

**FONDO DE TITULIZACIÓN DE ACTIVOS  
PYMES SANTANDER 10**

**ASSET- AND MORTGAGE-BACKED SECURITIES  
€4,560,000,000**

			<b>DBRS</b>	<b>Moody's</b>	<b>Scope Ratings</b>
<b>Series A</b>	<b>€2,907,000,000</b>	<b>EURIBOR 3M + 0.35% margin</b>	<b>AA (high) (sf)</b>	<b>A2 (sf)</b>	<b>AA+<sub>SF</sub></b>
<b>Series B</b>	<b>€893,000,000</b>	<b>EURIBOR 3M + 0.60% margin</b>	<b>BB (high) (sf)</b>	<b>Baa3 (sf)</b>	<b>BBB+<sub>SF</sub></b>
<b>Series C</b>	<b>€760,000,000</b>	<b>EURIBOR 3M + 0.65% margin + Extra Part</b>	<b>C (sf)</b>	<b>C (sf)</b>	<b>CC<sub>SF</sub></b>

**BACKED BY ASSETS ASSIGNED BY**



**LEAD MANAGER OF THE ISSUE**



**SUBSCRIBERS**



**PAYING AGENT**



**PROMOTED AND SERVICED BY:**



Prospectus filed with the CNMV on November 25, 2014.

## CONTENTS

<b>RISK FACTORS.....</b>	<b>7</b>
<b>REGISTRATION DOCUMENT.....</b>	<b>15</b>
<b>1. PERSONS RESPONSIBLE.....</b>	<b>16</b>
1.1 Persons responsible for the information appearing in the Registration Document. ....	16
1.2 Statement by those responsible for the Registration Document. ....	16
<b>2. STATUTORY AUDITORS OF THE FUND.....</b>	<b>16</b>
2.1 Name and address of the Fund’s auditors (together with membership of any relevant professional body). ....	16
2.2. Fiscal years, accounting principles and statutory filing of annual financial statements. ....	16
<b>3. RISK FACTORS .....</b>	<b>17</b>
<b>4. INFORMATION On THE ISSUER.....</b>	<b>17</b>
4.1 Statement that the Issuer has been established as a securitization fund. ....	17
4.2 Legal and professional name of the Fund. ....	17
4.3 Registration of the Issuer. ....	17
4.4 Date of incorporation and period of activity of the Fund, if not indefinite. ....	17
4.5 Domicile and legal status of the Issuer. Applicable legislation. ....	22
4.6 Description of the amount of the Fund’s authorized and issued capital. ....	24
<b>5. BUSINESS OVERVIEW .....</b>	<b>25</b>
5.1 Brief description of the Issuer’s principal activities. ....	25
5.2 General overview of the parties to the securitization program. ....	25
<b>6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES OF THE MANAGER .....</b>	<b>27</b>
6.1 Corporate bodies of the Manager.....	27
6.2. Audit of accounts. ....	28
6.3. Principal activities.....	28
6.4. Share capital and shareholders’ equity. ....	34
6.5. Holding of shares in other entities. ....	35
6.6. Corporate bodies. ....	35

6.7.	Principal activities unrelated to the Manager and performed by the persons mentioned in section 6.6 above, if important to the Fund.....	35
6.8.	Lenders of the Manager (more than ten percent (10%)).....	37
6.9	Significant litigation and disputes.....	37
6.10	Financial information concerning the Manager.....	37
<b>7.</b>	<b>MAIN SHAREHOLDERS OF THE MANAGER .....</b>	<b>40</b>
<b>8.</b>	<b>FINANCIAL INFORMATION CONCERNING THE ISSUER’S ASSETS AND LIABILITIES, FINANCIAL POSITION, AND PROFIT AND LOSS.....</b>	<b>40</b>
8.1	Statement on the start of operations and financial statements of the Issuer that predate the Registration Document. ....	40
8.2	Historical financial information.....	40
8.2 <i>bis</i>	This paragraph is to be used solely for issues of asset-backed securities with a denomination per unit of at least €50,000. ....	40
8.3	Legal and arbitration procedures. ....	40
8.4	Material adverse change in the Issuer’s financial position. ....	40
<b>9.</b>	<b>THIRD-PARTY INFORMATION, EXPERT OPINIONS AND DECLARATIONS OF INTERESTS.....</b>	<b>41</b>
9.1	Expert statements or reports.....	41
9.2	Information from third parties. ....	41
<b>10.</b>	<b>DOCUMENTS AVAILABLE FOR CONSULTATION .....</b>	<b>41</b>
<b>SECURITIES NOTE.....</b>		<b>42</b>
<b>1.</b>	<b>PERSONS RESPONSIBLE.....</b>	<b>43</b>
1.1	Persons responsible for the information in the Securities Note and the Additional Building Block. ....	43
1.2	Declaration by those responsible for the Securities Note and the Additional Building Block. ....	43
<b>2.</b>	<b>RISK FACTORS .....</b>	<b>43</b>
<b>3.</b>	<b>KEY INFORMATION.....</b>	<b>43</b>
3.1	Interest of natural and legal persons involved in the issue. ....	43
<b>4.</b>	<b>INFORMATION CONCERNING THE SECURITIES TO BE OFFERED AND ADMITTED TO TRADING.....</b>	<b>44</b>
4.1	Total amount of the securities.....	44
4.2	Description of the type and class of securities.....	44
4.3	Legislation applicable to the securities. ....	44

4.4	Indication as to whether the securities are registered or bearer securities and if they are represented by certificates or by book entries. ....	45
4.5	Currency of the issue. ....	45
4.6	Classification of the securities according to ranking. ....	45
4.7	Description of rights attached to the securities and procedure for exercising said rights. ....	47
4.8	The nominal interest rate and provisions relating to interest payments. ....	47
4.9	Redemption price and provisions concerning maturity of the securities. ....	52
4.10	Indication of investor returns and calculation method. ....	55
4.12	Resolutions, authorizations and approvals under which the securities are issued. ....	59
4.13	Issue date. ....	59
4.14	Restrictions on the free transferability of the securities. ....	60
<b>5.</b>	<b>ADMISSION TO TRADING AND TrADING ARRANGEMENTS. ....</b>	<b>60</b>
5.1	Indication of the market where the securities will be traded. ....	60
5.2	Paying Agent and Custodian Entities. ....	61
<b>6.</b>	<b>EXPENSES OF THE OFFER AND ADMISSION TO TRADING ....</b>	<b>64</b>
<b>7.</b>	<b>ADDITIONAL INFORMATION ....</b>	<b>64</b>
7.1	Persons and entities advising on the issue. ....	64
7.2	Information in the Securities Note reviewed by the auditors. ....	64
7.3	Expert statements or reports. ....	64
7.4	Information furnished by third parties. ....	65
7.5	Ratings. ....	65
	<b>ADDITIONAL BUILDING BLOCK TO THE SECURITIES NOTE ....</b>	<b>68</b>
<b>1.</b>	<b>SECURITIES.....</b>	<b>68</b>
1.1	Amount of the issue. ....	68
1.2	Confirmation that the information relating to a company or debtor not involved in the issue has been reproduced. ....	68
<b>2.</b>	<b>UNDERLYING ASSETS.....</b>	<b>68</b>
2.1	Confirmation of the capacity of the Assets to generate funds to service payments on the securities. ....	68
2.2	Assets backing the Bond issue. ....	68
2.3	Actively managed assets backing the issue. ....	133

2.4	Declaration if the issuer wishes to issue further securities backed by the same Assets, and description of how the holders of the assets will be informed.....	133
<b>3.</b>	<b>STRUCTURE AND CASH FLOW .....</b>	<b>133</b>
3.1	Description of the structure of the transaction.....	133
3.2	Description of entities taking part in the issue and of their duties.....	136
3.3	Description of the method and date of sale, transfer, novation or transfer of the assets.....	136
3.4	Explanation of the flow of funds, including: .....	141
3.5	Name, address and significant business activities of the Originator. ....	156
3.6	Return on and/or repayment of the securities related to others that are not assets of the issuer.....	158
3.7	Administrator and duties of the Manager as administrator.....	158
3.8	Name and address and brief description of any counterparties in swap, lending, liquidity or accounts operations. ....	169
<b>4.</b>	<b>POST-ISSUE REPORTING .....</b>	<b>169</b>
	<b>DEFINITIONS .....</b>	<b>172</b>

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

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

## **RISK FACTORS**

### **I. Specific risk factors of the Fund:**

#### **(i) Risk of insolvency of the Fund:**

In the event that the Fund is unable to meet its payment obligations on a generalized basis, the provisions of article 11 of Royal Decree 926/1998 (*Real Decreto 926/1998*) will apply, meaning the Manager, after reporting to the CNMV, will proceed with the orderly settlement of the Fund, in accordance with the rules established for such purpose in this Prospectus.

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

#### **(ii) Absence of legal status of the Fund:**

The Fund has no separate legal status. Consequently, the Manager must carry out its administration and representation and comply with all applicable legal obligations in relation to the Fund. In the event of breach, the Fund's liability with Bondholders and the remaining general creditors of the Fund will be limited to its total assets.

#### **(iii) Compulsory replacement of the Manager:**

In accordance with article 19 of Royal Decree 926/1998, the Manager shall be replaced if held insolvent vis-à-vis its creditors or if its administrative authorization is revoked pursuant to the terms and requirements provided for in section 3.7.3 of the Additional Building Block.

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

#### **(iv) Restrictions on actions against the Manager:**

Bondholders and the other general creditors of the Fund may only take action against the Manager of the Fund for breach, or lack of due or necessary diligence in the performance, of its duties or non-compliance with that set forth in the Deed of Incorporation, in this Prospectus and in applicable legislation.

#### **(v) Applicability of the Insolvency Procedures Law:**

In the event of the insolvency of the Originator, all Fund assets held by the Originator, save for cash due to its status as a fungible asset, will become the property of the Fund and must be made available to it under the terms of articles 80 and 81 of the Spanish Insolvency Procedure Law (*Ley Concursal*).

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

To mitigate the consequences that a declaration of insolvency of the Originator could have on the rights of the Fund for the purposes of this document, section 3.3.2 of the Additional Building Block states, for the purposes of article 1,527 of the Spanish Civil Code (*Código Civil*) that: “*in the event of insolvency, settlement, replacement or in case of intervention by the Bank of Spain of the Administrator or if the Originator is undergoing a restructuring process in the terms of Law 9/2012 of November 14, regarding the restructuring and refinancing of credit institutions, the Manager may instruct the Administrator to notify all the Debtors (and, where applicable, third party guarantors and insurance companies) of the transfer to the Fund of all the Assets pending payment, and to inform them that payments deriving from such assets will only release them from their payment obligations if made into the Cash Account or Interest Account, as the case may be, open in the name of the Fund. Furthermore, at any time the Manager deems reasonably justified, it may require the Administrator to carry out this notification, who must do so within fifteen (15) Business Days.*”

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

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

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

By virtue of articles 10 and 15 of Law 2/1981 and Additional Provision Five of Law 3/1994, the assignment of the Assets transferred to the Fund may only be rescinded or challenged under article 71 of the Insolvency Procedure Law by the insolvency administration insofar as it is able to prove the existence of fraud.

Notwithstanding the foregoing, if it is found that the deed of incorporation complies with- the conditions imposed by Additional Provision 3 of Law 1/1999, of January 5, the assignment of the Non-Mortgage Loans to the Fund may be rescindable pursuant to the general regime provided for in Article 71 of the Bankruptcy Act, which nevertheless specifically provides in paragraph 5, that in no case may ordinary acts performed in normal conditions and in the course of the Originator's business be rescinded. There is no case law on this matter.

In the event of the insolvency of the Manager, the Manager shall be replaced by another manager, as provided for under article 19 of Royal Decree 926/1998.



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

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

**(vi) Breach of contract by third parties:**

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

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

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

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

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

Santander assumes no liability for non-payment of the Debtors, whether for principal, interest, or any other amount they may owe by virtue of the Assets. According to article 348 of the Spanish Commercial Code (*Código de Comercio*), the Originator will only be liable for the existence and legitimacy of the Assets at the time of the assignment and under the terms and conditions stated in the Prospectus and in the Deed of Incorporation, as well as for the legal status pursuant to which the assignment is made. The Originator does not guarantee the successful outcome of the transaction.

**(ii) Risk of early repayment of the Assets:**

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

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

In the Preliminary Portfolio, Lines of Credit represent 18.66%, equivalent to an Outstanding Balance of €786,692,460.23.

**(iii) Liability:**

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

**(iv) Limited protection:**

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

**(v) Sectorial concentration:**

As described in detail in paragraph 2.2.2 j) of the Additional Building Block, of the Loans and Credit Lines selected on October 15, 2014 for the assignment of the Assets to the Fund on the Incorporation Date (i.e. on November 28, 2014), debtors whose economic activity (Spanish CNAE) represents a greater concentration are those belonging to the following categories:

- *“Wholesale and Retail trade; repair of motor vehicles and motorcycles”* with outstanding principal of €946,491,873.27, equivalent to 22.88% of the total Preliminary Portfolio.
- *“Manufacturing industry”*, with an outstanding principal of €835,428,871.24, equivalent to 19.82% of the total Preliminary Portfolio.
- *“Real estate activities”*, with an outstanding principal of €394,071,084.53, equivalent to 9.35% of the total Preliminary Portfolio.

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

**(vi) Risk of non-sufficiency of guarantee:**

Of the Loans and Credit Lines selected as at October 15, 2014 for the purpose of assigning the Fund Assets on the Incorporation Date, 38.02% of the outstanding principal of the portfolio is backed only by the personal guarantee of the debtor, while 29.42% of the outstanding principal of the portfolio has personal guarantees from third parties (surety) and 10.43% has real guarantees other than a mortgage loan.

The remaining 22.13% of the Preliminary Portfolio selected as at October 15, 2014 for the purpose of assigning the Fund Assets on the Incorporation Date are mortgage-backed loans. According to Table q) of section 2.2.2 of the Additional Building Block to the Securities Note, based on the initial appraised value of the real estate, 23.97% of the outstanding principal on the Mortgage Loans have an LTV 80.00% or more, with the average weighted LTV of the loans of 64.44% and maximum LTV of 114.38%.

**(vii) Risk of maturity of the Assets:**

Of the Loans and Credit Lines selected as at October 15, 2014 for the purpose of assigning the Fund Assets on the Incorporation Date, 54.51% of the Outstanding Asset Balance of the Preliminary Portfolio was granted during FY 2013 and up to August 29, 2014. The weighted average maturity of the portfolio is 27.69 months, equivalent to 2.31 years

**(viii) Risk of geographical concentration of debtors:**

As detailed in section 2.2.2 l) of the Additional Building Block, the Autonomous Regions accounting for a higher concentration of domiciles of the Preliminary Portfolio Debtors selected for assignment to the Fund on the Incorporation Date are, expressed in percentages of outstanding principal, as follows: Madrid (23.62%), Catalonia, (15.45%) and Andalusia (14.40%), between them accounting for 53.47%.

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

**(ix) Risk of geographic concentration of real estate mortgage guarantees:**

As detailed in section 2.2.2.l) of the Additional Building Block, the Autonomous Regions accounting for the highest concentrations of real estate mortgage guarantees in the Preliminary Portfolio, as a percentage of outstanding principal, are as follows: Madrid (31.60%), Catalonia (19.16%) and Andalusia (18.41%), and representing 59.17% overall. Given these levels of concentration, any kind of situation having a negative impact on the Autonomous Regions might affect the payments on the Loans backing the issue of the Bonds

**(x) Risk of Credit Line overlimit**

As detailed in section 2.2.2. q) of the Additional Building Block, of the Preliminary Portfolio selected at October 15, 2014 for the assignment of the Assets to the Fund on the Incorporation Date, 3.66% of the balances drawn on the Credit Lines of the Preliminary Portfolio exceed 100.00% of the maximum amount reflected in the policy or deed, with the maximum overlimit amount of these Credit Lines being 104.75% of the maximum amount reflected in the policy or deed.

**(xi) Principal payment grace period risk:**

Of the Loans selected as at October 15, 2014 for the purpose of assigning the Fund Assets on the Incorporation Date there is outstanding principal balance of € 788,637,485.13 (equivalent to 18.71% of the outstanding principal of the Preliminary Portfolio) with grace periods on the payment of the principal.

**(xii) Risk of Loans and Credit Lines with repayment at maturity:**

Of the Loans and Credit Lines selected as at October 15, 2014 for the purpose of assigning the Fund Assets on the Incorporation Date those with a single repayment

in 2015 amounted to €1,107,331,258.01 of outstanding principal (equivalent to 26.27% of the outstanding principal of the Preliminary Portfolio). The minimum maturity of these loans with single repayment is December 31, 2014 while the maximum is August 31, 2024, with average weighted maturity on July 29, 2015.

Given that the maturity of the principal balance of these Loans and Credit Lines occurs on a single date, there could be a degree of uncertainty as to the debtor's repayment capacity.

**(xiii) Risk of restructuring:**

Of the Loans selected as at October 15, 2014 for the purpose of assigning the Fund Assets on the Incorporation Date, 10.31% of the outstanding principal of the Preliminary Portfolio is intended for restructuring. As defined by the Bank of Spain in Circular No. 6/2012, an operation is considered a restructured operation ("**Restructured Operation**") when for economic or legal reasons relating to current or foreseeable financial difficulties of the holder (or holders), their financial conditions are modified to facilitate payment of the debt (principal and interest) because the holder is not capable, or is not expected to be capable of complying with the conditions in a timely manner, even when such changes were provided for under the contract. In any case, operations shall be considered restructured when a rebate is granted or assets are received to reduce the debt, or when the conditions are modified to extend their maturity, vary the repayment schedule in order to reduce the amount of the instalments in the short term or to reduce their frequency or a grace period for principal, interest or both is established or extended, except when can be shown that the conditions have been modified for reasons other than the financial difficulties of the holders and, at the time of modification, are analogous to the market conditions of operations conducted with customers with a similar risk profile.

