in arrears, the number of days in arrears; and
- (xxiii) the segment (rating system) used in relation to each Reference Obligation.

The Buyer will update the Reference Register on a monthly basis in order to reflect any Reduction/Removal resulting in changes to the Protected Reference Obligation Notional Amount of any Reference Obligation or any other change to the Reference Register details since the Cut-Off Date or the date of the most recent monthly update, as the case may be. The Buyer shall, not later than the 8th calendar day of each

calendar month, deliver to the Seller a copy of the Reference Register updated as of the last day of the preceding calendar month.

11. **Reference Portfolio Report**

The Buyer shall, not later than the 3rd Business Day immediately preceding each Cash Settlement Date deliver to the Seller a report (the "**Reference Portfolio Report**") disclosing in respect of the immediately preceding Fixed Rate Payer Calculation Period each of the items listed below, and the Seller shall, not later than the 10th calendar day following each Cash Settlement Date make available on its website www.santanderdetitulizacion.com such Reference Portfolio Report:

- (i) the most recent Reference Register available at the end of such Calculation Period;
- (ii) each Reference Entity and Reference Obligation in respect of which a Credit Event Notice has been delivered during the relevant Calculation Period;
- (iii) each Reference Obligation that has become a Defaulted Reference Obligation during the relevant Calculation Period;
- (iv) any Seller Payments calculated in respect of any Defaulted Reference Obligations during the relevant Calculation Period;
- (v) the Aggregate Seller Payment (if any) payable by the Seller on the next Cash Settlement Date;
- (vi) the Threshold Amount and Protected Tranche Amount on the last day of such Calculation Period;
- (vii) details of any Threshold Amortisation Amount and Protected Tranche Amortisation which may have been determined on the Amortisation Date immediately following the last day of the relevant Calculation Period;
- (viii) details of any Subordination Event and any rating downgrade of the Deposit Bank below the Required Rating, in each case that occurred during the relevant Calculation Period;
- (ix) details of the Risk Retention in respect of the Reference Portfolio; and
- (x) any other information as the Buyer deems appropriate.

Except for the Reference Portfolio Report, the Seller shall not be entitled to receive from the Buyer any information regarding the Reference Entities or the Reference Obligations from time to time designated on the Reference Register.

12. **Calculation Agent**

The Calculation Agent shall make such calculations and determinations and perform such duties and actions that are contemplated to be calculated, determined or performed by the Calculation Agent under this Agreement. All such calculations, determinations, duties and actions shall be performed by the Calculation Agent in

good faith and in a commercially reasonable manner. It is acknowledged by the Buyer and the Seller that the Calculation Agent has agreed to become party to this Confirmation solely in relation to the obligations it will perform as Calculation Agent hereunder.

13. **Notices**

The Buyer will send a copy of all notices and communications that are sent to the Seller.

14. **Additional Representations and Agreements of the Parties:**

- (a) On the date hereof each party represents to the other party that:
- (i) in connection with this Transaction, neither the other party nor any of the other party's Affiliates has made any representation whatsoever with respect to any Reference Entity or any Reference Obligation on which it is relying;
 - (ii) it is entering into this Transaction for either investment, financial intermediation, hedging or other commercial purposes and solely for the purposes of carrying on its business;
 - (iii) it is acting as principal and not as agent of any other person in connection with this Transaction;
 - (iv) it is acting for its own account, and it has made its own independent decision to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary;
 - (v) it is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction;
 - (vi) this Transaction is not intended to be and does not constitute a contract of surety, insurance, assurance or indemnity and it is not a contract of utmost good faith and no principles of contribution and/or subrogation will apply with respect to payments hereunder and that their obligations in respect thereof are not conditional or dependent upon or subject to the Buyer having any title ownership or interest (whether legal, equitable or economic) in any Reference Obligation;
 - (vii) it has not received from the other party any assurance or guarantee as to the expected results of this Transaction;
 - (viii) it is capable of assessing the merits of and understanding (on its behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction;