The Assets granted or that have been granted for restructuring purposes are Loans from Santander and Banesto to their customers for restructuring their debts with the bank, with all the customers being current in payment at the time of the debt consolidation.

**III. Risk factors specific to the securities**

**(i) Limited Liquidity**

The issue of Series A Bonds shall be subscribed by the EIB and Santander, while the Series B and Series C Bonds shall be subscribed by the Originator.

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

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

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

**(ii) Term and yield:**

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

**(iii) Penalty interest**

Under no circumstances will any delay in paying interest or repaying principal to bondholders of Series B and Series C bonds give rise to Penalty interest in their favor. Unpaid amounts of due interest on Series A Bonds shall accrue additional or default interest at the 3-month EURIBOR rate plus two hundred basis points (2.00%) and will not be added to the Outstanding Principal Balance of the Series A Bonds.

**(iv) Rating of the Bonds:**

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

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

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

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

**(v) Subordination of Series B Bonds:**

The payment of interest and principal of Series B Bonds is deferred with respect to Series A Bonds.

The rules of subordination between the Series are set in the Order of Priority of Payments and Order of Priority of Payments for Settlement in accordance with paragraph 3.4.6 of the Additional Building Block

**(vi) Subordination of Series C Bonds:**

The payment of interest and principal of Series C Bonds is deferred with respect to Series A and B Bonds.

The rules of subordination between the Series are set in the Order of Priority of Payments and Order of Priority of Payments for Settlement in accordance with paragraph 3.4.6 of the Additional Building Block

**(viii) Amount Due for Repayment**

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

## REGISTRATION DOCUMENT

This Registration Document has been prepared in accordance with Annex VII of Regulation (EC) No. 809/2004 and approved by the Comisión Nacional del Mercado de Valores (*Spanish Securities Market Commission*) on November 25, 2014.

## **1. PERSONS RESPONSIBLE**

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

MS. MARÍA JOSÉ OLMEDILLA GONZÁLEZ, acting in her capacity as Non-Director Secretary of the Board of Directors of SANTANDER DE TITULIZACIÓN, SGFT., S.A., having its registered offices at Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660, Boadilla del Monte (Madrid), assumes responsibility for the information contained in this Registration Document.

MS. MARÍA JOSÉ OLMEDILLA GONZÁLEZ acts in furtherance of the powers conferred upon her expressly for the purpose of incorporating the Fund by the Board of Directors of the Manager at its meeting of September 15, 2014.

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is the promoter of the securitization fund FONDO DE TITULIZACIÓN DE ACTIVOS PYMES SANTANDER 10 and shall be responsible for the administration and legal representation thereof.

### **1.2 Statement by those responsible for the Registration Document.**

MS. MARÍA JOSÉ OLMEDILLA GONZÁLEZ states that, having taken all reasonable care to ensure that such is the case, the information contained in the Registration Document is, to the best of her knowledge, in accordance with the facts and contains no omission likely to affect its import.

## **2. STATUTORY AUDITORS OF THE FUND**

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

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

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

The Board of Directors of the Manager, at its meeting on September 15, 2014, at which the establishment of this Fund was resolved, appointed the following auditing firm as the Fund's statutory auditor: Deloitte, S.L., the details of which are provided in section 5.2 of this Registration Document.

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

The Fund's fiscal year shall coincide with the calendar year. However, and as an exception, the first fiscal year will begin on the Incorporation Date (i.e. November 28, 2014) and the last fiscal year shall end on the day the Fund is cancelled.

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

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

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



### **3. RISK FACTORS**

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

### **4. INFORMATION ON THE ISSUER**

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

The Issuer is an asset securitization fund open in terms of the assets insofar as any upward variations in the Credit Lines are transferred to the Fund as established in Section 3.4.3. b) of the Additional Building Block, and closed in terms of liabilities, devoid of legal status and established according to Royal Decree 926/1998 for the purpose of acquiring the Assets assigned to the Fund by Santander and issuing the Bonds.

#### **4.2 Legal and professional name of the Fund.**

The name of the Fund is “FONDO DE TITULIZACIÓN DE ACTIVOS PYMES SANTANDER 10”.

#### **4.3 Registration of the Issuer.**

The establishment of the Fund and issuance of the Bonds have as a prior requisite the registration thereof in the official registries of the CNMV in Spain. This Prospectus was duly registered with the CNMV on November 25, 2014.

It is hereby stated that neither the incorporation of the Fund nor the issue of the Bonds charged against its assets will be filed with the Mercantile Registry by virtue of the power set forth in article 5.4 of Royal Decree 926/1998.

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

##### **4.4.1 Incorporation Date.**

The Deed of Incorporation is to be executed on, and, consequently, the Fund’s Incorporation Date is to be, November 28, 2014.

In accordance with the provisions of article 7 of Law 19/1992, as it is currently drafted, the Deed of Incorporation may be amended, at the request of the Manager, provided that the amendment (a) does not alter the nature of the Assets assigned to the Fund, (b) does not transform the Fund into a mortgage securitization fund or (c) does not result in the *de facto* creation of a new fund. To this end, the procedure established in said article 7 of Law 19/1992 must be adhered to.

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

##### **4.4.2 Period of activity of the Fund.**

The Fund is scheduled to carry out its activity until the Legal Maturity Date, i.e. August 20, 20157, or, if not a Business Day, the first following Business Day. The Legal Maturity Date corresponds to the Payment Date immediately following thirty-six (36) months from the last maturity date of the Assets, except in the event of extension in the Final Maturity Date of the Fund.

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

##### (1) Early settlement: Situations.

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

- (i) When at any time throughout the life of the Fund the amounts due in principal on the Loans and not collected by the Fund, together with amounts of principal not due and pending maturity of the Performing Assets (the “**Outstanding Balance of the Performing Assets**”) is less than ten percent (10.00%) of the Outstanding Balance of the Performing Assets at the Incorporation Date, provided that the funds obtained from the sale of the Assets pending redemption and real estate held by the Fund, as applicable, together with the balance existing at that time in the Cash Account and Interest Account, allow for total cancellation of all outstanding obligations with the bondholders, and respecting the prior payments whose order of priority takes preference in accordance with the Order of Priority of Payments for Settlement described in section 3.4.6 (d) of the Additional Building Block, provided that, if any, the necessary approvals have been obtained from the competent authorities for the purpose. For the purposes of this Prospectus, “**Performing Assets**” shall mean those assets that are not considered Non-Performing Assets. For its part, the term “**Non-Performing Assets**” shall mean for the purposes of this Prospectus, those assets Santander considers will not be recovered or that to date, have installments pending for periods equal to or greater than twelve (12) months in the payment of amounts due in the case of Loans and six (6) months in the case of Credit Lines.
- (ii) When, as a consequence of any event or circumstance of any nature beyond the control or outside the development of the Fund, a substantial alteration takes place, or the financial equilibrium of the Fund is permanently impaired in the Manager’s judgment pursuant to article 11.b) of Royal Decree 926/1998. Included in this event are circumstances such as legislative changes or complementary legislative developments, the establishment of withholding obligations or other situations that could permanently affect the financial balance of the Fund.
- (iii) Compulsorily, in the circumstance envisaged under article 19 of Royal Decree 926/1998, which establishes the obligation to liquidate the Fund early in the event that four (4) months have transpired since an event determining the compulsory replacement of the Manager took place, as a consequence of the latter being declared insolvent (“*concurso de acreedores*”), or having its authorization revoked, and without having found a new manager willing to take charge of the management of the Fund, such appointment to follow the procedure described in section 3.7.3 of the Additional Building Block.

- (iv) When a non-payment takes place or it is foreseeable and this is indicative of a serious and permanent imbalance in relation to the Bonds of Series A or, if Series A has been entirely repaid, of the Bonds of the next valid Series of higher priority.
- (v) On the first Payment Date at least six (6) months ahead of the Legal Maturity Date of the Fund, from the aforementioned date.
- (vi) In the event that the Manager has the consent and express acceptance of all the Bondholders and all those who have existing contracts with the Fund, both in relation to payment of the amounts that such Early Settlement of the Fund implies and in relation to the procedure that must be followed for such payment.
- (vii) Pursuant to the terms set forth in section 3.4.3.(b) of the Additional Building Block that regulates the operation of the Liquidity Facility of the Originator, if at any time during the life of the Fund it is necessary to draw an amount equal to or greater than 10% of the Outstanding Balance of the Series A Bonds, the early settlement of the Fund will take place, providing that the amount from the sale of the Assets pending repayment, together with the balance existing at that time in the Cash Account and Interest Account, allow a total cancellation of all obligations pending with all Bondholders, and respecting the Order of Priority of Payments of Settlement as provided in section 3.4.6(d) of the Additional Building Block.

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

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

**(2) Cancellation of the Fund**

Cancellation of the Fund shall take place

- (i) Upon full repayment of the Assets pooled therein;
- (ii) Upon total redemption of the Bonds;
- (iii) Upon completion of the Early Settlement procedure envisaged in section 4.4.3.(3) below;
- (iv) Due to the arrival of the Legal Maturity Date; and

- (v) When the provisional ratings of the Bonds are not confirmed as definitive before the Subscription Period (i.e. November 28, 2014 from the issue of the Bonds until 12:00 midday).

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

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

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

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

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

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

- (ii) sell any other assets of the Fund other than the Assets (including, if applicable, any real estate belonging to the Fund) and other than the cash for a price not less than market value. For the purpose of defining the market value, the Manager will request from at least one entity specializing in the appraisal or marketing of assets similar to those to be sold any appraisal reports it deems necessary, before then selling the

assets in question through the procedure that yields the highest market price; and/or

- iii) compulsorily, cancelling those contracts not necessary for the process of liquidating the Fund.

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

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

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

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

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

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

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

##### **a) Domicile of the Fund.**

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

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

Ciudad Grupo Santander

Avenida de Cantabria, s/n

28660 Boadilla del Monte (Madrid)

Telephone: +34 912 893 297

##### **b) Legal status of the Fund.**

The Fund shall establish a pool of assets and liabilities without separate legal status, being open in terms of the assets until the integral and complete repayment of the Credit Lines insofar as any upward variations occurring to the Credit Lines are assigned to the Fund as detailed in section 3.4.3.b) of the Additional Building Block, and closed in terms of its liabilities, in accordance with the provisions of article 3 of Royal Decree 926/1998.

##### **c) Applicable legislation and country of incorporation.**

The incorporation of the Fund and the issue of the Bonds charged against, has taken place in accordance with the laws of Spain, and, specifically, in accordance with the legal system set forth in (i) Royal Decree 926/1998 and implementing provisions; (ii) Law 19/1992 of July 7 in respect of real estate investment companies and funds and mortgage securitization funds with regards to any matters not envisaged in Royal Decree 926/1998 and insofar as applicable; (iii) Law 24/1988 of July 28 on the Securities Market, (iv) Additional Provision Five of Law 3/1994; (v) Royal Decree 1310/2005; (vi) Royal Decree 116/1992 of February 14 on the representation of book-entry securities and the clearing and settlement of stock market operations, (vii) Order of the Ministry of Economy and Finance 3537/2005 and; (viii) other legal and regulatory provisions in force and applicable from time to time.

This Prospectus has been prepared pursuant to the standard forms envisaged in Commission Regulation (EC) No 809/2004 of April 29, 2004, relating to the application of Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in the prospectus, as well as the format, inclusion by reference, the publication of such prospectus and the dissemination of

advertisements, as amended under Delegated Regulation (EC) No. 486/2012, of March 30, of the Commission and Delegated Regulation (EC) No. 862/2012 of June 4, 2012, of the Commission.

**d) Tax system of the Fund.**

The tax system applicable to the Asset Securitization Funds is the general system contained in the Consolidated Text of the Corporate Income Tax Law approved by Royal Legislative Decree 4/2004 of March 5 and its implementing regulations, subject to the specific peculiarities of Law 19/1992 of July 7 on real estate investment companies and funds and mortgage securitization funds; of the Consolidated Text of the Law on Transfer Tax and Stamp Duty approved by Royal Legislative Decree 1/1993 of September 24; of Law 37/1992 of December 28, on Value Added Tax; of Law 3/1994 as per the wording given by Final Provision One of Law 41/2007 and Royal Decree 926/1998, all of which essentially define the following fundamental principles:

- (i) The Fund is exempt from the concept of “Corporate Transactions” (*Operaciones Societarias*) under Transfer Tax and Stamp Duty (article 45.I.B.20.4 of the Revised Text of the Law on Transfer Tax and Stamp Duty) in relation to its incorporation and any other corporate transaction falling under this concept.
- (ii) In accordance with article 7.1.h of the Revised Text of the Corporate Income Tax Law, the Fund is subject to corporate income tax. The amount subject to this tax is calculated in accordance with the provisions of Section IV of said law at the rate in force from time to time, which at present is thirty per cent (30%).

In this regard, rule 13 of Circular 2/2009, as drafted in Circular 4/2010, of October 14, both from the Spanish National Securities Market Commission (CNMV), sets forth the criteria through which securitization funds must carry out the pertaining value adjustments resulting from drops in the value of the financial assets. The modification introduced by Law 2/2010 of March 1 to article 12.2 of the revised text of the Law on Corporate Income Tax, applicable to tax periods beginning from January 1, 2009 onward, states that, according to the rules, regulations must be established with regard to the circumstances determining the deductibility of value adjustments made on account of losses in the value of debt securities valued at amortized cost and included in mortgage-backed securities funds and asset-backed securities funds.

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

- (iii) The investment yield of the Fund is subject to the general system of corporate income tax withholdings, pursuant to article 59.K) of the Corporate Income Tax Regulations, as enacted by Royal Decree 1777/2004 of July 30, which states that tax will not be withheld on “*returns on stakes in mortgages, loans and other credit rights that constitute income for Securitization Funds*”.

- (iv) The management services rendered by the Manager to the Fund shall be exempt from Value Added Tax (article 20.1.18 n) of the Law on Value Added Tax).
- (v) The posting and assignment of security is subject to the general corporate income tax system, with no exceptions made for Securitization Funds.
- (vi) The issuance, subscription, transfer, redemption and repayment of the Bonds, depending on whether the investor is a corporation for the purposes of Value Added tax, will be “not subject” or “exempt”, according to each case, from Value Added Tax (article 20.1.18 of the Value Added Tax Law) and Transfer Tax/Stamp Duty (article 45.I.B.15 of the revised text of the Law on Transfer Tax and Stamp Duty).
- (vii) The transfer to the Fund of the Mortgage Transfer Certificates, of the credit rights derived from the Non-Mortgage Loans and Credit Lines is subject to and exempt from Value Added Tax (article 20.1.18 of the Value Added Tax Law).

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

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

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

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

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

Not applicable.



## 5. BUSINESS OVERVIEW

### 5.1 Brief description of the Issuer's principal activities.

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

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

Likewise, the Manager, in the name and on behalf of the Fund, will arrange a number of financial transactions and services in order to consolidate the financial structure of the Fund, increase the security or regularity of payments on the Bonds, cover the time gaps between the calendar of payments of principal and interest on the Loans and the Credit Lines and Bonds and, in general, allow the financial transformation to take place in the Fund between the financial features of the Loans and the Credit Lines and the financial features of each Bond Series.

### 5.2 General overview of the parties to the securitization program.

- a) SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is intervening as the Fund's Manager; as the coordinating entity of the Rating Agencies, of relations with the supervisory authorities and market operators and as legal and financial adviser in relation to the structure of the operation.

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

No rating agency has awarded the Manager a rating.

- b) BANCO SANTANDER, S.A. (“**Santander**”) is intervening as the Originator of the Assets, partial Subscriber of the Series A Bonds and full Subscriber of the Series B and Series C Bonds, Lead Manager of the Bond issue, Paying Agent and counterparty of the Fund under the Subordinated Loan Agreement, the Liquidity Facility and the Guaranteed Rate Reinvestment Agreements.

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

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

BANCO SANTANDER, S.A. is a Spanish lending institution having registered offices in Santander, at Paseo de Pereda 9-12, 39004, with its operational headquarters located at Ciudad Grupo Santander, Avenida de Cantabria sin número, 28660 Boadilla del Monte (Madrid), and holder of Tax Identification Number A-

39000013 and C.N.A.E. 651. A brief description of the company is provided under section 3.5 of the Additional Building Block.

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

- DBRS Ratings Limited: A (long-term) (confirmed in August 2013) and R-1 (low) (short-term) (confirmed in August 2013) with stable short-term and negative long-term outlooks.
- Standard & Poor's Credit Markets Services Europe Limited, Sucursal en España: BBB+ (long-term) (confirmed in June 2104) and A-2 (short-term) (confirmed in June 2014) with stable outlook.
- Moody's Investors Service España, S.A.: Baa1 (long-term) (confirmed in March 2014) and P-2 (short-term) (confirmed in March 2014) with a stable outlook.
- Fitch Ratings España, S.A.U.: A- (high) (long-term) (confirmed in July 2014) and F2 (short-term) (confirmed in July 2014), with a stable outlook.
- Scope Ratings AG: A (long-term) and S-1 (short-term) (confirmed in November 2014) with stable outlook.

- c) The European Investment Bank ("**EIB**") is intervening as the partial Subscriber of the Series A Bonds.

The EIB is an autonomous public institution created from the Treaty on the functioning of the Union European, signed in Rome on March 25 1957, as it has been successively renewed and supplemented. The EIB's capital is subscribed by the 28 member states of the European Union. The EIB grants funding, specifically in the form of loans and guarantees, to carry out investments from its own capital and from loans on the capital markets. The registered office of the EIB is located at 100, boulevard Konrad Adenauer, L - 2950, Luxembourg, Grand Duchy of Luxembourg.

- d) DBRS RATINGS LIMITED ("**DBRS**") is intervening as credit rating agency of the Bonds.

DBRS is a credit rating agency with registered address at 1 Minster Court 10<sup>th</sup> Floor, Mincing Lane, London EC3R 7AA, United Kingdom.

- e) MOODY'S INVESTORS SERVICE ESPAÑA, S.A. ("**Moody's**") is intervening as credit rating agency of the Bond.

Moody's is a Spanish subsidiary of the Moody's Investors Service credit agency, with registered address in Madrid at calle Príncipe de Vergara, 131, 6<sup>th</sup> floor, 28002 and Tax Identification Number A-80448475.

- f) SCOPE RATINGS A.G. ("**Scope**") is intervening as a credit rating agency of the Bonds.

Scope is a credit rating agency with register address at Lennéstraße 5, D-10785 Berlin, Germany and Tax Identification Number DE222618588.

The aforementioned rating agencies were registered and authorized by the European Securities & Markets Authority ("**ESMA**") on October 31, 2011 as

credit rating agencies of the European Union in accordance with the provisions of Regulation (EC) No 1060/2009 of the European Parliament and of the Council dated September 16, 2009 on credit rating agencies.

- g) CUATRECASAS GONÇALVES PEREIRA, S.L.P. is intervening as the legal advisor on the structure of the operation and has reviewed the legal aspects and tax regime applicable to the Fund as contained in section 4.5 d) of the Registration Document.

CUATRECASAS GONÇALVES PEREIRA, S.L.P. is a limited liability company incorporated in Spain, holding Tax Identification Number B-59942110, having registered address at Paseo de Gracia 111, 08008, Barcelona and filed with the Barcelona Mercantile Registry on page 23850, section 8, folio 30, volume 37673.

- h) DELOITTE, S.L. is intervening as auditor of the Fund and of the assignable portfolio.

Deloitte, S.L. is an audit firm having registered offices in Madrid, at Torre Picasso, Plaza Pablo Ruiz Picasso, s/n, holder of Tax Identification Number B-79104469, and registered with the Official Registry of Certified Public Accountants (*Registro Oficial de Auditores de Cuentas; R.O.A.C.*) under number S0692.

For the purpose of article 4 of the Spanish Securities Market Law, SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is part of the SANTANDER GROUP. For these purposes see sections 6.7 and 6.10 of the Registration Document.

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

## **6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES OF THE MANAGER**

### **6.1 Corporate bodies of the Manager**

In accordance with Royal Decree 926/1998, Asset Securitization Funds lack separate legal status. Securitization Fund Managers are entrusted with the incorporation, administration and legal representation thereof, as well as the representation and defense of the interests of the holders of the securities issued against the funds they administer and of the remaining ordinary creditors thereof.

By virtue of the foregoing, this section provides information on SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. in its capacity as the Manager charged with the incorporation, administration and representation of the securitization fund FONDO DE TITULIZACIÓN DE ACTIVOS PYMES SANTANDER 10.

#### **a) Name and business address.**

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

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

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

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

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

**6.2. Audit of accounts.**

The annual accounts of the Manager for the fiscal years closed on December 31, 2011, 2012 and 2013 were audited by the firm Deloitte, S.L. and deposited with the Mercantile Registry of Madrid. Unqualified audit reports were issued for each of aforementioned fiscal years.

**6.3. Principal activities.**

As required by law, article two of the Manager's Bylaws states that: "the company shall have as its exclusive purpose the incorporation, administration and legal representation of Mortgage Securitization Funds under the terms of article six of Law 19/1992, of July 7, on the system governing real estate investment companies and funds, mortgage securitization funds and asset securitization funds, in accordance with the provisions of article 12, point 1, of Royal Decree 926/1998, of May 14, regulating asset securitization funds and securitization fund managers. As a manager of third-party businesses, it is responsible for representing and defending the interests of the holders of the securities issued against the Funds it administers and of the remaining ordinary creditors thereof, and for carrying out the other duties attributed to securitization fund managers by current law in force."

Notwithstanding the foregoing, on March 27, 2014 the Executive Committee of the CNMV authorized the amendment of Article 2 of the bylaws of Santander de Titulización S.G.F.T. S.A. in order to validate its authority to take over the management and representation of Banking Asset Funds.

The total assets managed by the Manager at September 30, 2014 are as follows:

<b>MORTGAGE-BACKED FUNDS (Fondo de Titulización Hipotecaria, or FTH)</b>						
<b>FUND</b>	<b>SERIES</b>	<b>OUTSTANDING BALANCE</b>	<b>INTEREST RATE BY SERIES</b>	<b>RATING AGENCY</b>	<b>INCORPORATION DATE</b>	<b>INITIAL ASSET BALANCE</b>
<b>FTH UCI 5</b>	Series A	€5,005,025.20	Euribor 3M + 0.23%	Moody's España	06/03/1999	€265,000,000.00
	Series B	€2,649,999.60	Euribor 3M + 0.625%			
	<b>Total</b>	<b>€17,655,024.80</b>				
<b>FTH HIPOTEBANSA XI</b>	Series A	€173,505,315.24	Euribor 3M + 0.24%	S&P España / Moody's España	11/26/2002	€1,062,000,000.00
	Series B	€0,410,315.04	Euribor 3M + 0.45%			
	<b>Total</b>	<b>€183,915,630.16</b>				
<b>FTH UCI 10</b>	Series A	€142,216,278.40	Euribor 3M + 0.16%	S&P España	05/14/2004	€700,000,000.00
	Series B	€9,269,681.40	Euribor 3M + 0.50%			
	<b>Total</b>	<b>€151,485,959.80</b>				
<b>FTH UCI 12</b>	Series A	€277,621,072.00	Euribor 3M + 0.15%	S&P España	05/30/2005	€900,000,000.00
	Series B	€9,000,000.00	Euribor 3M + 0.27%			
	Series C	€23,800,000.00	Euribor 3M + 0.60%			
	<b>Total</b>	<b>€310,421,072.00</b>				
<b>TOTAL FTH</b>		<b>€663,477,686.76</b>				<b>€2,927,000,000.00</b>
<b>ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)</b>						
<b>FUND</b>	<b>SERIES</b>	<b>OUTSTANDING BALANCE</b>	<b>INTEREST RATE BY SERIES</b>	<b>RATING AGENCY</b>	<b>INCORPORATION DATE</b>	<b>INITIAL ASSET BALANCE</b>
<b>FTA UCI 6</b>	Series A	€6,486,793.04	Euribor 3M + 0.295%	Moody's España	06/19/2000	€157,000,000.00
	Series B	€4,569,992.58	Euribor 3M + 0.775%			
	<b>Total</b>	<b>€11,056,785.62</b>				
<b>FTA UCI 7</b>	Series A	46,907,655.96	Euribor 3M + 0.250%	S&P España / Moody's España	10/25/2001	€155,000,000.00
	Series B	3,412,500.52	Euribor 3M + 0.700%			
	<b>Total</b>	<b>€50,320,156.48</b>				
<b>FTA HIPOTEBANSA X</b>	Series A	94,576,312.16	Euribor 3M + 0.21%	S&P España / Moody's España	03/04/2002	€17,000,000.00
	Series B	6,877,500.51	Euribor 3M + 0.55%			
	<b>Total</b>	<b>€101,453,821.67</b>				
<b>FTA UCI 8</b>	Series A	67,579,491.24	Euribor 3M + 0.220%	S&P España / Moody's España	06/24/2002	€600,000,000.00
	Series B	4,499,999.46	Euribor 3M + 0.600%			
	<b>Total</b>	<b>€72,079,490.70</b>				

ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA UCI 9	Series A	183,843,293.17	Euribor 3M + 0.265%	S&P España / Moody's España	06/16/2003	€1,250,000,000.00
	Series B	13,632,869.50	Euribor 3M + 0.65 %			
	Series C	3,007,250.82	Euribor 3M + 1.20 %			
	<b>Total</b>	<b>€200,483,413.49</b>				
FTA FTPYME SANTANDER 1	Series A	0.00	Euribor 3M + 0.25%	Fitch / Moody's España	09/24/2003	€1,800,000,000.00
	Series B1(G)	36,908,652.63	Euribor 3M + 0.00%			
	Series B2	9,228,881.12	Euribor 3M + 0.40%			
	Series C	27,000,000.00	Euribor 3M + 0.90%			
	Series D	87,300,000.00	Euribor 3M + 1.80%			
<b>Total</b>	<b>€160,437,533.75</b>					
FTA SANTANDER HIPOTECARIO 1	Series A	347,691,261.12	Euribor 3M + 0.18%	S&P España / Moody's España	06/11/2004	€1,875,000,000.00
	Series B	53,400,000.00	Euribor 3M + 0.30%			
	Series C	46,900,000.00	Euribor 3M + 0.50%			
	Series D	56,300,000.00	Euribor 3M + 0.95%			
<b>Total</b>	<b>€504,291,261.12</b>					
FTA FTPYME SANTANDER 2	Series A	29,368,643.85	Euribor 3M + 0.20%	S&P España	10/21/2004	€1,850,000,000.00
	Series B	8,928,928.35	Euribor 3M + 0.00%			
	Series C	81,000,000.00	Euribor 3M + 0.30%			
	Series D	58,500,000.00	Euribor 3M + 0.70%			
	Series E	58,500,000.00	Euribor 3M + 1.50%			
<b>Total</b>	<b>€236,297,572.20</b>					
FTA UCI 11	Series A	196,292,822.88	Euribor 3M + 0.14%	S&P España	11/17/2004	€850,000,000.00
	Series B	6,000,000.00	Euribor 3M + 0.33%			
	Series C	22,900,000.00	Euribor 3M + 0.75%			
	<b>Total</b>	<b>€225,192,822.88</b>				
FTA SANTANDER PUBLICO 1	Series A	150,876,953.50	Euribor 3M+ 0.039%	Fitch / Moody's España	12/17/2004	€1,850,000,000.00
	Series B	12,185,805.70	Euribor 3M+ 0.30%			
	<b>Total</b>	<b>€163,062,759.20</b>				
ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA SANTANDER EMPRESAS 1	Series A1	0.00	Euribor 3M + 0.02%	S&P España / Fitch España	10/27/2005	€3,100,000,000.00
	Series A2	0.00	Euribor 3M + 0.12%			
	Series B	0.00	Euribor 3M + 0.21%			
	Series C	48,059,561.95	Euribor 3M + 0.29%			
	Series D	170,500,000.00	Euribor 3M + 0.59%			
<b>Total</b>	<b>€18,559,561.95</b>					
FTA UCI 14	Series A	473,725,969.25	Euribor 3M + 0.15%	S&P España / Fitch España	11/30/2005	€1,350,000,000.00
	Series B	34,100,000.00	Euribor 3M + 0.29%			
	Series C	38,400,000.00	Euribor 3M + 0.58%			
	<b>Total</b>	<b>€546,225,969.25</b>				
FTA UCI 15	Series A	551,931,857.06	Euribor 3M + 0.14%	S&P España / Fitch España	04/28/2006	€1,430,000,010.22
	Series B	32,900,000.00	Euribor 3M + 0.27%			
	Series C	56,500,000.00	Euribor 3M + 0.53%			
	Series D	21,600,000.00	Euribor 3M + 0.58%			
	<b>Total</b>	<b>€662,931,857.06</b>				

FTA SANTANDER  HIPOTECARIO 2	Series A	637,093,088.85	Euribor 3M + 0.15%	S&P España / Moody's España	06/30/2006	€1,955,000,000.00
	Series B	51,800,000.00	Euribor 3M + 0.20%			
	Series C	32,300,000.00	Euribor 3M + 0.30%			
	Series D	49,800,000.00	Euribor 3M + 0.55%			
	Series E	19,600,000.00	Euribor 3M + 2.10%			
	Series F	17,600,000.00	Euribor 3M + 1.00%			
	<b>Total</b>	<b>€808,193,088.85</b>				
FTA UCI 16	Series A1	0.00	Euribor 3M + 0.06%	S&P España / Fitch España	10/18/2006	€1,800,000,000.00
	Series A2	798,355,583.56	Euribor 3M + 0.15%			
	Series B	72,000,000.00	Euribor 3M + 0.30%			
	Series C	41,400,000.00	Euribor 3M + 0.55%			
	Series D	9,000,000.00	Euribor 3M + 2.25%			
	Series E	19,800,000.00	Euribor 3M + 2.30%			
	<b>Total</b>	<b>€940,555,583.56</b>				
FTA PYMES BANESTO 2	Series A1	0.00	Euribor 3M + 0.13%	S&P España / Moody's España / Fitch España	11/17/2006	€1,000,000,000.00
	Series A2	86,656,994.91	Euribor 3M + 0.16%			
	Series B	24,300,000.00	Euribor 3M + 0.27%			
	Series C	34,000,000.00	Euribor 3M + 0.54%			
	<b>Total</b>	<b>€144,956,994.91</b>				
FTA SANTANDER FINANCIACION 1	Series A	0.00	Euribor 3M + 0.15%	S&P España / Moody's España	12/14/2006	€1,900,000,000.00
	Series B	0.00	Euribor 3M + 0.20%			
	Series C	29,461,620.43	Euribor 3M + 0.30%			
	Series D	47,500,000.00	Euribor 3M + 0.55%			
	Series E	26,600,000.00	Euribor 3M + 2.10%			
	Series F	14,300,000.00	Euribor 3M + 1.00%			
	<b>Total</b>	<b>€117,861,620.43</b>				
FTA SANTANDER EMPRESAS 2	Series A1	0.00	Euribor 3M + 0.05%	Fitch España/ Moody's España	12/14/2006	€2,900,000,000.00
	Series A2	0.00	Euribor 3M + 0.16%			
	Series B	43,100,030.55	Euribor 3M + 0.22%			
	Series C	62,300,000.00	Euribor 3M + 0.32%			
	Series D	59,500,000.00	Euribor 3M + 0.55%			
	Series E	29,000,000.00	Euribor 3M + 2.10%			
	Series F	53,700,000.00	Euribor 3M + 0.50%			
<b>Total</b>	<b>€247,600,030.55</b>					
FTA SANTANDER HIPOTECARIO 3	Series A1	228,283,384.62	Euribor 3M + 0.06%	Fitch España/ Moody's España	04/04/2007	€2,800,000,000.00
	Series A2	814,576,686.00	Euribor 3M + 0.14%			
	Series A3	222,157,278.00	Euribor 3M + 0.20%			
	Series B	79,200,000.00	Euribor 3M + 0.22%			
	Series C	47,500,000.00	Euribor 3M + 0.30%			
	Series D	72,000,000.00	Euribor 3M + 0.55%			
	Series E	28,000,000.00	Euribor 3M + 2.10%			
	Series F	22,400,000.00	Euribor 3M + 0.50%			
<b>Total</b>	<b>€1,514,117,348.62</b>					
FTA UCI 17	Series A1	0.00	Euribor 3M + 0.10%	S&P España / Fitch España	05/07/2007	€1,415,400,000.00
	Series A2	721,008,050.34	Euribor 3M + 0.18%			
	Series B	72,800,000.00	Euribor 3M + 0.35%			
	Series C	28,000,000.00	Euribor 3M + 0.60%			
	Series D	15,400,000.00	Euribor 3M + 2.25%			
<b>Total</b>	<b>€837,208,050.34</b>					

ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA SANTANDER EMPRESAS 3	Series A1	0.00	Euribor 3M + 0.08%	S&P España / Moody's España	05/28/2007	€3,500,000,000.00
	Series A2	134,662,140.00	Euribor 3M + 0.17%	Fitch España		
	Series A3	57,429,490.25	Euribor 3M + 0.25%			
	Series B	39,700,000.00	Euribor 3M + 0.28%			
	Series C	117,300,000.00	Euribor 3M + 0.32%			
	Series D	70,000,000.00	Euribor 3M + 0.65%			
	Series E	45,500,000.00	Euribor 3M + 2.30%			
	Series F	45,500,000.00	Euribor 3M + 0.50%			
<b>Total</b>		<b>€10,091,630.25</b>				
FTA PITCH	Series 1	1,200,000,000.00	5.1353%	S&P España / Moody's España	07/17/2007	€1,200,000,000.00
<b>Total</b>		<b>€1,200,000,000.00</b>				
FTA UCI 18	Series A	850,797,750.50	Euribor 3M + 0.32%	S&P España	02/27/2008	€1,700,000,000.00
	Series B	38,300,000.00	Euribor 3M + 0.60%			
	Series C	21,200,000.00	Euribor 3M + 1.20%			
	Series D	23,000,000.00	Euribor 3M + 2.20%			
	<b>Total</b>		<b>€933,297,750.50</b>			
ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA SANTANDER 2	Promissory Notes	€840,000,000.00		S&P España / Fitch España	11/27/2008	€500,000,000.00
FTA SANTANDER CONSUMER SPAIN 09-1	Series A	0.00	Euribor 3M + 0.30%	Moody's España / DBRS	02/16/2009	€700,000,000.00
	Series B	23,852,849.00	Euribor 3M + 0.50%			
	Series C	37,800,000.00	Euribor 3M + 1.50%			
	Series D	35,700,000.00	Euribor 3M + 3.50%			
	<b>Total</b>		<b>€97,352,849.00</b>			
FTA EMPRESAS BANESTO 5	Series A	117,113,606.40	Euribor 3M + 0.70%	Moody's España / DBRS	09/13/2010	€1,600,000,000.00
	Series B	96,000,000.00	Euribor 3M + 1.20%			
	Series C	160,000,000.00	Euribor 3M + 2.00%			
<b>Total</b>		<b>€373,113,606.40</b>				