- (ix) it is capable of assuming, and assumes, the financial and other risks of this Transaction; and
 - (x) the other party is not acting as a fiduciary or an adviser for it in respect of this Transaction.
- (b) Each party agrees with the other that, so long as either party has or may have any obligation under this Transaction:
- (i) this Transaction does not create either a direct or indirect obligation of any Reference Entity or a direct or indirect participation in any obligation of any Reference Entities owing to such party;
 - (ii) the Buyer and its Affiliates may deal in each Reference Obligation or Obligation and may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with any Reference Entity, any affiliate of any Reference Entity, any other person or entity having obligations relating to any Reference Entity and may act with respect to such business in the same manner as if this Transaction did not exist regardless of whether any such action might have an adverse effect (including, without limitation, any action which might constitute or give rise to a Credit Event) on any Reference Entity or the position of the other party to this Transaction or otherwise;
 - (iii) the Buyer and its Affiliates may, whether by virtue of the types of relationships described herein or otherwise, at the date hereof or at any time hereafter, be in possession of information in relation to any Reference Entity or Reference Obligation that is or may be material in the context of this Transaction and that may not be publicly available or known to the other party. This Transaction does not create any obligation on the part of the Buyer and its Affiliates to disclose to the other party any such relationship or information (whether or not confidential);
 - (iv) subject to the satisfaction of the Conditions to Settlement, the parties will be obligated to comply with the payment terms of this Transaction, irrespective of the existence or amount of the parties' credit exposure to any Reference Entity;
 - (v) the Buyer is not required to hold any Reference Obligation as at the Effective Date and if it holds any Reference Obligation as at the Effective Date, it is not obliged to retain such Reference Obligation thereafter. In addition, there is no restriction whatsoever on the Buyer's ability to retain, sell or otherwise dispose of a Reference Obligation;
 - (vi) the obligation of the Seller to pay Aggregate Seller Payments to the Buyer exists regardless of whether the Buyer suffers a loss or is exposed to the risk of loss following the occurrence of a Credit Event, and regardless of whether the Buyer has any legal or beneficial interest in any obligations of any Reference Entity or any economic risk in respect thereof and therefore this Transaction is not a contract of insurance; and their respective rights and obligations under this Transaction are not dependent or conditional on the

Buyer owning or having any other legal or equitable interest in any Reference Obligation or any expectation of the Buyer acquiring such an interest on or prior to the date of occurrence of a Credit Event in respect of a Reference Obligation and the fact that the Buyer may or may not have such an interest or an expectation of acquiring such an interest prior to the date of occurrence of a Credit Event in respect of a Reference Obligation shall have no effect whatsoever on the rights and obligations of the parties under this Transaction. The Buyer and the Seller agree that, if the Buyer transfers any beneficial interest in any obligation of a Reference Entity or any economic risk in respect thereof to another person or entity, the Buyer will not, directly or indirectly (including through any indemnity or representation as to collectability made in any agreement providing for such transfer), transfer to or otherwise vest in such person or entity any interest in or under the benefit of this Transaction for the portion of beneficial interest or economic risk that has been transferred; and

- (vii) each party agrees to act in good faith in performing its obligations under this Transaction.
- (c) The Buyer undertakes that a member of the Banco Santander S.A. consolidated group will retain, at all times until the redemption of the Notes, a material net economic interest which shall in any event be not less than 5% of the nominal value of each Reference Obligation as contemplated by Article 405(1)(a) of Regulation (EU) No. 575/2013 ("**CRR**"), Article 51(1)(a) of Regulation 231/2013 supplementing EU Directive 2011/61/EC on Alternative Investment Fund Managers and Article 254(2)(a) of Commission Delegated Regulation (EU) No. 2015/35 supplementing EU Directive 2009/138/EC. Such holding (the "**Risk Retention**") will be achieved by the Relevant Lender holding the requisite amount of each Reference Obligation outside the Reference Portfolio.
- (d) The Buyer undertakes that it will not enter into any hedging or credit risk mitigation transaction in respect of any Reference Obligation which would have the effect of either (i) causing the undertaking in Paragraph 14(c) not to be satisfied at any time or (ii) double-hedging the same risk.
- (e) The Buyer represents that each Reference Obligation is recorded on the consolidated regulatory balance sheet of Banco Santander S.A..
- (f) The Buyer, in its capacity as Originator:
 - (i) represents that it has made the information set out in Annex 5 (the "**Investor Information**") available to investors and potential investors prior to the pricing date for this Transaction by uploading such information to the Dataroom prior to 27 July 2018;
 - (ii) undertakes to continue to make the Investor Information available to investors and potential investors until the date falling five years after the Final Redemption Date by means of maintaining such information in the Dataroom or a Replacement Dataroom; and

- (iii) undertakes to make available to investors and potential investors promptly and without delay:
 - (A) any inside information relating to the Notes of which it is aware and which either the Buyer, sponsor or Seller is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation; and
 - (B) unless required to be disclosed pursuant to sub-paragraph (A), notification of any:
 - (1) material breach of the obligations provided for in the documents comprising the Investor Information, including any remedy, waiver or consent subsequently provided in relation to such a breach;
 - (2) amendment to the terms of any Transaction Documents which has or is expected to have a material impact on the performance of the Notes; or
 - (3) remedial or administrative actions taken by any competent authorities in respect of this Transaction or the Notes.

"Dataroom" means the website maintained by the Buyer at <https://connect.cliffordchance.com> for the purpose of uploading documentation and other information in respect of the Securitisation.

"Replacement Dataroom" means either:

- (a) a securitisation repository; or
- (b) a website that:
 - (i) includes a well-functioning data quality control system,
 - (ii) is subject to appropriate governance standards and to maintenance and operation of an adequate organisational structure that ensures the continuity and orderly functioning of the website;
 - (iii) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk;
 - (iv) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information; and
 - (v) makes it possible to keep a record of the information for at least five years after the Final Redemption Date.