ASSET-BACKED FUNDS (Fondo de Titulización de Activos, or FTA)						
FUND	SERIES	OUTSTANDING BALANCE	INTEREST RATE BY SERIES	RATING AGENCY	INCORPORATION DATE	INITIAL ASSET BALANCE
FTA SANTANDER CONSUMER SPAIN AUTO 2010	Series A	0.00	Euribor 3M + 0.70%		07/01/2010	€600,000,000.00
	Series B	43,124,376.00	Euribor 3M + 1.20%	Moody's España		
	Series C	49,500,000.00	Euribor 3M + 1.50%			
	Series D	88,500,000.00	Euribor 3M + 0.65%			
		<b>€81,124,376.00</b>				
FTA SANTANDER HIPOTECARIO 7	Series A	991,247,184.00	Euribor 3M + 0.65%	Moody's España	07/22/2011	€1,800,000,000.00
	Series B	360,000,000.00	Euribor 3M + 1.30%	DBRS		
	Series C	359,700,000.00	Euribor 3M + 0.65%			
		<b>€1,710,947,184.00</b>				
FTA EMPRESAS BANESTO 6	Series A	26,999,527.50	Euribor 3M + 0.70%	Moody's España / DBRS	09/28/2011	€1,100,000,000.00
	Series B	165,000,000.00	Euribor 3M + 1.20%			
	Series C	264,000,000.00	Euribor 3M + 2.00%			
		<b>€455,999,527.50</b>				
FTA SANTANDER EMPRESAS 10	Series A	0.00	Euribor 3M + 0.75%	Moody's España / DBRS	11/24/2011	€4,700,000,000.00
	Series B	724,869,720.00	Euribor 3M + 1.00%			
	Series C	940,000,000.00	Euribor 3M + 0.65%			
		<b>€1,664,869,720.00</b>				
FTA SANTANDER CONSUMER SPAIN AUTO 11-1	Series A	131,069,731.86	Euribor 3M + 1.40%	Moody's España / FITCH	12/07/2011	€795,000,000.00
	Series B	71,600,000.00	Euribor 3M + 1.70%			
	Series C	63,600,000.00	Euribor 3M + 2.00%			
	Series D	117,300,000.00	Euribor 3M + 0.65% + extra part			
		<b>€383,569,731.86</b>				
FTA SANTANDER HIPOTECARIO 8	Series A	439,110,976.00	Euribor 3M + 0.65%	Moody's España / DBRS	12/15/2011	€800,000,000.00
	Series B	160,000,000.00	Euribor 3M + 1.00%			
	Series C	160,000,000.00	Euribor 3M + 0.65% + extra part			
		<b>€759,110,976.00</b>				
FTA PYMES SANTANDER 3	Series A	304,971,269.12	Euribor 3M + 0.30%	S&P DBRS	07/17/2012	€1,570,000,000.00
	Series B	266,900,000.00	Euribor 3M + 0.50%			
	Series C	314,000,000.00	Euribor 3M + 0.50% + extra part			
		<b>€855,871,269.12</b>				
FTA PYMES SANTANDER 4	Series A	432,041,888.75	Euribor 3M + 0.30%	Moody's España DBRS	11/13/2012	€2,650,000,000.00
	Series B	397,500,000.00	Euribor 3M + 0.50%			
	Series C	530,000,000.00	Euribor 3M + 0.50% + extra part			
		<b>€1,359,541,888.75</b>				
SANTANDER CONSUMER SPAIN AUTO 12-1	Series A	252,530,890.01	Fixed Rate 3.00%	Moody's España Fitch	11/20/2012	€500,000,000
		<b>€252,530,890.01</b>				
F.T.A. PYMES SANTANDER 5	Series A	533,489,630.40	Euribor 3M + 1.00%	Moody's España	05/14/2013	€1,710,000,000.00
	Series B	342,000,000.00	Euribor 3M + 1.10%	DBRS		
	Series C	342,000,000.00	Euribor 3M + 0.50%			
		<b>€1,217,489,630.40</b>				

F.T.A. SANTANDER HIPOTECARIO 9	Series A	456,215,906.25	Euribor 3M + 0.30%	Moody's España	06/25/2013	€50,000,000.00
	Series B	162,500,000.00	Euribor 3M + 0.40%	DBRS		
	Series C	117,000,000.00	Euribor 3M + 0.50%			
		<b>€35,715,906.25</b>				
FTA PYMES BANESTO 3	Series A	172,292,853.81	Euribor 3M + 0.30%	S&P	01/21/2013	€490,000,000.00
	Series B	63,700,000.00	Euribor 3M + 0.50%	DBRS		
	Series C	98,000,000.00	Euribor 3M + 0.50%			
		<b>€33,992,853.81</b>				
SANTANDER CONSUMER SPAIN AUTO 13-1	Series A	390,142,957.08	Fixed Rate 3.00%	Moody's España Fitch	10/16/2013	€500,000,000
		<b>€390,142,957.08</b>				
F.T.A. PYMES SANTANDER 6	Series A	193,374,164.28	Euribor 3M + 1.50%	S&P	11/19/2013	€340,000,000.00
	Series B	105,400,000.00	Euribor 3M + 1.60%	DBRS		
	Series C	68,000,000.00	Euribor 3M + 0.50%			
		<b>€66,774,164.28</b>				
F.T.A. PYMES SANTANDER 7	Series A	553,284,720.00	Euribor 3M + 1.00%	Moody's España	11/25/2013	€1,700,000,000.00
	Series B	340,000,000.00	Euribor 3M + 1.10%	DBRS		
	Series C	340,000,000.00	Euribor 3M + 0.50%			
		<b>€1,233,284,720.00</b>				
F.T.A. PYMES SANTANDER 8	Series A	1,317,500,000.00	Euribor 3M + 0.40%	Moody's España	05/20/2014	€1,550,000,000.00
	Series B	232,500,000.00	Euribor 3M + 0.50%	DBRS		
	Series C	310,000,000.00	Euribor 3M + 0.50%			
		<b>1,860,000,000.00</b>				
F.T.A. PYMES SANTANDER 9	Series A	318,548,493.00	Euribor 3M + 0.75%	S&P	05/20/2014	€500,000,000.00
	Series B	168,300,000.00	Euribor 3M + 0.80%	DBRS		
		<b>486,848,493.04</b>				
F.T.A. RMBS SANTANDER 1	Series A	948,036,281.40	Euribor 3M + 0.90%	Moody's	06/23/2014	€1,495,000,000.00
	Series B	338,000,000.00	Euribor 3M + 1.30%	DBRS		
	Series C	195,000,000.00	Euribor 3M + 0.65%			
		<b>1,481,036,281.40</b>				
F.T.A. RMBS SANTANDER 2	Series A	2,520,000,000.00	Euribor 3M + 0.30%	Moody's	07/14/2014	€3,450,000,000.00
	Series B	480,000,000.00	Euribor 3M + 0.40%	DBRS		
	Series C	450,000,000.00	Euribor 3M + 0.50%			
		<b>3,450,000,000.00</b>				
<b>TOTAL FTA</b>		<b>30,955,592,119.30€</b>				<b>€1,176,200,010.22</b>
<b>TOTAL (FTH+FTA)</b>		<b>31,619,069,806.06€</b>				<b>€4,103,200,010.22</b>

#### 6.4. Share capital and shareholders' equity.

##### a) Par value subscribed and paid-in:

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

##### b) Share classes:

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

**6.5. Holding of shares in other entities.**

The Manager has no shareholdings in any other entity.

**6.6. Corporate bodies.**

The governance and administration of the Manager are entrusted by the Bylaws to the General Shareholders' Meeting and to the Board of Directors. Their competencies and powers are those vested in said bodies in accordance with the provisions of the Spanish Corporate Enterprise Act (*Ley de Sociedades de Capital*), Law 19/1992 and Royal Decree 926/1998, in relation to the corporate purpose.

**(a) Directors**

The Board of Directors is made up of the following persons:

Chairman: José Antonio Álvarez Álvarez

Directors: Ignacio Ortega Gavara  
José Antonio Soler Ramos  
Ana Bolado Valle  
Marcelo Alejandro Castro Zappa  
Enrique Silva Bravo  
Jesús Cepeda Caro  
Gabriel de Escalante Yanguela  
Jesús Fuentes Colella

Secretary/Non-Director: María José Olmedilla González

**(b) General Management**

The Manager's General Manager is Ignacio Ortega Gavara.

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

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

Name	Activity performed	Relationship under which activity is performed	Company in which the activity is performed	Position or functions held or performed in relation to the Company in question	Position in Banco Santander
Ana Bolado					Assistant General Director
José Antonio Álvarez Álvarez	Banking	Employee	Banco Santander Brasil	Board member	General Director
			Santander Consumer Finance SA		
			Supervision Committee of Santander Consumer AG Bank (Germany)	Member	
			Supervision Committee of Banco Zachodni WBK, SA (Poland)		
			Supervision Committee of Santander Consumer Holdings GMBH ( Germany)		
			Supervision Committee of Santander Holdings USA		
Enrique Silva Bravo	Banking	Employee	Reintegra, SA	Chairman	Deputy General Director
			Redsys, SL	Board member	
			Isban, SA		
Marcelo Alejandro Castro	Banking	Employee	Santander Benelux	Board member	Assistant Deputy General Director
José Antonio Soler Ramos	Financial Intermediation	Employee	Santander Comercial	Chairman	Assistant General Director
			Santander US Debt, SAU		
			Santander Issuances, SAU		
			Santander International Debt, SAU		
			Santander Benelux, SA	Board member	
			Open Bank, S.A.		
Gabriel de Escalante Yangüela	Banking	Employee	Geoban, S.A.	Chairman	Assistant General Director
			Santander Operaciones Retail, S.A.		
			Grupo Konecta, SL	Board member	
Jesús Cepeda Caro	Banking	Employee	Salco S.A.	Chairman	General Director
			Santander Brasil EFC, S.A.	Board Member	

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

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

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

Ciudad Grupo Santander

Avenida de Cantabria s/n

28660 Boadilla del Monte (Madrid)

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

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

**6.9 Significant litigation and disputes.**

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

**6.10 Financial information concerning the Manager.**

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

Details of the audited balance sheet and income statement for completed fiscal years 2012 and 2013 and at September 30, 2014, unaudited, are provided below:

**Balance sheet as at December 31, 2012 and 2013 and at September 30, 2014 (in thousands of euros)**

<b>ASSETS</b>	<b>12/31/2012</b>	<b>12/31/2013</b>	<b>09/30/2014</b>
<b>FIXED ASSETS:</b>			
Intangible assets	-	-	-
Tangible assets	-	-	-
<b>Total fixed assets</b>	-	-	-
<b>CAPITAL ASSETS</b>			
Long-term sureties	-	19	19
<b>Total capital assets</b>	-	<b>19</b>	<b>19</b>
<b>CURRENT ASSETS:</b>			
Receivables	<b>310</b>	<b>396</b>	<b>268</b>
Loans to employees	38	36	28
Other receivables	272	360	240
Short-term investments	-	-	-
<b>Public tax authorities</b>	-	-	-
<b>Cash in bank and at hand</b>	<b>9,966</b>	<b>9,987</b>	<b>10,949</b>
<b>Prepayments and accrued income</b>	<b>964</b>	<b>880</b>	<b>888</b>
<b>Total current assets</b>	<b>11,240</b>	<b>11,263</b>	<b>12,105</b>
<b>TOTAL ASSETS</b>	<b>11,240</b>	<b>11,282</b>	<b>12,124</b>

<b>LIABILITIES</b>	<b>12/31/2012</b>	<b>12/31/2013</b>	<b>09/30/2014</b>
<b>EQUITY:</b>			
Share capital	902	902	902
Reserves	182	182	182
Trading results - Profit	1,905	1,553	604
<b>Total equity</b>	<b>2,989</b>	<b>2,637</b>	<b>1,688</b>
<b>LONG-TERM PAYABLES:</b>			
Debts with Group companies	6,879	7,679	7,678
	<b>6,879</b>	<b>7,679</b>	<b>7,678</b>
<b>SHORT-TERM PAYABLES:</b>			
Tax authorities ( <i>Hacienda Pública</i> )	71	710	956
Other payables		30	23
Debts with Group companies	997	3	3
Prepayments and accrued expenses	304	223	224
Dividend payable			1,552
<b>Total short-term payables</b>	<b>1,372</b>	<b>966</b>	<b>2,758</b>
<b>TOTAL LIABILITIES</b>	<b>11,240</b>	<b>11,282</b>	<b>12,124</b>

**Income statements as at December 31, 2012 and 2013 and at September 30, 2014 (in thousands of euros):**

	<b>12/31/2012</b>	<b>12/31/2013</b>	<b>09/30/2013</b>
<b>CONTINUED OPERATIONS</b>			
Net income	8,948	7,544	5,086
Other operating income	40	25	2
Personnel costs	-1,163	-1,050	-837
Other operating expenses	-5,161	-4,299	-3,388
Depreciation of property, plant and equipment	-	-	-
Impairment and income from disposals of property, plant and equipment	-	-	-
<b>OPERATING PROFIT</b>	<b>2,664</b>	<b>2,220</b>	<b>863</b>
Financial income	-	-	-
From tradable securities and other financial instruments	-	-	-
<b>FINANCIAL PROFIT</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>PRE-TAX PROFIT</b>	<b>2,664</b>	<b>2,220</b>	<b>863</b>
Income tax	-803	-667	-259
<b>PROFIT FOR THE YEAR FROM CONTINUED OPERATIONS</b>	<b>1,861</b>	<b>1,553</b>	<b>604</b>
<b>DISCONTINUED OPERATIONS</b>			
Profit for the year from discontinued operations, net of tax	-	-	-
<b>PROFIT FOR THE YEAR</b>	<b>1,861</b>	<b>1,553</b>	<b>604</b>

## 7. MAIN SHAREHOLDERS OF THE MANAGER

### a) Shareholders of the Manager

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

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

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

For the purposes of article 4 of the Spanish Securities Market Law, SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is part of SANTANDER GROUP.

So as to ensure the absence of abuses of control on the part of Banco Santander, S.A. over the Manager, the Manager approved its Internal Rules of Conduct in accordance with the provisions of Chapter II of Royal Decree 217/2008 of February 15, on the legal structure of investment services companies and other entities that render investment services and by which the Regulatory Framework of Law 35/2003 of November 4 was in part amended for Collective Investment Schemes, as approved by Royal Decree 1309/2005 of November 4. The Internal Rules of Conduct were duly reported to the CNMV.

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

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

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

### 8.2 Historical financial information.

Not applicable.

### 8.2 bis This paragraph is to be used solely for issues of asset-backed securities with a denomination per unit of at least €50,000.

Not applicable.

### 8.3 Legal and arbitration procedures.

Not applicable.

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

Not applicable.



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

**9.1 Expert statements or reports.**

Not applicable.

**9.2 Information from third parties.**

Not applicable.

**10. DOCUMENTS AVAILABLE FOR CONSULTATION**

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

- (a) **The Bylaws and deed of incorporation of the Manager.**
- (b) **This Prospectus.**
- (c) **The Deed of Incorporation of the Fund.**
- (d) **The Subordinated Loan Agreement, the Liquidity Facility, the Guaranteed Rate Reinvestment Agreement, the Subscription Agreement and the Management and Paying Agent Agreement.**
- (e) **Attribute Audit report**, prepared by Deloitte, S.L.
- (f) **Certificate of the resolution of Santander's Executive Committee** meeting of October 27, 2014, at which it was decided to transfer the Assets to the Fund and **the certificate of the resolutions of the Manager's Board of Directors** meeting of September 15, 2014, at which the following matters, *inter alia*, were resolved: the incorporation of the Fund, the acquisition by the Fund of the Assets assigned by Santander, and the issuance of the Bonds against the Fund.
- (g) **The letters disclosing the provisional ratings and letters disclosing the definitive ratings** issued by DBRS, Moody's and Scope.
- (h) **The Annual Financial Statements and audit reports of the Manager.**

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

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

A copy of the Prospectus will be available to the public on the CNMV website ([www.cnmv.es](http://www.cnmv.es)) and the AIAF website ([www.aiaf.es](http://www.aiaf.es)), and on the website of the Manager ([www.santanderdetitulizacion.com](http://www.santanderdetitulizacion.com)).

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

## SECURITIES NOTE

This Securities Note was prepared in accordance with Annex XIII of Regulation (EC) No 809/2004 and was approved by the Comisión Nacional del Mercado de Valores (*Spanish Securities Market Commission*) on November 25, 2014.

## **1. PERSONS RESPONSIBLE**

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

MS. MARÍA JOSÉ OLMEDILLA GONZÁLEZ, acting in her capacity as Non-Director Secretary of the Board of Directors of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A., such company having its registered offices at Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660, Boadilla del Monte (Madrid), assumes responsibility for the information contained in this Securities Note and in the Additional Building Block.

MS. MARÍA JOSÉ OLMEDILLA GONZÁLEZ acts in furtherance of the powers conferred upon her for the purpose of incorporating the Fund by the Board of Directors of the Manager at its meeting of September 15, 2014.

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is the promoter of the securitization fund FONDO DE TITULIZACIÓN DE ACTIVOS PYMES SANTANDER 10 and shall be responsible for the administration and legal representation thereof.

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

MS. MARÍA JOSÉ OLMEDILLA GONZÁLEZ declares that, having taken all reasonable care to ensure that such is the case, the information contained in the Securities Note and in the Additional Building Block is, to the best of her knowledge, in accordance with the facts and contains no omission likely to affect its import.

## **2. RISK FACTORS**

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

## **3. KEY INFORMATION**

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

The natural and legal persons involved in the issue are:

- a) SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is intervening as the Fund’s Manager and as legal and financial adviser in relation to the structure of the operation.
- b) BANCO SANTANDER, S.A. is intervening as the Originator of the Assets, partial Subscriber of the Series A Bonds and full Subscriber of the Series B and Series C Bonds, Lead Manager, Paying Agent and counterparty of the Fund under the Subordinated Loan Agreement, the Liquidity Facility and the Guaranteed Rate Reinvestment Agreements.
- c) EUROPEAN INVESTMENT BANK is intervening as partial Subscriber of the Series A Bonds.
- d) DBRS Ratings Limited, Moody’s Investors Service España, S.A. and Scope Ratings AG are intervening as credit rating agencies of the Bonds.
- d) CUATRECASAS GONÇALVES PEREIRA, S.L.P. is intervening as legal adviser to the operation and has reviewed the tax regime applicable to the Fund as contained in section 4.5 d) of the Registration Document.
- f) DELOITTE, S.L. is intervening as auditor of the Fund and will prepare the Attribute Audit Report described in section 2.2.2 of the Additional Building Block.

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

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

##### **4.1 Total amount of the securities.**

###### **a) Total amount of the issue.**

The total amount of the Bonds being issued is FOUR BILLION FIVE HUNDRED SIXTY MILLION EUROS (€4,560,000,000), represented by FORTY-FIVE THOUSAND SIX HUNDRED (45,600) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000), distributed in three (3) Bond Series (A, B and C). Each Series will have the following total face value:

- **Series A:** total face value of TWO BILLION NINE HUNDRED SEVEN MILLION EUROS (€2,907,000,000), made up of TWENTY-NINE THOUSAND SEVENTY (29,070) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000);
- **Series B:** total face value of EIGHT HUNDRED NINETY-THREE MILLION EUROS (€893,000,000), made up of EIGHT THOUSAND NINE HUNDRED THIRTY (8,930) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000); and
- **Series C:** total face value of SEVEN HUNDRED SIXTY MILLION EUROS (€760,000,000), made up of SEVEN THOUSAND SIX HUNDRED (7,600) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000).

###### **b) Subscription of the issue.**

The Manager will sign a Subscription Agreement whereby (i) the EIB as the partial Subscriber of the Series A Bonds, and (ii) Santander, as the partial Subscriber of the Series A Bonds and full Subscriber of the Series B and Series C Bonds, undertake respectfully to subscribe all the Bonds of each of the Series issued by the Fund. They will not charge any commission for assuming this commitment.

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

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

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

##### **4.2 Description of the type and class of securities.**

The Bonds will be legally classified as negotiable fixed income securities with an explicit return, and will be subject to the system provided for in the Spanish Securities Market Law and implementing regulations issued under Royal Decree 926/1998.

##### **4.3 Legislation applicable to the securities.**

The Bonds are issued in accordance with the laws of Spain and, in particular, according to legal system established in (i) Royal Decree 926/1998 and implementing provisions; (ii)

Royal Decree 1310/2005; (iii) Law 19/1992, for any matters not envisaged in Royal Decree 926/1998 and insofar as applicable; (iv) the Spanish Securities Market Law; (v) Order 3537 of the Spanish Ministry of the Economy and Finance of November 10, 2005, which implemented article 27.4 of Spanish Securities Market Law 24/1988 of July 28; and (vi) any such other legal and regulatory provisions as may be in force and applicable from time to time.

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

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

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

The Bonds shall be represented exclusively by book entries, and will be constituted as such by virtue of their inscription in the corresponding accounting records. The Deed of Incorporation will have the effects set forth in article 6 of Law 24/1988.

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

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

The Bonds will also be registered in international securities depositories such as EUROCLEAR BANK.

**4.5 Currency of the issue.**

The Bonds shall be denominated in EUROS.

**4.6 Classification of the securities according to ranking.**

The Manager shall, on behalf of the Fund, apply on each Payment Date the amount of the Liquid Funds (i.e. amounts received by the Fund as principal, interest and any other monies on Assets, returns on the Cash Account and Interest Account, the Reserve Fund, and any other monies received by the Fund, as established in section 3.4.6.(a) of the Additional Building Block) towards the relevant payments and withholdings, as per the Order of Priority of Payments described under section 3.4.6.(b) of the Additional Building Block, which, as regards the payment of interests and principal on the Bonds, may be summarized as follows, without prejudice of the Order of Priority of Payments for Settlement described in section 3.4.6.(d) of the Additional Building Block:

**a) Payment of interest:**

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

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

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

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

**b) Redemption of principal:**

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

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

- b.1 Liquid Funds for Redemption on each Payment Date shall be used to redeem principal of the Series A Bonds, until redeemed in full.

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

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

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

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

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

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

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

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

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

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

Bondholders will have no action against the Manager unless the latter breaches its obligations described in this Prospectus, in the Deed of Incorporation, or those provided by law. The Manager is the only authorized representative of the Fund before third parties and in any kind of legal proceedings, pursuant to applicable legislation.

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

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

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

Without prejudice to the provisions of section 4.6.a) a.3 above with regards to the Extraordinary Part of the interest on the Series C Bonds, the returns on the Bonds shall be

determined for each Series (including the Ordinary Part of the interest accrued on Series C Bonds) by using a variable interest rate, pursuant to the following provisions:

- a) From their Disbursement Date (December 4, 2014) until redeemed in full, all Bond Series shall accrue variable annual nominal interest payable quarterly. The interest will be paid quarterly in arrears on each Payment Date, provided the Fund has sufficient Liquid Funds in the Cash Account or Interest Account, as the case may be, in accordance with the Order of Priority of Payments envisaged for each Series under section 3.4.6 (b) of the Additional Building Block or in accordance with the Order of Priority of Payments for Settlement described in section 3.4.6. (d) of the Additional Building Block and shall be calculated upon the Outstanding Principal Balance of the Bonds of each Series at the immediately preceding Payment Date.

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

- b) For the purposes of the accrual of interest on Bonds from all Series, the duration of the issue shall be divided into successive Interest Accrual Periods comprising the days actually transpired between each Payment Date, including in each Interest Accrual Period the initial Payment Date and excluding the final Payment Date. The first Accrual Period shall have a duration of less than a quarter, equivalent to the duration between the Disbursement Date (December 4, 2014) and the First Payment Date (February 20, 2015). Under no circumstances may the last Interest Accrual Period extend beyond the Legal Maturity Date of the Fund.

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

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

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

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

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



- 0.35% for Series A Bonds;
- 0.60% for Series B Bonds; and
- 0.65% of Ordinary Part for Series C Bonds plus Extra Part;

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

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

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

In exceptional circumstances, and given the number of days of the first Interest Accrual Period, the Benchmark Interest Rate for the first Interest Accrual Period will be the rate resulting from the linear interpolation between the two (2)-month EURIBOR and the three (3)-month EURIBOR rates displayed on the EURIBOR01 Reuters screen at 11.00 a.m. (CET) on the Incorporation Date, considering the number of days of the first Interest Accrual Period.

[The Reference Interest Rate for the First Accrual Period shall be calculated in accordance with the following formula.

$$R = E_2 + \left[ \frac{E_3 - E_2}{d_3 - d_2} \right] \times (d_t - d_2)$$

R = Reference Interest Rate for the First Accrual Period

d<sub>t</sub> = Number of days of the First Accrual Period

d<sub>2</sub> = Number of days corresponding to the two (2) month Euribor

d<sub>3</sub> = Number of days corresponding to the three (3) month Euribor

E<sub>2</sub> = Two (2) month Euribor rate

E<sub>3</sub> = Three (3) month Euribor rate

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

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

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

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

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

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

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

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

- f) The Nominal Interest Rate shall accrue on the days transpired during each Interest Accrual Period for which the rate has been determined, calculated on the basis of a year containing three hundred and sixty (360) days.
- g) The interest rate attached to the Bonds belonging to all Series will be payable quarterly on each Payment Date, i.e. February 20, May 20, August 20 and November 20 of each year, until redeemed in full, provided that the Fund has sufficient Liquid Funds in the Cash Account or Interest Account, as the case may be, in accordance with the Order of Priority of Payments envisaged under section 3.4.6.(b) of the Additional Building Block.

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

- h) The first interest payment on the Bonds belonging to all Series will be effected on February 20, 2015, with interest accruing at the relevant Nominal Interest Rate from the Disbursement Date (inclusive) until February 20, 2015 (non-inclusive).
- i) Interest to be paid on each Payment Date for each Bond Series (excluding the Extraordinary Part of Series C) and for each Interest Accrual Period will be calculated in accordance with the following formula:

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

Where:

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

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

R = Nominal interest rate per annum.

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

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

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

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

#### **4.8.1 Valid period in which interest can be claimed.**

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

Unpaid amounts of due interest on Series A Bonds shall accrue additional or default interest at the three (3)-month EURIBOR rate plus two hundred basis points (2.00%) and will not be added to the Outstanding Principal Balance of the Series A Bonds, payable according to the Order of Priority of Payments and applied in order of maturity.

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

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

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

Not applicable.

#### **4.8.3 Rules for adjusting the underlying.**

Not applicable.

#### **4.8.4 Calculation agent.**

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

#### **4.9 Redemption price and provisions concerning maturity of the securities.**

##### **4.9.1 Redemption price of the Bonds.**

The redemption price for the Bonds of each Series will be ONE HUNDRED THOUSAND EUROS (€100,000) per Bond, equivalent to 100% of their nominal value, free of expenses and taxes for the Bondholder. This redemption shall be performed partially, in the form and the manner described in this Prospectus, and shall be settled at each Payment Date, as established in the following sections.

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

##### **4.9.2 Maturity of the Bonds.**

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

##### **4.9.3 Redemption dates for the Bonds.**

Series A and B Bonds shall be redeemed by reducing their nominal value on each Payment Date (i.e. on February 20, May 20, August 20 and November 20 of each year, or, if any of these days is not a Business Day, on the next Business Day) until redeemed in full, in accordance with the redemption rules established below.

Series C Bonds will be redeemed by reducing their nominal value on each Payment Date (i.e. on February 20, May 20, August 20 and November 20 of each year, or, if any of these days is not a Business Day, on the next Business Day) beginning on the Payment Date on which a partial release of the Reserve Fund takes place, in accordance with the redemption rules established below.

##### **4.9.4 Distribution of Liquid Funds for Redemption.**

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

- (i) the Amount Accrued for Redemption for Series A and B Bonds, less any downward variations of the Credit Lines (without considering their total redemptions) on the Calculation Date prior to each Payment Date; and
- (ii) depending on the Liquid Funds on each Payment Date, the remaining Liquid Funds (as defined in section 3.4.6(a) of the Additional Building Block), excluding any downward variations of the Credit Lines (without considering their total redemptions), and that will include the balance transferred from the Interest Account, as appropriate, less the amounts applied to the items described in points 1 to 3 of the Order of Priority of Payments explained in section 3.4.6 (b) of the Additional Building Block.

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

- (a) the total Outstanding Principal Balance on Series A and B Bonds on the Calculation Date prior to each Payment Date; and

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

For increased comprehension, two (2) practical examples are provided.

Data on the Date of Incorporation:

Bonds: €1,000

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

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

### **Example 1**

These are the data on the first Calculation Date:

Bonds: €1,000

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

Reserve Fund: €200

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

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

Liquid Funds: €200 (Cash Account) + €200 (Interest Account) = €400

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

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

(i) €200 (Quantity Accrued for Redemption) - €50 (Downward variations of the Credit Lines) = €150

(ii) €400 (Liquid Funds) - €50 (Downward variations of the Credit Lines) = €350

Therefore, in this case the Funds Available for Redemption would be €150.

### **Example 2**

These are the data on the first Calculation Date:

Bonds: €1,000

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

Reserve Fund: €200

Downward variations of the credit lines: €0

Credit line redemptions: €0

Upward variations of the credit lines: €150

Liquid Funds: €0 (Cash Account) + €200 (Interest Account) = €200

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

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

(i) €50 (Quantity Accrued for Redemption) - €0 (Downward variations of the Credit Lines) = €50

(ii) €200 (Liquid Funds) - €0 (Downward variations of the Credit Lines) = €200

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

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

#### 4.9.5 Ordinary and extraordinary rules for redemption.

- **Redemption of Series A Bonds:**

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

The first redemption payment on the Series A Bonds shall take place, if applicable, at the Payment Date on February 20, 2015.

- **Redemption of Series B Bonds:**

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

- **Redemption of Series C Bonds:**

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

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

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

#### **4.9.6 Early Redemption of the Bond issue.**

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

#### **4.9.7 Legal Maturity Date.**

The Legal Maturity Date, and consequently, the final redemption of the Bonds is August 20, 2057 or, if not a Business Day, the following Business Day unless there is an extension of the Final Maturity Date of the Fund. Notwithstanding the foregoing, the Manager may, in name and on behalf of the Fund, and in accordance with that provided in section 4.9, proceed to redeem some or all the Series of the Bond issue prior to the Legal Maturity Date.

#### **4.10 Indication of investor returns and calculation method**

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

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

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

- (i) The interest rate on the Loans and Credit Lines which has been used to calculate the repayments and interest on each of the Loans, and interest rate calculations in the case of the Selected Credit Lines, is the interest rate of each of the selected Loans and Credit Lines at October 15, 2014;

The maintenance of the selected Loan repayment systems at October 15, 2014, including, where appropriate, the pending repayment of principal, and the due date of the installments;

The Credit Lines are considered to have repayment at maturity;

- (ii) Asset default: 9.40% of the Outstanding Balance of the Assets with 50% recovery between 90 days and 12 months in arrears. Accordingly, there will be no partial redemption of the Series C bonds until the latter date in accordance with the terms of section 3.4.2.2 of the Additional Building Block;
- (iii) Non-Performing Assets in the portfolio of Loans and Credit Lines: 5.25% (broken down into 4.70% for default equal to or greater than 12 months plus 0.55% according to criterion of Santander before the default reaches 12 months) of the Outstanding Balance of the Assets with 30% recovery at 12 and 6 months from being flagged as Non-Performing for the case of Loans and Credit Lines respectively;
- (iv) The Disbursement Date of the Bonds is December 4, 2014;

- (v) The annual CPRs (3%, 5% and 7%) hold constant over the life of the Bonds;
- (vi) Aggregate non-performing assets of the Loan and Credit Line portfolio of 6.92% with a CPR of 3%, 6.62% with a CPR of 5% and 6.37% with a CPR of 7% with regard to the Outstanding Balance of the Assets at Incorporation Date.
- (vii) There will always be Funds Available for Redemption.
- (viii) The non-occurrence of example 2 of Section 4.9.4 of the Securities Note.
- (ix) There is no postponement in the payment of interest on the Series B Bonds.

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

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

Finally, the duration of the Bonds will also depend on their variable interest rate, and in all the tables included in this section constants have been assumed of 0.431% (with an IRR 0.438%) for Series A, 0.681% (with an IRR 0.692%) for Series B, and 0.731% (with an IRR 0.743%) for Series C, taking the 3-month EURIBOR on October 16, 2014 as a reference, i.e., 0.081%, plus a margin of 0.35% for Series A, a margin of 0.60% for Series B, and 0.65% on the ordinary part of the interest for Series C. Taking the margins stated above for each Series into consideration, the weighted average interest rate of the issue is 0.578%. Exceptionally, for the First Interest Accrual Period, an interest rate resulting from the interpolation of the 3-month EURIBOR rate from the Date of Incorporation will be considered, i.e. November 28, 2014, and the 2-month rate at November 28, 2014, plus a margin of 0.35% for Series A, a margin of 0.60% for Series B and a margin of 0.65% for Series C.

Assuming that the Manager, acting on behalf of the Fund, effects the Early Settlement of the Fund as envisaged under section 4.4.3 of the Registration Document when the nominal amount of the Assets of the Issue is less than ten percent (10%) of the Outstanding Balance of the Assets on the Incorporation Date, the average life, duration, maturity and IRR of the Bonds would be as follows based on the different annual CPRs (3%, 5% and 7%):



<b>CPR</b>	<b>3%</b>	<b>5%</b>	<b>7%</b>
------------	-----------	-----------	-----------

	<b>Series A Bonds</b>		
<b>Average Life (years)</b>	1.10	1.06	1.03
<b>IRR</b>	0.438%	0.438%	0.438%
<b>Duration (years)</b>	1.09	1.05	1.02
<b>Final maturity</b>	11 20 2017	08 21 2017	08 21 2017
<b>(in years)</b>	2.96	2.72	2.72

	<b>Series B Bonds</b>		
<b>Average Life (years)</b>	4.54	4.23	4.03
<b>IRR</b>	0.692%	0.692%	0.692%
<b>Duration (years)</b>	4.44	4.14	3.95
<b>Final maturity</b>	05 20 2020	11 20 2019	08 20 2019
<b>(in years)</b>	5.46	4.96	4.71

	<b>Series C Bonds</b>		
<b>Average Life (years)</b>	5.46	4.96	4.71
<b>IRR</b>	0.743%	0.743%	0.743%
<b>Duration (years)</b>	5.32	4.84	4.60
<b>Final maturity</b>	05 20 2020	11 20 2019	08 20 2019
<b>(in years)</b>	5.46	4.96	4.71

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



#### **4.11 Representation of the security holders.**

For the securitization Bonds, a Bondholder Syndicate will not be established.

As provided for in article 12 of Royal Decree 926/1998, the Manager, as manager of third-party business, shall represent and defend the interests of the holder of the Bonds issued by the Fund and the remaining ordinary creditors of the Fund. As a consequence, the Manager shall ensure that it acts in their defense and in accordance with the provisions provided for from time to time.

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

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

- a) Corporate resolutions:
  - a.1 Resolution of the Executive Committee of the Originator dated October 27, 2014, authorizing the transfer of the Assets to the Fund and the issue of the Mortgage Transfer Certificates for their subscription by the Manager on behalf of the Fund.
  - a.2 Resolution of the Manager's Board of Directors dated September 15, 2014, which authorized the incorporation of the Fund, the acquisition of the assets from the Originator and the subscription of the Mortgage Transfer Certificates issued by the Originator.
- b) The filing of this Prospectus with the CNMV, which took place on November 25, 2014.
- c) Execution of the Deed of Incorporation, which will take place on November 28, 2014, a copy of which shall be sent to the CNMV and Iberclear prior to the Disbursement Date (i.e., December 4, 2014).

#### **4.13 Issue date.**

The issue date of the Bonds will be November 28, 2014.