"Securitisation" means the synthetic securitisation constituted by the Transaction Documents.

- (g) The Buyer represents and agrees that:
- (i) each Relevant Lender has expertise in originating and servicing exposures of a similar nature to the Reference Obligations, and has well documented and adequate policies, procedures and risk management controls relating to the servicing of such exposures;
 - (ii) any written information provided by the Buyer to the Independent Accountants or the Seller will, to the best of its knowledge and belief, be true, accurate, complete and not misleading in any material respect; and
 - (iii) to the extent permitted or otherwise not prohibited under all applicable laws and regulations (including, without limitation, any rules of confidentiality that may be applicable to the Buyer), it will provide to the Independent Accountants upon demand (or as soon as possible thereafter) all relevant information in its possession in respect of the Reference Portfolio which is necessary to enable the Independent Accountants to perform the Agreed Upon Procedures.
- (h) The Seller acknowledges and agrees that:
- (i) the Buyer will, subject to the provisions of this Confirmation, have no obligation to keep the Seller informed as to the continued compliance of the Reference Portfolio with the Eligibility Criteria, or as to any matter whatsoever arising in relation to any Reference Entity or any Reference Obligation, including, whether or not circumstances exist under which there is a possibility of the occurrence of a Credit Event; and
 - (ii) it will not have the right to inspect any records of the Buyer and that the Buyer will be under no obligation to disclose any further information or evidence regarding the existence or terms of any obligation of any Reference Entity or any matters arising in relation thereto or otherwise regarding any Reference Entity, any guarantor or any other person.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation in the space provided below and returning it to us.

Yours sincerely,

BANCO SANTANDER S.A.

By: _____

Name: Title:

Confirmed on the date
first above written:

**THE MANAGEMENT COMPANY (AS LEGAL REPRESENTATIVE OF FT PYMES
MAGDALENA 2)**

By: _____

Name:
Title:

Accepted and agreed with respect to the obligations of the Calculation Agent:
BANCO SANTANDER S.A.

By: _____

Name:
Title:

ANNEX 1 ELIGIBILITY CRITERIA

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

1. such Reference Obligation has been originated by Banco Santander S.A. or one of its Affiliates other than Banco Popular S.A. or any direct or indirect subsidiary of Banco Popular, S.A.;
2. the registered address of the Reference Entity for the Reference Obligation is in Spain;
3. the Reference Entity for the Reference Obligation is not part of the same corporate group as the Buyer;
4. the Buyer has certified that, as at the Relevant Date, the Reference Obligation or any related security is, subject to insolvency and other laws generally applicable to creditors' rights, valid, binding and enforceable in accordance with its terms and that the Relevant Lender has full recourse to the Reference Entity and, where applicable, any guarantor for all amounts due in respect of the Reference Obligation;
5. no Credit Event or default (within the meaning of Article 178(1) of CRR) shall have occurred and be continuing on the Relevant Date in respect of such Reference Obligation;
6. the Reference Obligation is not recorded in the Relevant Lender's systems (or those of its servicer) as a "non-performing" exposure (*riesgo dudoso*) for the purposes of Bank of Spain Circular 4/2004 of 22 December 2004 (which, for the avoidance of doubt, has been amended by, amongst others, Circular 4/2016);
7. no other obligation of the Reference Entity is recorded in the Relevant Lender's systems (or those of its servicer) as a "non-performing" exposure (*riesgo dudoso*) for the purposes of Bank of Spain Circular 4/2004 of 22 December 2004, (which for the avoidance of doubt has been amended by, amongst others, Circular 4/2016);
8. no payment under the Reference Obligation is 15 days or more past due;
9. the Buyer has certified that the Reference Entity:
 - (a) has not been declared insolvent or had a court grant its creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt restructuring process with regard to its non-performing exposures with the Relevant Lender and/or the Buyer within three years of the Relevant Date;
 - (b) was not, as of the date of its inclusion in the Reference Portfolio, and where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the Relevant Lender or the Buyer; and

- (c) does not have a credit assessment or credit score indicating that the risk of contractually agreed payments not being made is significantly higher, meaning that it is at least 30% higher, than for comparable exposures held by the Relevant Lender or the Buyer which do not form part of the Reference Portfolio;
- 10. no Restructuring shall have previously occurred in respect of such Reference Obligation (whether or not such Restructuring was prior to the occurrence of a payment default);
- 11. the Reference Entity for the Reference Obligation is (i) a "small to medium enterprise", (including self-employed persons) which shall be deemed to be an enterprise which fulfills the annual turnover limit included in the Commission Recommendation 2003/361/EC of 6 May 2003 or (ii) a "large enterprise";
- 12. if the Reference Obligation is a mortgage, the loan-to-value is less than 90.00%;
- 13. the outstanding principal balance of such Reference Obligation is not greater than EUR 13,000,000;
- 14. the interest rate applicable to such Reference Obligation is not 0%;
- 15. such Reference Obligation has defined periodic payment streams relating to rental, principal or interest payments, or any right to receive income from the assets supporting such payments;
- 16. the Reference Entity has made at least one payment in respect of the Reference Obligation as of the Relevant Date;
- 17. such Reference Obligation is not an interest bullet loan;
- 18. such Reference Obligation has a PD lower than 3.00%;
- 19. such Reference Obligation does not contain ad-hoc scheduled amortisation repayments;
- 20. such Reference Obligation was originated in the ordinary course of business of Banco Santander S.A. or relevant Affiliate that originated the loan, as applicable, in accordance with the credit and collection policies applicable from time to time to Banco Santander S.A. or relevant Affiliate that originated the loan, as applicable, and pursuant to underwriting standards that are not less stringent than those that such entity applies to origination of similar exposures that are not securitised and in a manner which meets the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU;
- 21. the scheduled maturity date of such Reference Obligation is not greater than 1 June 2055;
- 22. such Reference Obligation is not a credit line, a transferrable security, as defined in Article 4(1), point 44 of Directive 2014/65/EU or a securitisation position;

23. the Protected Reference Obligation Notional Amount of such Reference Obligation is 95% of the outstanding principal balance of the Reference Obligation to which the Relevant Lender is exposed;
24. such Reference Obligation is denominated in Euros; and
25. such Reference Obligation is not a loan made to an individual other than a self-employed person who has made a borrowing under the relevant reference Obligation for the purposes of financing its business activity;
26. such Reference Obligation is not a syndicated loan;
27. if the Relevant Lender or the servicer of such Reference Obligation is the Buyer, it is not classified by the Buyer in its systems as "Ceci Extinguir", "Ceci Afianzar", or "Ceci Reducir" (as redenominated or amended from time to time); and
28. such Reference Obligation relates to unsubordinated and non-contingent obligations against the relevant Reference Entity.

For the purpose of the Eligibility Criteria:

"PD" means, in respect to a Reference Obligation, the lower of the *"probability of default"* (within the meaning given to such term in Section 4.1(55) of the CRR) of the relevant Reference Entity and the probability of default of any protection provider in respect of such Reference Obligation.

ANNEX 2 PORTFOLIO GUIDELINES

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

- (i) The Reference Portfolio Notional Amount does not exceed the Maximum Reference Portfolio Notional Amount.
- (ii) In respect of a Replenishment, the weighted average probability of default of all Reference Obligations which are the subject of the Replenishment occurring on that Replenishment Date is equal to or lower than 1.10%.
- (iii) In respect of a Replenishment, the weighted average LGD of all Reference Obligations which are the subject of the Replenishment occurring on that Replenishment Date is equal or lower than 56.00%.
- (iv) The weighted average life of the Protected Reference Portfolio Notional Amount is equal or lower than 2.50 years.
- (v) The aggregate Reference Obligation Notional Amounts of all Reference Obligations in respect of the same Reference Entity Group (the "**Aggregate Notional Amount**") shall not exceed 0.60% of the Reference Portfolio Notional Amount on the Relevant Date and that the sum of the Reference Obligation Notional Amounts of all Reference Obligations of the fifteen Reference Entity Groups with the highest Aggregate Notional Amounts shall not exceed 7.00% of the Reference Portfolio Notional Amount on the Relevant Date.
- (vi) The aggregate Reference Obligation Notional Amount of all Reference Obligations with the same 2009 CNAE Classification shall not exceed 14.00% of the Reference Portfolio Notional Amount on the Relevant Date.
- (vii) The aggregate Reference Obligation Notional Amounts of the Relevant Reference Obligations (i) whose Relevant Lender or servicer is the Buyer and (ii) which are classified by the Relevant Lender or its servicer as "Ceci Seguir" is equal to or lower than 10.15% of the aggregate Reference Obligation Notional Amounts of all Relevant Reference Obligations. For the purpose of this Portfolio Guidelines, "**Relevant Reference Obligations**" means, (i) in respect of the Trade Date, all Reference Obligations, and (ii) in respect of a Replenishment Date, those Reference Obligations that are the subject of that Replenishment.

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

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

ANNEX 3
AGREED UPON PROCEDURES

The Agreed Upon Procedures shall be on substantially the following terms:

APPENDIX 3a

Closing Date Independent Accountant Report Agreed Upon Procedures

We will carry out the following agreed upon procedures:

Relating to the Reference Portfolio and Reference Obligations

Banco Santander will provide us with the following information:

1. data file containing information on all of the assets in the Reference Portfolio including the Reference Obligation Notional Amount and the Protected Reference Obligation Notional Amount of each Reference Obligation (the "**Reference Pool File**").