##### **4.13.1 Effects of the subscription on the Bondholders.**

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

##### **4.13.2 Potential investors.**

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

The issue of the Series A Bonds will be partially subscribed by the EIB and by Santander while the issue of the Series B and Series C Bonds will be fully subscribed by Santander

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

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

#### **4.13.3 Subscription Period.**

The Subscription Period of the Bonds will be November 28, 2014 from the issue of the Bonds until midday (12:00).

#### **4.13.4 Where and before whom the Bonds may be subscribed.**

Not applicable.

#### **4.13.5 Placement and award of the Bonds.**

Not applicable.

#### **4.13.6 Disbursement Date and procedure.**

The Disbursement Date will be December 4, 2014 until one thirty p.m. (13:30).

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

As Paying Agent, Santander will pay the Fund the amount of the issue before two p.m. (14:00) (Madrid time) on the Disbursement Date with value date on that same day, by paying the relevant amount into the Cash Account.

#### **4.14 Restrictions on the free transferability of the securities.**

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

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

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

### **5. ADMISSION TO TRADING AND TRADING ARRANGEMENTS.**

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

In compliance with the provisions of article 3 of Royal Decree 926/1998, the Manager, on behalf of and representing the Fund, will request admission to official trading of this Bond issue on the AIAF fixed income market, once the Fund is set up but before the Bonds are purchased, such that the Bonds start trading within a term of no greater than one (1) month running from the Disbursement Date.

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

The Bonds will also be registered in international securities depositories such as EUROCLEAR BANK.

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

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

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

## **5.2 Paying Agent and Custodian Entities.**

### **a) Paying Agent:**

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

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

- **Disbursement of the issue**

The Paying Agent shall pay the amount of the issue to the Fund prior to 14:00 (Madrid time) on the Disbursement Date with value date that same day, and by means of deposit into the Cash Account.

- **Notice of the EURIBOR Reference Rate**

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

- **Payments against the Fund**

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

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

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

- **Taxes and expenses**

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

- **Obligations in case of rating downgrade**

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

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

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

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

**Criteria of Scope Ratings A.G.**

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

- (i) To obtain a first-demand guarantee, at the simple request of the Manager, that secures the timely payment by the Paying Agent of its obligations, from a credit entity or entities with a credit rating for their debt of no less than BBB- for their long-term risk, that secures the commitments assumed by the Paying Agent;

- (ii) To replace the Paying Agent with an entity with a rating for its debt of no less than BBB- for their long-term risk, to assume, under the same conditions, the functions of the affected entity established in the respective agreement.

#### **Criteria of DBRS Ratings Limited**

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

- (i) To obtain similar guarantees or commitments from a credit entity or entities with a DBRS Rating of no lower than A (without such rating being “Under Review (Negative)”) for long-term debt, so as to guarantee the undertakings assumed by the Paying Agent. The guarantee or commitment must comply with the criteria established by DBRS. In such case, all expenses will be met by the Paying Agent.
- (ii) Replace the Paying Agent with an entity with a DBRS Rating of no lower than A (without this rating “Under Review (Negative)”) for long-term debt, in order for the new entity to assume, under the same conditions, the functions of the affected Paying Agent as established in its respective agreement.

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

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

**b) Custodian entities:**

Not applicable.

## 6. EXPENSES OF THE OFFER AND ADMISSION TO TRADING

The following expenses have been envisaged:

	Euros
<b>a) Incorporation costs (expenses related to documentation, advertising and official charges):</b>	
CNMV charges (for the offer and admission to trading):	€43,535.97
AIAF charges:	€66,658.90
Iberclear charges:	€2,196.15
Other (Rating Agencies, legal advice, Notary, audit and miscellaneous fees)	€497,609.88
<b>Subtotal:</b>	<b>€610,000.00</b>
<b>b) Issue expenses:</b>	
Structuring fee of the Manager	€90,000.00
<b>Subtotal:</b>	<b>€90,000.00</b>
<b>GRAND TOTAL</b>	<b>€700,000.00</b>

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

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

## 7. ADDITIONAL INFORMATION

### 7.1 Persons and entities advising on the issue.

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

### 7.2 Information in the Securities Note reviewed by the auditors.

Not applicable.

### 7.3 Expert statements or reports.

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



#### 7.4 Information furnished by third parties.

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

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

#### 7.5 Ratings.

The Bonds included in this Securities Note have been assigned on November [25], 2014 by DBRS, Moody's and Scope, respectively, the following provisional ratings by the Rating Agencies:

<i>Bond series</i>	<i>DBRS</i>	<i>Moody's</i>	<i>Scope</i>
<b>Series A</b>	AA (high) (sf)	A2 (sf)	AA <sub>SF</sub>
<b>Series B</b>	BB (high) (sf)	Baa3 (sf)	BBB <sub>SF</sub>
<b>Series C</b>	C (sf)	Ca (sf)	CC <sub>SF</sub>

#### Considerations regarding ratings:

##### DBRS considerations:

The ratings assigned to the Series A Bonds described above constitute an opinion by DBRS regarding the timely payment of interest and principal prior to or on the Legal Maturity Date, in accordance with the documents relating to the transaction.

The ratings assigned to the Series B Bonds and Series C Bonds described above constitute an opinion by DBRS regarding the timely payment of interest and principal, of the aforementioned Bonds, prior to or on the Legal Maturity Date, in accordance with the documents relating to the transaction.

##### Moody's considerations:

As described in Moody's *Rating Symbols & Definitions*, available on [www.moodys.com](http://www.moodys.com), Moody's long-term ratings reflect the probability of default with respect to the promise of payment established contractually and the financial loss sustained in the event of default.

The credit ratings issued by Moody's represent the current opinions of Moody's with respect to the credit risk, credit or debt commitments and securities equivalent to the debt of each entity under analysis, and do not entail the disclosure of present or past events. Moody's credit ratings evaluate credit risk only, without considering risk elements other than this and including without limitation, liquidity risk, market value risk or price volatility. Such risks other than credit risks may have a significant impact on investor return.

**Scope considerations:**

The credit ratings assigned by Scope to the bonds constitute a prospective opinion on the credit risks associated with those instruments. The ratings reflect the expected losses associated with the payments contractually undertaken by the instrument on the dates established by the documentation and prior to or on the Legal Maturity Date in accordance with the documents relating to the transaction. The ratings therefore contemplate the likelihood of default of such payments and the severity of the expected losses associated with such defaults.

The following events are considered by Scope as defaults of a bond payment: i) non-payment of interest or principal due and payable under the terms and conditions affecting the bond, after any applicable grace period according to the documents of the transaction; ii) the restructuring or repurchasing of the bond in order to avoid a default, which ultimately results in a financial loss to the investor; or iii) an event of default as defined by the terms and conditions of the bond that results in the enforcement of any collateral or security.

The ratings of the Rating Agencies take into account the structure of the Bond issue, the legal aspects thereof and of the Fund issuing the Bonds, the features of the loans selected for transfer to the Fund and the regularity and continuity of the flows from the operation.

The ratings of the Rating Agencies do not constitute an assessment as to the probability of the debtors effecting early payments of principal, nor as to the extent to which such early payments will differ from that originally planned. In no way do the ratings qualify the actuarial levels of returns.

The assigned ratings and all reviews or suspensions thereof:

- (i) have been formulated by the Rating Agencies from the wealth of information received and provide no guarantee as to the accuracy or completeness of such information. Under no circumstances, therefore, will the Rating Agencies be held liable for the ratings; and
- (ii) do not constitute and, therefore, may not be interpreted as an invitation, recommendation or incitement aimed at investors to carry out any kind of operation in relation to the Bonds, and in particular, to acquire, conserve, encumber or sell the Bonds.

Final ratings may be reviewed, suspended or withdrawn at any time by the Rating Agencies depending on any information that may come to light. These situations, which will not constitute grounds for Early Settlement of the Fund, will be immediately reported to the CNMV and to the Bondholders in accordance with section 4 of the Additional Building Block.

In order to carry out the rating and follow-up procedure, the Rating Agencies have relied on the accuracy and completeness of the information provided by Santander, the Manager, the auditors, the legal advisors and other experts.

The abovementioned credit ratings are intended purely as an opinion and should not prevent potential investors from conducting their own analyses of the securities to be acquired.

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

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

## ADDITIONAL BUILDING BLOCK TO THE SECURITIES NOTE

### 1. SECURITIES

#### 1.1 Amount of the issue.

The Fund will be constituted with Assets that Santander will transfer to the Fund at the Incorporation Date, the total principal of which will be equal to or slightly more than THREE BILLION EIGHT HUNDRED MILLION EUROS (€3,800,000,000).

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

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

Not applicable.

### 2. UNDERLYING ASSETS.

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

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

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

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

When, due to changes in existing regulations or upon the occurrence of exceptional circumstances, the Manager has reason to believe that the Fund has become substantially unbalanced or permanently impaired, or when a default indicative of a serious and permanent imbalance in relation to any of the Bonds takes place or is foreseen to take place, the Manager may proceed with the Early Settlement of the Fund and the consequent Early Redemption of the Bond issue in accordance with the terms provided for in section 4.4.3. of the Registration Document.

#### 2.2 Assets backing the Bond issue.

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

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

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

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

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

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

The following defines the main characteristics of the Credit Lines contained in the Preliminary Portfolio that are likewise contained below in section 2.2.2 of this Additional Building Block: they have an average weighted length of 6.46 months although the average weighted maturity is of 9.27 months; they are drawn on an average of 42.24% of the maximum amounts and 3.66% of the balance drawn on the Credit Lines of the Preliminary Portfolio are in excess of 100.00% of with respect to their maximum limit as reflected in the policy or deed, with the maximum overlimit standing at 104.75% of the maximum amount (see table 2.2.2 q).

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

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

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

With regard to interest accrued on the Credit Lines, this will be capitalized in accordance with Article 317 of the Code of Commerce, increasing the amount drawn and in turn accruing new interest at the corresponding rate applicable in accordance with the corresponding credit agreements. This interest on the Credit Lines in turn creates an increase in the balance available in such Credit Lines.

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

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

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

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

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

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

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

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

Assets derived from Loans and, as appropriate, from the balance drawn by the Borrowers on each Credit Line on a specific date (the “**Quantities Drawn on the Credit Lines**”) will be assigned to the Fund. Therefore any variations, whether upward or downward, that occur in the Credit Lines will be transferred daily to the Fund by means of the corresponding adjustment to the Liquidity Facility, so that the balances actually drawn on the Credit Lines at any given time are assigned to the Fund, all pursuant to the terms detailed in section 3.4.3.b below of this Additional Building Block.

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

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

#### **2.2.1 Legal jurisdiction governing the pool of Assets.**

The Assets are governed by the laws of Spain.

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

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

#### ***Attribute Audit Report.***

In order to comply with provisions of article 5 of Royal Decree 926/1998 of May 14, the Preliminary Portfolio of Loans and Credit Lines from which the credit rights are derived is covered in an audit report prepared by Deloitte (the “**Attribute Audit Report**”). The purpose of the report is to verify the following attributes:

- Nature of the assigned debtor
- Identification of the assigned debtor
- Assignment of the assets
- Accreditation of self-employed individuals, micro-, small- and medium-sized enterprises
- Formalization date of the loan or date of last formalization/renewal of the credit line
- Maturity date
- Initial amount of the loan or last renewal of the credit line

- Current/drawn balance on the loan or credit line
- Interest rate or benchmark index
- Interest rate spread
- Interest rate applied
- Delays in payment
- Purpose of the Loan or Credit Line
- Ownership
- Formalization of the loan or credit line
- Frequency of payments
- Insolvency status
- Risk concession policy
- Loans or credit lines extended to developers or leasing companies.
- Existence or nature of guarantees

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

- Mortgage guarantee
- Rating of the mortgage guarantee
- Formalization of the mortgage guarantee
- Registration of the mortgage guarantee
- Address of the mortgaged property and/or registered property
- Appraisal
- Appraisal value of the property
- Current Loan Balance/Appraisal Value ratio

In addition, for Credit Lines:

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

The Preliminary Portfolio from which the Assets will be drawn comprises 42,027 Loans and 8,384 Credit Lines, the outstanding balance of which, at October 15, 2014 amounted to €4,215,208,884.92 (€3,428,516,424.69 and €786,692,460.23 respectively).

Santander declares that it has sufficient Preliminary Portfolio holdings to issue the Series A and Series B Bonds for an amount of €3,800,000,000.



Portfolio of Loans and Credit Lines to SMEs on October 15, 2014				
Classification by type of guarantee				
	Credit Rights		Outstanding Principal	
	number	%	euros	%
Credit Line	8,384	16.63	786,692,460.23	18.66
Loan	42,027	83.37	3,428,516,424.69	81.34
<b>Total</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>

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

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

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

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014				
Classification by type of guarantee				
	Credit Rights		Outstanding principal	
	Number	%	Euros	%
Non-Mortgage Credit rights without specific collateral (with personal borrower guarantee)	32,796	65.06	1,602,591,210.97	38.02
Non-Mortgage Credit rights without specific collateral with third-party guarantee (sureties)	14,301	28.37	1,240,194,263.70	29.42
Non-Mortgage Credit rights with real guarantee (other than a mortgage)	1,781	3.53	439,545,086.83	10.43
Mortgage Loans (with mortgage guarantee)	1,533	3.04	932,878,323.42	22.13
<b>Total</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>

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

The Non-Mortgage Loans “with no specific collateral” and Credit Lines are secured with the assets of the Debtor who shall respond with all his property (assets and rights), present and future, in general without applying to any specific asset in particular.

Additionally, certain Non-Mortgage Loans and certain Credit Lines are secured with personal collateral (bank guarantees), meaning they are secured with assets from third parties other than the Debtor (sureties). Furthermore, 1,781 Non-Mortgage Guarantees, representing 3.53% of the Loans in the Preliminary Portfolio, with an outstanding principal of €439,545,086.83, equivalent to 10.43% of the outstanding principal of the Loans included in the Preliminary Portfolio, are secured with another in rem guarantee when the personal guarantee is insufficient. This in rem guarantee other than a real-estate mortgage charge includes, among others: cash deposits, pledges of holdings in investment funds and other securities and pledges of public funds.

The following table illustrates the distribution of the real estate mortgage-backed Loans on the basis of asset type.

There can be no guarantee as to the final proportions of Assets derived from Mortgage Loans, Non-Mortgage Loans and Credit Lines that are ultimately assigned to the Fund, since

no specific criteria will be applied to select the securitized portfolio; all without prejudice to the provisions of section 2.2.8 of this Additional Building Block.

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

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014				
Classification by type of asset mortgaged				
Type of Asset	Credit Rights		Outstanding principal	
	Number	%	euros	%
RURAL PROPERTY	26	1.70	11,308,268.94	1.21
BUSINESS PREMISES	275	17.94	197,775,109.69	21.20
COMPLETED HOUSING UNITS	768	50.10	328,568,773.31	35.22
INDUSTRIAL WAREHOUSE	180	11.74	97,786,299.56	10.48
INDUSTRIAL BUILDING	42	2.74	80,458,407.16	8.62
PARKING GARAGES	92	6.00	46,026,253.09	4.93
OTHER	48	3.13	117,630,023.94	12.61
OFFICES	76	4.96	41,729,108.67	4.47
LOT	26	1.70	11,596,079.06	1.24
<b>Total</b>	<b>1,533</b>	<b>100.00</b>	<b>932,878,323.42</b>	<b>100.00</b>

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

#### b) Distribution of Loans and Credit Lines by Debtor type

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

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014				
Classification by type of debtor				
Debtor	Credit Rights		Outstanding principal	
	Number	%	euros	%
Self-employed individuals	25,084	49.76	565,357,999.84	13.41
Medium-sized enterprises	2118	4.20	1,017,311,096.76	24.13
Micro-enterprises	17,972	35.65	1,756,562,785.65	41.67
Small enterprises	5,237	10.39	875,977,002.67	20.78
<b>Total</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>

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

**c) Twenty largest debtors**

The following table shows the twenty largest debtors pooled by “economic group” (according to this concept defined in the Loan Granting Policy envisaged in section 2.2.7.1 of this Additional Block).

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014 Classification by largest debtors					
	Credit Rights		Outstanding principal		Business activity
	Number	%	Euros	%	
1	2	0.00	28,394,000.00	0.67	Food industry
2	1	0.00	28,000,000.00	0.66	Financial and insurance activities
3	2	0.00	25,201,978.67	0.60	Other services
4	1	0.00	24,206,250.00	0.57	Food industry
5	1	0.00	23,300,000.00	0.55	Professional, scientific and technical activities
6	1	0.00	22,548,539.00	0.53	Electricity, gas, steam and air conditioning supply
7	2	0.00	21,949,754.40	0.52	Property construction
8	1	0.00	21,910,601.99	0.52	Food industry
9	1	0.00	21,521,281.31	0.51	Other services
10	1	0.00	20,954,751.15	0.50	Real estate activities
11	1	0.00	18,000,403.78	0.43	Real estate activities
12	1	0.00	15,777,117.52	0.37	Real estate activities
13	2	0.00	14,891,389.07	0.35	Real estate activities
14	5	0.01	14,640,476.41	0.35	Food industry
15	1	0.00	14,522,528.00	0.34	Wholesale and retail trade; repair of motor vehicles and motorcycles
16	2	0.00	14,342,696.58	0.34	Property construction
17	1	0.00	14,047,105.45	0.33	Property construction
18	1	0.00	13,489,583.37	0.32	Wholesale and retail trade; repair of motor vehicles and motorcycles
19	1	0.00	13,120,000.49	0.31	Other services
20	14	0.03	12,722,465.97	0.30	Manufacturing industry
Total:	42	0.04	383,540,923.16	9.07	
Rest:					
45,099	50,369	99.92	3,831,667,961.76	90.9	
<b>Totals</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>	

None of the debtor economic groups of the Preliminary Portfolio exceeds 0.67% of the Pending Principal at October 15, 2014.