The Reference Portfolio File will include the following column headers:

- (i) Reference Number – Reference Obligation;
- (ii) Reference Number – Reference Entity;
- (iii) 2009 CNAE Classification;
- (iv) Geographical Region;
- (v) Reference Entity Group;
- (vi) (A) Scheduled Maturity Date; and (B) LTV;
- (vii) Outstanding Principal;
- (viii) Reference Obligation Notional Amount;
- (ix) Protected Reference Obligation Notional Amount;
- (x) (A) Credit Event [Y/N] and (B) Credit Event Type;
- (xi) Regulatory Capital LGD;
- (xii) Secured by Real Estate [Y/N];
- (xiii) Origination Date;
- (xiv) PD – Reference Obligation;
- (xv) PD – Reference Entity;

- (xvi) (A) Securitisation Issuer [Y/N] and (B) Securitisation; and
 - (xvii) Classification ["Ceci Extinguir"/"Ceci Afianzar"/"Ceci Reducir"/"Ceci Seguir"/NA].
2. A database containing information on all of the assets in the Reference Portfolio as held in the books and records of Banco Santander (the "**Loan Database**").
 3. A file containing the portfolio outstanding monthly balances until the last maturity date of the portfolio references obligations extracted from the Relevant Lender's systems ("**the FIC file**").

We will:

- (i) compare the data in the Reference Pool File to equivalent data in the Loan Database to verify the accuracy of the data in the Reference Pool File;
- (ii) compare the Reference Obligation Notional Amount per the Loan Database and the Protected Reference Obligation Notional Amount per the Reference Pool File and verify that the amount per the Reference Pool File is 95% of the amount shown in the Loan Database;
- (iii) verify that the Reference Obligations, per the data set out in the Reference Pool File comply with the Eligibility Criteria and the criteria set forth in paragraphs (i), (iv), (v), (vi) and (vii) of the Portfolio Guidelines as set out below as of the Cut-Off Date; and
- (iv) verify that the Buyer is, and has at all times since the Trade Date been, in compliance with its undertaking that a member of the Banco Santander S.A. consolidated group will retain, at all times until the redemption of the Notes, a material net economic interest which shall in any event be not less than 5% of the nominal value of each Reference Obligation as contemplated by Article 405(1)(a) of Regulation (EU) No. 575/2013, Article 51(1)(a) of Regulation 231/2013 supplementing EU Directive 2011/61/EC on Alternative Investment Fund Managers and Article 254(2)(a) of Commission Delegated Regulation (EU) No. 2015/35 supplementing EU Directive 2009/138/EC by checking the "RIESGO_RETENIDO" field in the Loan Database File.

The eligibility criteria we will verify are the following:

1. that each Reference Obligation has been originated by Banco Santander S.A. or one of its Affiliates other than Banco Popular S.A. or any direct or indirect subsidiary of Banco Popular, S.A. by checking the "ORIGEN SAN" field is recorded as "SAN" "BAN" in the Loan Database File;
2. that the registered address of the Reference Entity for the Reference Obligation is in Spain by checking the "PAIS_DEL_RIESGO" field is recorded as "ESPAÑA" in the Loan Database File;
3. that the Reference Entity for the Reference Obligation is not part of the same corporate group as the Buyer; by checking the "GRUPO DEUDOR" field is recorded as "N" in the Loan Database File;

4. that the Relevant Lender of the Reference Obligation has certified that, as at the Relevant Date, the Reference Obligation or any related security is, subject to insolvency and other laws generally applicable to creditors' rights, valid, binding and enforceable in accordance with its terms and that the Relevant Lender has full recourse to the Reference Entity and, where applicable, any guarantor for all amounts due in respect of the Reference Obligation; by checking that the "PROPUESTA" field is recorded with a number started by "0049" in the Loan Database File;
5. that no Credit Event or default (within the meaning of Article 178(1) of CRR) shall have occurred and be continuing on the Relevant Date in respect of such Reference Obligation, by checking that the "EVENTO DE CRÉDITO" field is recorded as 'N' in the Loan Database File;
6. that the Reference Obligation is not recorded in the Relevant Lender's systems (or those of its servicer) as a "non-performing" exposure (*riesgo dudoso*) for the purposes of Bank of Spain Circular 4/2004 of 22 December 2004 (which has, for the avoidance of doubt, been modified to date by, among others, the Circular 4/2016 of 22 May 2016), by checking the "IND_DUDOSO" is recorded as "N" in the Loan Database File;
7. that no other obligation of the Reference Entity is recorded in the Relevant Lender's systems (or those of its servicer) as a "non-performing" exposure (*riesgo dudoso*) for the purposes of Bank of Spain Circular 4/2004 of 22 December 2004 (which has, for the avoidance of doubt, been modified to date by, among others, the Circular 4/2016 of 22 May 2016), by checking the " OTROS_RIESGOS_DUDOSOS " field is recorded as "N" in the Loan Database File;
8. that no payment under the Reference Obligation is 15 days or more past due by checking the "DIAS_DE_IMPAGO" field is recorded with a number below "15 in the Loan Database File;
9. that the Buyer has certified that the Reference Entity:
 - (a) has not been declared insolvent or had a court grant its creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt restructuring process with regard to its non-performing exposures with the Relevant Lender and/or the Buyer within three years of the Relevant Date;
 - (b) was not, as of the date of its inclusion in the Reference Portfolio, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the Relevant Lender or the Buyer; and
 - (c) does not have a credit assessment or credit score indicating that the risk of contractually agreed payments not being made is significantly higher, meaning that it is at least 30% higher, than for comparable exposures held by the Relevant Lender or the Buyer which do not form part of the Reference Portfolio.