The 20 main debtors or economic groups account for 9.07% of the Outstanding Principal at October 15, 2014.

**d) Distribution of Loans and Credit Lines by purpose**

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

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014				
Classification by purpose of the credit rights				
Purpose	Credit Rights		Outstanding principal	
	Number	%	euros	%
Acquisition of real estate	850	1.69	247,288,755.33	5.87
Acquisition of rural and urban property, land and plots	676	1.34	147,505,881.00	3.50
Acquisition of machinery and tools	2,559	5.08	217,752,822.04	5.17
Property construction	121	0.24	104,993,121.82	2.49
Funding of financial activities	35,143	69.71	2,481,303,137.21	58.87
Working capital financing	2,474	4.91	287,811,680.29	6.83
Facility improvements	4,280	8.49	294,007,973.66	6.97
Restructuring	4,308	8.55	434,545,513.57	10.31
<b>Total</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>

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

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

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

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

The following table shows the detail of the Loans.

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014							
Outstanding amount							
		Credit rights		Outstanding principal		Average Balance	
From	To	Number	%	Euros	%		
0	- 50,000	33,453	79.60	471,253,417.28	13.75	14,087.03	
50,000	- 100,000	3409	8.11	234,250,540.18	6.83	68,715.32	
100,000	- 150,000	1,364	3.25	161,580,895.78	4.71	118,461.07	
150,000	- 200,000	838	1.99	143,229,085.60	4.18	170,917.76	
200,000	- 250,000	535	1.27	116,044,728.22	3.38	216,906.03	
250,000	- 300,000	398	0.95	108,262,793.27	3.16	272,017.07	
300,000	- 350,000	402	0.96	128,116,734.26	3.74	318,698.34	
350,000	- 400,000	183	0.44	68,126,815.48	1.99	372,277.68	
400,000	- 450,000	163	0.39	68,155,431.64	1.99	418,131.48	

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014							
Outstanding amount							
			Credit rights		Outstanding principal		Average Balance
From	To		Number	%	Euros	%	
450,000	-	500,000	150	0.36	70,663,569.39	2.06	471,090.46
500,000	-	550,000	143	0.34	73,122,684.88	2.13	511,347.45
550,000	-	600,000	65	0.15	37,462,474.52	1.09	576,345.76
600,000	-	650,000	74	0.18	45,700,678.23	1.33	617,576.73
650,000	-	700,000	46	0.11	30,885,955.59	0.90	671,433.82
700,000	-	750,000	47	0.11	33,574,800.79	0.98	714,357.46
750,000	-	800,000	67	0.16	51,483,272.47	1.50	768,407.05
800,000	-	850,000	42	0.10	34,384,565.53	1.00	818,680.13
850,000	-	900,000	39	0.09	34,079,731.19	0.99	873,839.26
900,000	-	950,000	40	0.10	36,677,537.59	1.07	916,938.44
950,000	-	1,000,000	43	0.10	41,817,516.13	1.22	972,500.38
1,000,000	-	1,050,000	59	0.14	59,349,442.57	1.73	1,005,922.76
1,050,000	-	1,100,000	19	0.05	20,514,711.92	0.60	1,079,721.68
1,100,000	-	1,150,000	20	0.05	22,347,079.50	0.65	1,117,353.98
1,150,000	-	1,200,000	14	0.03	16,498,239.76	0.48	1,178,445.70
1,200,000	-	1,250,000	23	0.05	27,829,322.64	0.81	1,209,970.55
1,250,000	-	1,300,000	14	0.03	17,849,708.13	0.52	1,274,979.15
1,300,000	-	1,350,000	14	0.03	18,473,191.56	0.54	1,319,513.68
1,350,000	-	1,400,000	13	0.03	17,858,266.79	0.52	1,373,712.83
1,400,000	-	1,450,000	13	0.03	18,549,256.53	0.54	1,426,865.89
1,450,000	-	1,500,000	14	0.03	20,557,274.45	0.60	1,468,376.75
1,500,000	-	1,550,000	20	0.05	30,243,447.42	0.88	1,512,172.37
1,550,000	-	1,600,000	4	0.01	6,287,199.67	0.18	1,571,799.92
1,600,000	-	1,650,000	9	0.02	14,621,182.30	0.43	1,624,575.81
1,650,000	-	1,700,000	7	0.02	11,792,012.10	0.34	1,684,573.16
1,700,000	-	1,750,000	4	0.01	6,875,910.01	0.20	1,718,977.50
1,750,000	-	1,800,000	13	0.03	23,023,845.92	0.67	1,771,065.07
1,800,000	-	24,206,250	266	0.63	1,106,973,105.40	32.29	4,161,553.03
<b>Total</b>			<b>42,027</b>	<b>100.00</b>	<b>3,428,516,424.69</b>	<b>100.00</b>	

Mean Average:  
Minimum:  
Maximum:

**81,578.90**  
**31.36**  
**24,206,250.00**

The following table contains the balances drawn on the Credit Lines included in the Preliminary Portfolio.

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014							
Outstanding amount							
			Credit rights		Outstanding principal		Average Balance
From	To		Number	%	Euros	%	
0	-	50,000	5,649	67.38	70,271,589.33	8.93	12,439.65
50,000	-	100,000	1183	14.11	88,945,353.41	11.31	75,186.27
100,000	-	150,000	514	6.13	65,033,628.38	8.27	126,524.57
150,000	-	200,000	293	3.49	52,456,810.82	6.67	179,033.48
200,000	-	250,000	154	1.84	34,826,526.18	4.43	226,146.27
250,000	-	300,000	145	1.73	40,741,016.63	5.18	280,972.53
300,000	-	350,000	62	0.74	20,060,035.78	2.55	323,548.96
350,000	-	400,000	52	0.62	19,827,644.40	2.52	381,300.85
400,000	-	450,000	42	0.50	17,864,918.42	2.27	425,355.20
450,000	-	500,000	55	0.66	26,361,355.79	3.35	479,297.38
500,000	-	550,000	16	0.19	8,426,697.67	1.07	526,668.60
550,000	-	600,000	30	0.36	17,205,155.43	2.19	573,505.18
600,000	-	650,000	15	0.18	9,270,194.34	1.18	618,012.96
650,000	-	700,000	8	0.10	5,420,615.99	0.69	677,577.00
700,000	-	750,000	14	0.17	10,104,060.08	1.28	721,718.58
750,000	-	800,000	12	0.14	9,288,615.96	1.18	774,051.33
800,000	-	850,000	12	0.14	9,817,304.13	1.25	818,108.68
850,000	-	900,000	9	0.11	7,850,374.44	1.00	872,263.83
900,000	-	950,000	5	0.06	4,589,204.58	0.58	917,840.92
950,000	-	1,000,000	12	0.14	11,729,428.98	1.49	977,452.42
1,000,000	-	1,050,000	9	0.11	9,121,255.17	1.16	1,013,472.80
1,050,000	-	1,100,000	3	0.04	3,265,275.00	0.42	1,088,425.00
1,100,000	-	1,150,000	2	0.02	2,233,802.03	0.28	1,116,901.02
1,150,000	-	1,200,000	6	0.07	7,022,151.62	0.89	1,170,358.60
1,200,000	-	1,250,000	6	0.07	7,354,170.53	0.93	1,225,695.09
1,250,000	-	1,300,000	2	0.02	2,558,051.09	0.33	1,279,025.55
1,300,000	-	1,350,000	3	0.04	3,983,514.62	0.51	1,327,838.21
1,350,000	-	1,400,000	5	0.06	6,921,993.80	0.88	1,384,398.76
1,400,000	-	1,450,000	5	0.06	7,120,063.41	0.91	1,424,012.68
1,450,000	-	1,500,000	7	0.08	10,360,062.58	1.32	1,480,008.94
1,500,000	-	28,000,000	54	0.64	196,661,589.64	25.00	3,641,881.29
<b>Total</b>			<b>8,384</b>	<b>100.00</b>	<b>786,692,460.23</b>	<b>100.00</b>	

Mean Average:

93,832.59

Minimum:

0

Maximum:

28,000,000.00

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

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

Portfolio of Credit Lines to SMEs on October 15, 2014							
Initial amount		Credit rights		Outstanding principal		Average Balance	
From	To	Number	%	Euros	%		
0	- 50,000	3,211	38.30	68,123,877.72	3.66	21,215.78	
50,000	- 100,000	1,472	17.56	91,331,192.00	4.90	62,045.65	
100,000	- 150,000	1,089	12.99	114,497,265.00	6.15	105,139.82	
150,000	- 200,000	629	7.50	96,378,270.00	5.18	153,224.59	
200,000	- 250,000	475	5.67	96,415,404.84	5.18	202,979.80	
250,000	- 300,000	122	1.46	30,739,937.75	1.65	251,966.70	
300,000	- 350,000	408	4.87	122,775,500.01	6.59	300,920.34	
350,000	- 400,000	52	0.62	18,350,000.00	0.99	352,884.62	
400,000	- 450,000	121	1.44	48,465,971.00	2.60	400,545.21	
450,000	- 500,000	21	0.25	9,505,000.00	0.51	452,619.05	
500,000	- 550,000	210	2.50	105,021,000.00	5.64	500,100.00	
550,000	- 600,000	9	0.11	5,039,000.00	0.27	559,888.89	
600,000	- 650,000	94	1.12	56,408,000.00	3.03	600,085.11	
650,000	- 700,000	7	0.08	4,593,666.67	0.25	656,238.10	
700,000	- 750,000	19	0.23	13,330,000.00	0.72	701,578.95	
750,000	- 800,000	18	0.21	13,500,000.00	0.72	750,000.00	
800,000	- 850,000	25	0.30	20,000,000.00	1.07	800,000.00	
850,000	- 900,000	4	0.05	3,425,000.00	0.18	856,250.00	
900,000	- 950,000	10	0.12	9,046,000.00	0.49	904,600.00	
950,000	- 1,000,000	2	0.02	1,900,000.00	0.10	950,000.00	
1,000,000	- 1,050,000	134	1.60	134,020,000.00	7.20	1,000,149.25	
1,050,000	- 1,100,000	1	0.01	1,050,000.00	0.06	1,050,000.00	
1,100,000	- 1,150,000	6	0.07	6,600,000.00	0.35	1,100,000.00	
1,150,000	- 1,200,000	1	0.01	1,150,000.00	0.06	1,150,000.00	
1,200,000	- 1,250,000	19	0.23	22,800,000.00	1.22	1,200,000.00	
1,250,000	- 1,300,000	6	0.07	7,522,000.00	0.40	1,253,666.67	
1,300,000	- 1,350,000	5	0.06	6,500,000.00	0.35	1,300,000.00	
1,350,000	- 1,400,000	2	0.02	2,779,710.00	0.15	1,389,855.00	
1,400,000	- 1,450,000	2	0.02	2,800,000.00	0.15	1,400,000.00	
1,500,000	- 1,550,000	44	0.52	66,000,000.00	3.54	1,500,000.00	
1,600,000	- 1,650,000	5	0.06	8,000,000.00	0.43	1,600,000.00	
1,700,000	- 28,000,000	161	1.92	674,293,951.00	36.21	4,188,161.19	
<b>Total</b>		<b>8,384</b>	<b>100.00</b>	<b>1,862,360,745.99</b>	<b>100.00</b>		

**Mean Average:** 222,132.72  
**Minimum:** 0  
**Maximum:** 28,000,000.00

Portfolio of Loans to SMEs on October 15, 2014							
Initial amount							
Initial amount		Credit rights		Outstanding principal		Average Balance	
From	To	Number	%	Euros	%		
0	- 50,000	31,295	74.46	560,433,644.94	12.15	17,908.09	
50,000	- 100,000	4,340	10.33	273,855,414.96	5.94	63,100.33	
100,000	- 150,000	1,703	4.05	188,087,001.40	4.08	110,444.51	
150,000	- 200,000	922	2.19	149,794,086.92	3.25	162,466.47	
200,000	- 250,000	733	1.74	153,749,913.87	3.33	209,754.32	
250,000	- 300,000	368	0.88	96,469,019.14	2.09	262,144.07	
300,000	- 350,000	453	1.08	139,324,459.08	3.02	307,559.51	
350,000	- 400,000	163	0.39	59,365,619.36	1.29	364,206.25	
400,000	- 450,000	185	0.44	75,538,806.74	1.64	408,317.87	
450,000	- 500,000	108	0.26	50,396,864.45	1.09	466,637.63	
500,000	- 550,000	383	0.91	193,976,385.68	4.20	506,465.76	
550,000	- 600,000	48	0.11	27,007,286.61	0.59	562,651.80	
600,000	- 650,000	144	0.34	87,624,009.16	1.90	608,500.06	
650,000	- 700,000	40	0.10	26,620,274.06	0.58	665,506.85	
700,000	- 750,000	79	0.19	55,853,203.13	1.21	707,002.57	
750,000	- 800,000	47	0.11	35,686,700.00	0.77	759,291.49	
800,000	- 850,000	66	0.16	53,507,042.00	1.16	810,712.76	
850,000	- 900,000	18	0.04	15,492,457.00	0.34	860,692.06	
900,000	- 950,000	41	0.10	37,179,914.00	0.81	906,827.17	
950,000	- 1,000,000	18	0.04	17,340,669.90	0.38	963,370.55	
1,000,000	- 1,050,000	203	0.48	203,154,386.34	4.40	1,000,760.52	
1,050,000	- 1,100,000	10	0.02	10,665,554.25	0.23	1,066,555.43	
1,100,000	- 1,150,000	32	0.08	35,657,358.64	0.77	1,114,292.46	
1,150,000	- 1,200,000	8	0.02	9,276,666.14	0.20	1,159,583.27	
1,200,000	- 1,250,000	35	0.08	42,149,920.12	0.91	1,204,283.43	
1,250,000	- 1,300,000	15	0.04	19,127,946.00	0.41	1,275,196.40	
1,300,000	- 1,350,000	18	0.04	23,679,035.69	0.51	1,315,501.98	
1,350,000	- 1,400,000	7	0.02	9,557,622.02	0.21	1,365,374.57	
1,400,000	- 1,450,000	13	0.03	18,228,704.50	0.40	1,402,208.04	
1,450,000	- 1,500,000	4	0.01	5,899,254.00	0.13	1,474,813.50	
1,500,000	- 1,550,000	85	0.20	127,528,560.00	2.76	1,500,336.00	
1,550,000	- 1,600,000	9	0.02	14,062,344.89	0.30	1,562,482.77	
1,600,000	- 1,650,000	10	0.02	16,097,000.00	0.35	1,609,700.00	
1,650,000	- 1,700,000	6	0.01	9,990,136.00	0.22	1,665,022.67	
1,700,000	- 1,750,000	5	0.01	8,520,000.00	0.18	1,704,000.00	
1,750,000	- 1,800,000	9	0.02	15,911,886.66	0.34	1,767,987.41	
1,800,000	- 35,000,000	404	0.96	1,746,236,043.46	37.85	4,322,366.44	
<b>Total</b>		<b>42,027</b>	<b>100.00</b>	<b>4,613,045,191.11</b>	<b>100.00</b>		

Mean Average:

109,763.85

Minimum:

182.03

Maximum:

35,000,000.00



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

The overall weighted average interest rate for the Loans and Credit Lines included in the Preliminary Portfolio is 3.84%. The following table shows the breakdown of the Loans by their reference indices.