10. that no Restructuring shall have previously occurred in respect of such Reference Obligation (whether or not such Restructuring was prior to the occurrence of a payment default), by checking the "IND_REESTRUCT" field is recorded as "N" in the Loan Database File;
11. that the Reference Entity for the Reference Obligation is (i) a "small to medium enterprise" (including self-employed persons), which shall be deemed to be an enterprise which fulfills the annual turnover limit included in the Commission Recommendation 2003/361/EC of 6 May 2003, or (ii) a "large enterprise" by checking the "SEGMENTO" field is recorded as "Microempresa", "PYMES" or "Gran empresa" in the Loan Database File;
12. that, if the Reference Obligation is a mortgage, the loan-to-value is less than 90.00%, by checking that the "OPERACIONES HIPOTECARIAS" is recorded as 'Y' in the Loan Database File and checking for these references that the "LTV" field from the Loan Database File is lower than 90%;
13. that the outstanding principal balance of each Reference Obligation is not greater than EUR 13,000,000, by checking the Outstanding Balance field from the Loan Database File;
14. that the interest rate applicable to the Reference Obligation is not 0%, by checking that the "TASA" field in the Loan Database File is not 0%;
15. that such Reference Obligation has defined periodic payment streams relating to rental, principal or interest payments, or any right to receive income from the assets supporting such payments, by checking that the "PERIODICIDAD INT" field is recorded as "ANUAL", "MENSUAL", "TRIMESTRAL" or "SEMESTRAL" in the Loan Database File;
16. that the Reference Entity has made at least one payment in respect of the Reference Obligation as of the Relevant Date, by checking that the "IMPORTE PENDIENTE/NOCIONAL" field is lower than the "IMPORTE INICIAL" field;
17. that the Reference Obligation is not an interest bullet loan, by checking that "PERIODICIDAD INT" field is recorded as "ANUAL", "MENSUAL", "TRIMESTRAL" or "SEMESTRAL" in the Loan Database File;
18. that the Reference Obligation has a PD lower than 3.00%, by checking the "PD" field in the Loan Database File;
19. that the Reference Obligation does not contain ad-hoc scheduled amortisation repayments, by checking the "PERIODICIDAD PRINCIPAL" field is recorded as "ANUAL", "SEMESTRAL", "TRIMESTRAL", "MENSUAL" or "AL VENCIMIENTO" in the Loan Database File;
20. that such Reference Obligation was originated in the ordinary course of business of Banco Santander S.A. or relevant Affiliate that originated the loan, as applicable, in accordance with the credit and collection policies applicable from time to time to Banco Santander S.A. or relevant Affiliate that originated the loan, as applicable, and

pursuant to underwriting standards that are not less stringent than those that such entity applies to origination of similar exposures that are not securitised and in a manner which meets the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU, by checking the "PROPUESTA " field in the Loan Database File;

21. that the scheduled maturity date of each Reference Obligation is not greater than 1 June 2055, by checking the "FECVENC" field in the Loan Database File;
22. that such Reference Obligation is not a credit line, a transferrable security, as defined in Article 4(1), point 44 of Directive 2014/65/EU or a securitisation position, by checking the "PRODUCTO_TIP&SUB" field in the Loan Database File;
23. that the Protected Reference Obligation Notional Amount of such Reference Obligation is 95% of the outstanding principal balance of the Reference Obligation to which the Relevant Lender is exposed, by checking that the "NOCIONAL PROTEGIDO" field from the Loan Database File is equal to 95% of the "IMPORTE_PDTE/NOCIONAL" field in the Loan Database File;
24. that each Reference Obligation is denominated in Euros, by checking that the "MONEDA" field is recorded as "EUR" in the Loan Database File;
25. that no Reference Obligation is a loan made to an individual other than a self-employed person who has made a borrowing under the relevant reference Obligation for the purposes of financing its business activity, by checking the "SEGMENTO" field is recorded as "Microempresa", "PYMES" or "Gran empresa" in the loan Database File;
26. that no Reference Obligation is a syndicated loan, by checking the "PRODUCTO_TIP&SUB" field in the Loan Database File;
27. that, if the Relevant Lender or the servicer of a Reference Obligation is the Buyer, such Reference Obligation is not classified by the Buyer in its systems as "Ceci Extinguir", "Ceci Afianzar" or "Ceci Reducir" (as redenominated or amended from time to time), by checking the "CECI" field in the Loan Database File; and
28. that such Reference Obligation relates to unsubordinated and non-contingent obligations against the relevant Reference Entity by checking "DEUDA SUBORDINADA/CONTINGENTE" is recorded as "N" in the Loan Database Field".

For the purpose of the above:

"PD" means, in respect to a Reference Obligation, the lower of the "probability of default" (within the meaning given to such term in Section 4.1(55) of the CRR) of the relevant Reference Entity and the probability of default of any protection provider in respect of such Reference Obligation.

The portfolio guidelines we will verify are the following:

1. that the Reference Portfolio Notional Amount does not exceed the Maximum Reference Portfolio Notional Amount, by checking the " IMPORTE_PDTE/NOCIONAL " field from the Loan Database File;
2. that, in respect of a Replenishment, the weighted average probability of default of all Reference Obligations which are the subject of the Replenishment occurring on that Replenishment Date is equal to or lower than 1.10%; by checking that the weighted average of the PD field from the Loan Database File of all Reference Obligations which are the subject of the Replenishment occurring on that Replenishment Date is lower than 1.10% on the Reference Date;
3. that, in respect of a Replenishment, the weighted average LGD of all Reference Obligations which are the subject of the Replenishment occurring on that Replenishment Date is equal or lower than 56.00%, by checking that the weighted average of the LGD field from the Loan Database File of all Reference Obligations which are the subject of the Replenishment occurring on that Replenishment Date is lower than 56.00% on the Reference Date;
4. that the weighted average life of the Protected Reference Portfolio Notional Amount is equal or lower than 2.50 years; by checking that the weighted average of the portfolio obtained from the Portfolio Amount Profile File less the Reference Date is lower than 2.50 years on the Reference Date;
5. that the aggregate Reference Obligation Notional Amounts of all Reference Obligations in respect of the same Reference Entity Group (the "Aggregate Notional Amount") does not exceed 0.60% of the Reference Portfolio Notional Amount on the Relevant Date and that the sum of the Reference Obligation Notional Amounts of all Reference Obligations of the fifteen Reference Entity Groups with the highest Aggregate Notional Amounts does not exceed 7.00% of the Reference Portfolio Notional Amount on the Relevant Date, by checking the " IMPORTE_PDTE/NOCIONAL " field from the Loan Database File and the "IDENTITY" field from the Loan Database File on the Reference Date;
6. that the aggregate Reference Obligation Notional Amount of all Reference Obligations with the same 2009 CNAE Classification does not exceed 14.00% of the Reference Portfolio Notional Amount on the Relevant Date, by checking " IMPORTE_PDTE/NOCIONAL " field from the Loan Database File on the Reference Date and "CNAE" fields from Loan Database file.
7. that, in respect of Replenishment, the aggregate Reference Obligation Notional Amounts of those Reference Obligations that are the subject of that Replenishment and (i) whose Relevant Lender or servicer is the Buyer and (ii) which are classified by the Relevant Lender or its servicer as "Ceci Seguir" is equal to or lower than 10.15% of the aggregate Reference Obligation Notional Amounts of all Reference Obligation which are the subject of that Replenishment, by checking "CECI" field from the Loan Database File on the Reference Date.

"2009 CNAE Classification" means each of the second levels (or "divisions") set out in the statistical classification of economic activities in Spain (*Clasificación Nacional*

de Actividades Económicas 2009) produced by the Spanish National Institute for Statistics (*Instituto Nacional de Estadística*) in accordance with the provisions in the Regulation E/C 1893/2006 of the European Parliament and of the Council and approved by Royal Decree 475/2007 of 13 April of 2007.

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

Please take into consideration that all the technical terms detailed on this appendix should be understood according to the definitions described on section 1 to 9 of this letter.

Quarterly Credit Event Independent Accountant Report Agreed Upon Procedures

We will carry out the following agreed upon procedures:

Relating to Reference Obligations that have been subject to a Credit Event and/or with respect to which there is a Seller Payment

With respect to a Calculation Period the Calculation Agent will provide us with (a) a list relating to each Credit Event that has occurred during that Calculation Period or any previous Calculation Period and which has not been previously sent to us and the calculations of each Seller Payment payable with respect to such Calculation Period (together the "**Verification Events**") and (b) the relevant information as provided below.

(A) Verification of the Credit Event and Seller Payment

- The Calculation Agent will provide us with:
 - (a) a Credit Event Notice, detailing the Reference Obligation ID that has been the subject of a credit event and the type of credit event called and
 - (b) Santander will provide information that reasonably confirms any of the facts relevant to the determination that a credit event has occurred. This information will include at least one of the following:
 - (i) Information from a public source describing the credit event.
 - (ii) Any petition or filing instituting a bankruptcy or insolvency.
 - (iii) Information received from the reference entity.
 - (iv) In case of a failure to pay, a screenshot of the booking system showing that the loan is at least 90 days in arrears.
 - (v) If any of the information above cannot be sent to the VA due to confidentiality reasons an attestation by 2 MDs confirming the receipt of one of the items listed above.

For the avoidance of doubt, the Credit Event Notice may be initially delivered by Banco Santander to us in "draft" form for the purposes of us commencing to carry out these agreed upon procedures. In such a case, in order for us to sign and deliver the Quarterly Credit Event Independent Accountant Report, we will have to be provided with a copy of the signed Credit Event Notice delivered to the Seller.

- For any Initial Credit Protection Amounts in respect of Reference Obligations with respect to which Failure to Pay or Bankruptcy Credit Event has occurred, we will verify the Defaulted Notional Amount and LGD used in the calculation using the Reference Pool File, screenshots from the loan application (*aplicación de préstamos*) and LGD mapping table provided by the Calculation Agent. The Calculation Agent may also provide screenshots of the internal risk system in which the LGDs are contained.
- For any Initial Credit Protection Amounts in respect of Reference Obligations with respect to which a Restructuring Credit Event has occurred, we will verify the notional of the principal forgiveness using the Reference Pool File, screenshots from the loan application (*aplicación de préstamos*), Risk Committee approval and restructured loan agreement or the Defaulted Notional Amount and LGD used in the calculation.

- For any Credit Protection Adjustment Amount we will verify the Work Out Completion Date, and all required calculations relating to the Work Out Credit Protection Amount with reference to screenshots from the loan and recovery systems, correspondence with the borrower, court resolution or any other relevant information.
- Check that the Reference Obligation per the Credit Event Notice is that referred to in the supporting documentation.

For all Affected Reference Obligations which are Initial Verifiable Reference Obligations or Final Verifiable Reference Obligations we will perform the following:

- (a) verify that the Credit Event identified in the relevant Credit Event Notice has occurred and, if so, that it occurred during the Notice Delivery Period;
- (b) verify that the calculation by the Calculation Agent of the relevant Seller Payment (including, for the avoidance of doubt, any Worked Out Credit Protection Amount, Initial Credit Protection Amount and Credit Protection Adjustment Amount) or any Late Recovery Amount has been calculated correctly; and

(B) Verification of Protected Reference Obligation Notional Amount Test

The Calculation Agent will provide us with:

- a. A data file containing information on all of the assets included in the Reference Portfolio including the Reference Obligation Notional Amount and the Protected Reference Obligation Notional Amount of each Reference Obligation (the “Reference Pool File”) at the Reference Date.
- b. A screenshot of the Bank systems showing that Banco Santander S.A. is holder of 5% of the aforementioned Reference Obligations included in the Credit Event Notice.

For the Credit Event included in the Credit Event Notice, we will verify that the Defaulted Notional Amount on the Event Determination Date was not greater 95% of the Outstanding Principal of the Reference Obligation as follows:

- i. Comparing the Reference Obligation Notional Amount and the Protected Reference Obligation Notional Amount at the Credit Event Date included in the Credit Event Notice.
- ii. Comparing the “OUTSTANDING PRINCIPAL” field and the “PROTECTED REFERENCE OBLIGATION NOTIONAL AMOUNT” field included in the Reference pool file at the Closing Date and the “RONA” field and the “PRONA” field included in the FINAL Reference Register at the Reference Date.

(C) Verification of the Securitisation Retained Amount Test

The Calculation Agent will provide us with:

- (a) one or more files containing information on all of the assets in the Reference Portfolio that have also been included in a separate Securitisation,
- (b) a screenshot of its booking system showing the details of the notes that Banco Santander holds in that securitisation; and
- (c) a written representation from two Managing Directors (or other substantially equivalent title).

We will verify that if the Relevant Lender in respect of the Reference Obligation is a Securitisation Issuer, that on the Event Determination Date for that Reference Obligation the Securitisation Retained Amount in respect of the relevant Securitisation was not less than the Securitisation Alignment Amount in respect of that Securitisation.

**ANNEX 4
REFERENCE REGISTER**

ANNEX 5
INVESTOR INFORMATION

The following documentation and information comprises the "**Investor Information**":

1. the Reference Register;
2. the Information Memorandum in respect of the Notes dated 31 July 2018;
3. the Escritura de Constitucion del "Fondo de Titulacion Pymes Magdalena 2" y Emision de Bonos de Titulacion dated 31 July 2018;
4. this Agreement;
5. the 2003 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association;
6. the Deposit Bank Agreement dated 31 July 2018;
7. the Paying Agency Agreement dated 31 July 2018; and
8. the Subordinated Loan Agreement.