<b>Portfolio of Loans and Credit Lines to SMEs on October 15, 2014</b>						
<b>Credit rights reference indexes</b>						
<b>Reference index</b>	<b>Credit Rights</b>		<b>Outstanding principal</b>		<b>Average weighted interest</b>	<b>Average weighted difference</b>
	<b>Number</b>	<b>%</b>	<b>euros</b>	<b>%</b>		
<b>FIXED</b>	<b>26,999</b>	<b>53.56</b>	<b>817,409,824.83</b>	<b>19.39</b>	<b>5.20</b>	<b>0.00</b>
<b>VARIABLE</b>						
· EUR 12M	13,987	27.75	1,978,116,530.43	46.93	3.65	3.09
· EUR 1M	14	0.03	6,198,967.12	0.15	1.85	1.84
· EUR 3M	896	1.78	261,574,702.15	6.21	2.49	2.24
· EUR 6M	7,575	15.03	922,532,935.39	21.89	3.74	2.58
· ICO	916	1.82	220,841,335.55	5.24	2.69	2.08
Bank Line	21	0.04	8,070,814.32	0.19	1.50	1.50
Ref. Mort. Rate all banks	3	0.01	463,775.13	0.01	3.40	0.22
<b>TOTAL VARIABLE</b>	<b>23,412</b>	<b>46.46</b>	<b>3,397,799,060.09</b>	<b>80.62</b>	<b>3.51</b>	
<b>Totals</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>	<b>3.84</b>	<b>2.27</b>
<b>Mean Average:</b>					<b>6.45</b>	<b>4.16</b>
<b>Minimum:</b>					<b>0.23</b>	<b>0.00</b>
<b>Maximum:</b>					<b>16.00</b>	<b>16.00</b>

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

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014							
Classification by nominal interest rate							
			Credit rights		Outstanding principal		Average weighted interest
To			Number	%	Euros	%	
0.00	-	1.00	307	0.61	115,250,151.23	2.73	0.86
1.00	-	2.00	1,574	3.12	553,256,302.05	13.13	1.39
2.00	-	3.00	1,464	2.90	666,523,782.69	15.81	2.52
3.00	-	4.00	7,727	15.33	1,119,990,304.89	26.57	3.43
4.00	-	5.00	8,496	16.85	784,761,892.79	18.62	4.44
5.00	-	6.00	8,770	17.40	581,930,904.20	13.81	5.36
6.00	-	7.00	4,295	8.52	163,526,618.40	3.88	6.52
7.00	-	8.00	3,832	7.60	84,521,329.51	2.01	7.42
8.00	-	9.00	3,678	7.30	51,260,052.71	1.22	8.42
9.00	-	10.00	2,904	5.76	34,366,808.71	0.82	9.37
10.00	-	11.00	2,133	4.23	17,990,766.99	0.43	10.45
11.00	-	12.00	1,627	3.23	12,960,325.38	0.31	11.36
12.00	-	13.00	1,047	2.08	8,716,155.70	0.21	12.33
13.00	-	14.00	415	0.82	3,152,661.45	0.07	13.39
14.00	-	15.00	414	0.82	3,829,530.81	0.09	14.31
15.00	-	16.00	827	1.64	5,803,574.72	0.14	15.38
16.00	-	17.00	901	1.79	7,367,722.69	0.17	16.00
<b>Total</b>			<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>	

<b>Mean Average:</b>	<b>6.45</b>
<b>Minimum:</b>	<b>0.23</b>
<b>Maximum:</b>	<b>16.00</b>
<b>Weighted Average</b>	<b>3.84</b>

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

## h) Year of execution of the Loans and Credit Lines

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

Portfolio of Loans to SMEs on October 15, 2014							
Classification by loan origination date							
Date of		Credit rights		Outstanding principal			
Origination		Number	%	Euros	%		
01/29/2004	- 12/31/2008	2,818	6.71	519,253,986.76	15.15	06/10/2007	89.45
12/31/2008	- 06/30/2009	646	1.54	92,923,090.37	2.71	03/24/2009	67.69
06/30/2009	- 12/31/2009	779	1.85	114,188,109.72	3.33	10/25/2009	60.51
12/31/2009	- 06/30/2010	1,780	4.24	130,126,300.46	3.80	05/02/2010	54.22
06/30/2010	- 12/31/2010	1,711	4.07	119,515,712.73	3.49	10/07/2010	48.94
12/31/2010	- 06/30/2011	1,527	3.63	98,835,927.79	2.88	05/05/2011	41.95
06/30/2011	- 12/31/2011	1,063	2.53	69,400,105.88	2.02	10/28/2011	36.09
12/31/2011	- 06/30/2012	1,273	3.03	43,076,401.31	1.26	04/28/2012	30.00
06/30/2012	- 12/31/2012	1,636	3.89	89,751,702.34	2.62	10/14/2012	24.36
12/31/2012	- 06/30/2013	2,124	5.05	129,094,829.44	3.77	03/30/2013	18.78
06/30/2013	- 12/31/2013	3,004	7.15	257,183,113.35	7.50	10/18/2013	12.05
12/31/2013	- 06/30/2014	17,836	42.44	1,296,911,471.86	37.83	04/20/2014	5.92
06/30/2014	- 12/31/2014	5,830	13.87	468,255,672.68	13.66	07/24/2014	2.75
<b>Total</b>		<b>42,027</b>	<b>100.00</b>	<b>3,428,516,424.69</b>	<b>100.00</b>		
<b>Mean Average:</b>						<b>01/10/2013</b>	<b>21.43</b>
<b>Minimum:</b>						<b>01/29/2004</b>	<b>130.40</b>
<b>Maximum:</b>						<b>08/29/2014</b>	<b>1.57</b>
<b>Weighted Average</b>						<b>06/16/2012</b>	<b>28.34</b>

The weighted average age of the Loans is 28.34 months, equivalent to 2.6 years.

The mean average age of the Loans is 21.43 months, equivalent to 1.79 years.

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

Portfolio of Credit Lines to SMEs on October 15, 2014							
Classification by Date of Origination or last renewal							
Date of Origination/Renewal	Credit rights		Outstanding principal		Weighted origination date (months)		
	Number	%	Euros	%			
11/24/1966 - 12/31/2008	492	5.87	91,745,046.90	11.66	04/04/2004	128.19	
12/31/2008 - 06/30/2009	78	0.93	7,848,497.64	1.00	04/08/2009	67.17	
06/30/2009 - 12/31/2009	41	0.49	3,392,907.71	0.43	10/25/2009	60.52	
12/31/2009 - 06/30/2010	183	2.18	17,690,228.88	2.25	04/19/2010	54.64	
06/30/2010 - 12/31/2010	47	0.56	6,822,825.68	0.87	09/12/2010	49.79	
12/31/2010 - 06/30/2011	208	2.48	15,899,332.36	2.02	04/19/2011	42.5	
06/30/2011 - 12/31/2011	60	0.72	7,099,129.30	0.90	09/28/2011	37.1	
12/31/2011 - 06/30/2012	312	3.72	25,685,440.77	3.26	04/06/2012	30.73	
06/30/2012 - 12/31/2012	64	0.76	5,527,101.12	0.70	08/06/2012	26.65	
12/31/2012 - 06/30/2013	588	7.01	45,167,740.65	5.74	04/13/2013	18.3	
06/30/2013 - 12/31/2013	154	1.84	27,355,712.50	3.48	09/10/2013	13.3	
12/31/2013 - 06/30/2014	4,619	55.09	380,972,257.13	48.43	04/20/2014	5.91	
06/30/2014 - 12/31/2014	1,538	18.34	151,486,239.59	19.26	07/22/2014	2.83	
<b>Total</b>	<b>8,384</b>	<b>100.00</b>	<b>786,692,460.23</b>	<b>100.00</b>			

<b>Mean Average:</b>	<b>19.81</b>
<b>Minimum:</b>	<b>583.07</b>
<b>Maximum:</b>	<b>1.57</b>
<b>Weighted Average</b>	<b>24.85</b>

The average weighted age of the Credit Lines is 24.85 months, equivalent to 2.07 years. The mean average age of the Credit Lines is 19.81 months, equivalent to 1.65 years.

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

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014							
Classification by Date of Origination or last renewal							
Date of Origination/Renewal	Credit rights		Outstanding principal		Weighted origination date (months)		
	Number	%	Euros	%			
11/24/1966 - 12/31/2000	174	0.35	19,707,921.16	0.47	06/03/1997	211.41	
01/01/2001 - 12/31/2001	27	0.05	3,025,064.72	0.07	05/11/2001	163.49	
01/01/2002 - 12/31/2002	18	0.04	5,167,928.96	0.12	05/03/2002	151.59	
01/01/2003 - 12/31/2003	29	0.06	6,674,040.83	0.16	07/08/2003	137.20	
01/01/2004 - 12/31/2004	92	0.18	19,831,355.06	0.47	06/25/2004	125.44	
01/01/2005 - 12/31/2005	134	0.27	47,502,157.84	1.13	06/24/2005	113.31	
01/01/2006 - 12/31/2006	370	0.73	122,684,641.04	2.91	08/12/2006	99.52	
01/01/2007 - 12/31/2007	1,020	2.02	179,943,847.87	4.27	07/28/2007	87.86	
01/01/2008 - 12/31/2008	1,446	2.87	206,462,076.18	4.90	06/09/2008	77.30	
01/01/2009 - 12/31/2009	1,544	3.06	218,352,605.44	5.18	07/18/2009	63.80	
01/01/2010 - 12/31/2010	3,721	7.38	274,155,067.75	6.50	07/12/2010	51.83	
01/01/2011 - 12/31/2011	2,858	5.67	191,234,495.33	4.54	07/12/2011	39.69	
01/01/2012 - 12/31/2012	3,285	6.52	164,040,645.54	3.89	07/29/2012	26.91	
01/01/2013 - 12/31/2013	5,870	11.64	458,801,395.94	10.88	08/02/2013	14.63	
01/01/2014 - 08/29/2014	29,823	59.16	2,297,625,641.26	54.51	05/15/2014	5.07	
<b>Total</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>			
<b>Mean Average:</b>					<b>01/18/2013</b>	<b>21.16</b>	
<b>Minimum:</b>					<b>11/24/1966</b>	<b>583.07</b>	
<b>Maximum:</b>					<b>08/29/2014</b>	<b>1.57</b>	
<b>Weighted Average</b>					<b>07/06/2012</b>	<b>27.69</b>	

The average weighted age of the Loans and Credit Lines is 27.69 months, equivalent to 2.31 years.

**i) Final maturity date**

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

Portfolio of Loans to SMEs on October 15, 2014							
Classification by maturity date							
Maturity date	Credit rights		Outstanding principal		Weighted maturity date	Months until maturity	
	Number	%	Euros	%			
12/31/2013 - 12/31/2014	71	0.17	660,031.31	0.02	12/31/2014	2.57	
12/31/2014 - 12/31/2015	8,802	20.94	550,494,214.99	16.06	05/23/2015	7.34	
12/31/2015 - 12/31/2016	5,979	14.23	189,774,026.93	5.54	07/03/2016	20.93	
12/31/2016 - 12/31/2017	10,721	25.51	617,972,368.51	18.02	06/08/2017	32.25	
12/31/2017 - 12/31/2018	4,047	9.63	188,796,316.96	5.51	07/20/2018	45.81	
12/31/2018 - 12/31/2019	8,585	20.43	500,999,713.04	14.61	06/04/2019	56.46	
12/31/2019 - 12/31/2020	599	1.43	84,736,649.35	2.47	06/24/2020	69.31	
12/31/2020 - 12/31/2021	1,085	2.58	257,915,366.08	7.52	06/18/2021	81.27	
12/31/2021 - 12/31/2022	385	0.92	98,071,412.63	2.86	08/17/2022	95.44	
12/31/2022 - 12/31/2023	402	0.96	151,562,935.79	4.42	06/17/2023	105.57	
12/31/2023 - 12/31/2024	327	0.78	110,647,490.92	3.23	05/16/2024	116.71	
12/31/2024 - 12/31/2025	123	0.29	79,977,417.65	2.33	07/14/2025	130.85	
12/31/2025 - 12/31/2026	142	0.34	122,567,155.27	3.57	07/09/2026	142.86	
12/31/2026 - 12/31/2027	119	0.28	51,228,403.54	1.49	06/06/2027	153.93	
12/31/2027 - 12/31/2028	113	0.27	108,820,300.66	3.17	06/29/2028	166.89	
12/31/2028 - 12/31/2029	93	0.22	88,740,718.37	2.59	08/16/2029	180.67	
12/31/2029 - 12/31/2030	86	0.20	39,722,040.82	1.16	07/24/2030	192.04	
12/31/2030 - 12/31/2031	65	0.15	31,600,888.03	0.92	06/11/2031	202.78	
12/31/2031 - 12/31/2032	49	0.12	18,798,737.43	0.55	06/19/2032	215.25	
12/31/2032 - 12/31/2033	35	0.08	31,213,238.68	0.91	03/19/2033	224.34	
12/31/2033 - 07/31/2054	199	0.47	104,216,997.73	3.04	02/17/2038	284.21	
<b>Total</b>	<b>42,027</b>	<b>100.00</b>	<b>3,428,516,424.69</b>	<b>100.00</b>			

<b>Mean Average:</b>	<b>12/22/2017</b>	<b>38.80</b>
<b>Minimum:</b>	<b>12/31/2014</b>	<b>2.57</b>
<b>Maximum:</b>	<b>07/31/2054</b>	<b>484.47</b>
<b>Weighted Average</b>	<b>11/21/2020</b>	<b>74.30</b>

The weighted average maturity of the Loans is 74.30 months, equivalent to 6.19 years.

The mean average maturity of the Loans is 38.80 months, equivalent to 3.23 years

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

Portfolio of Credit Lines to SMEs on October 15, 2014								
Classification by maturity date								
Maturity date	Credit rights		Outstanding principal		Weighted maturity date	Months until maturity		
	Number	%	Euros	%				
12/31/2013 - 12/31/2014	9	0.11	339,889.48	0.04	12/31/2014	2.57		
12/31/2014 - 12/31/2015	8,279	98.75	735,046,434.83	93.44	05/12/2015	6.98		
12/31/2015 - 12/31/2016	44	0.52	9,283,872.51	1.18	06/23/2016	20.57		
12/31/2016 - 12/31/2017	30	0.36	13,372,614.27	1.70	06/09/2017	32.29		
12/31/2017 - 12/31/2018	9	0.11	4,955,903.12	0.63	08/03/2018	46.28		
12/31/2018 - 12/31/2019	11	0.13	23,313,772.92	2.96	04/16/2019	54.81		
12/31/2019 - 12/31/2020	1	0.01	378,973.10	0.05	05/12/2020	67.87		
12/31/2020 - 12/31/2021	1	0.01	1,000.00	0.00	07/31/2021	82.70		
<b>Total</b>	<b>8,384</b>	<b>100.00</b>	<b>786,692,460.23</b>	<b>100.00</b>				

<b>Mean Average:</b>	<b>05/12/2015</b>	<b>6.99</b>
<b>Minimum:</b>	<b>12/31/2014</b>	<b>2.57</b>
<b>Maximum:</b>	<b>07/31/2021</b>	<b>82.70</b>
<b>Weighted Average</b>	<b>07/20/2015</b>	<b>9.27</b>

The average weighted maturity of the Credit Lines is 9.27 months, equivalent to 0.77 years.  
The mean average maturity of the Credit Lines is 6.99 months, equivalent to 0.58 years.

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

Portfolio of Credit Lines to SMEs on October 15, 2014								
Classification by maturity date								
Maturity date	Credit rights		Outstanding principal		Weighted maturity date			
	Number	%	Euros	%				
10/15/2014 - 12/31/2014	80	0.16	999,920.79	0.02	31/12/2014	2.57		
01/01/2015 - 12/31/2015	17,081	33.88	1,285,540,649.82	30.50	05/17/2015	7.14		
01/01/2016 - 12/31/2016	6,023	11.95	199,057,899.44	4.72	07/03/2016	20.91		
01/01/2017 - 12/31/2017	10,751	21.33	631,344,982.78	14.98	06/08/2017	32.25		
01/01/2018 - 12/31/2018	4,056	8.05	193,752,220.08	4.60	07/20/2018	45.82		
01/01/2019 - 12/31/2019	8,596	17.05	524,313,485.96	12.44	06/02/2019	56.38		
01/01/2020 - 12/31/2020	600	1.19	85,116,622.45	2.02	06/24/2020	69.31		
01/01/2021 - 12/31/2021	1,086	2.15	257,915,366.08	6.12	06/18/2021	81.27		
01/01/2022 - 12/31/2022	385	0.76	98,071,412.63	2.33	08/17/2022	95.44		
01/01/2023 - 12/31/2023	402	0.80	151,562,935.79	3.60	06/17/2023	105.57		
01/01/2024 - 12/31/2024	327	0.65	110,647,490.92	2.62	05/16/2024	116.71		
01/01/2025 - 12/31/2025	123	0.24	79,977,417.65	1.90	07/14/2025	130.85		
01/01/2026 - 12/31/2026	142	0.28	122,567,155.27	2.91	07/09/2026	142.86		
01/01/2027 - 12/31/2027	119	0.24	51,228,403.54	1.22	06/06/2027	153.93		
01/01/2028 - 31/07/2054	640	1.27	423,112,921.72	10.04	01/17/2032	210.10		
<b>Total</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>				
<b>Mean Average:</b>					<b>07/16/2017</b>	<b>33.53</b>		
<b>Minimum:</b>					<b>31/12/2014</b>	<b>2.57</b>		
<b>Maximum:</b>					<b>07/31/2054</b>	<b>484.47</b>		
<b>Weighted Average</b>					<b>11/22/2019</b>	<b>62.16</b>		

The average weighted maturity of the Loans and Credit Lines is 62.16 months, equivalent to 5.18 years.

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

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

	Credit rights		Outstanding principal	
	number	%	Euros	%
Administrative activities and auxiliary services	1,081	2.14	67,936,288.81	1.61
Artistic, leisure and entertainment industry activities	820	1.63	47,249,059.02	1.12
Activities of households as employers of domestic staff; activities of households as producers of goods and services for own use	70	0.14	2,315,818.32	0.05
Financial and insurance activities	445	0.88	123,062,978.63	2.92
Real estate activities	805	1.60	394,071,084.53	9.35
Professional, scientific and technical activities	4,475	8.88	281,711,028.96	6.68
Healthcare and social services activities	1,501	2.98	98,572,914.00	2.34
Public administration and defense; Compulsory social security	12	0.02	2,679,292.54	0.06
Agriculture, livestock, forestry and fishing	5,750	11.41	290,354,173.52	6.89
Wholesale and retail trade; repair of motor vehicles and motorcycles	14,747	29.25	964,491,873.27	22.88
Construction	2,165	4.29	229,541,727.33	5.45
Education	606	1.20	27,514,408.67	0.65
Food industry	4,696	9.32	271,223,722.10	6.43
Manufacturing industry	5,678	11.26	835,428,871.24	19.82
Extractive industries	138	0.27	19,715,189.72	0.47
Information and communications	882	1.75	54,604,868.73	1.30
Other services	2,325	4.61	171,507,174.44	4.07
Water supply, sanitation activities, waste management and decontamination activities	173	0.34	36,382,857.48	0.86
Supply of Electricity, gas, steam and air conditioning	421	0.84	110,932,843.18	2.63
Transport and storage	3,621	7.18	185,912,710.43	4.41
	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>

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

- *Wholesale and Retail trade; repair motor vehicles and motorcycles* with outstanding principal of €946,491,873.27, equivalent to 22.88% of the total Preliminary Portfolio.
- *“Manufacturing industry”*, with an outstanding principal of €835,428,871.24, equivalent to 19.82% of the total Preliminary Portfolio.
- *“Real estate activities”*, with an outstanding principal of €394,071,084.53, equivalent to 9.35% of the total Preliminary Portfolio

The heading *“Construction”* includes activities such as property construction, electrical installations and civil works among others.

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

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



Portfolio of Loans and Credit Lines to SMEs on October 15, 2014				
Classification by Autonomous Community				
Autonomous Community	Credit Right		Outstanding principal	
	Number	%	euros	%
Andalusia	7,945	15.76	606,944,827.06	14.40
Aragon	1,563	3.10	130,426,424.49	3.09
Asturias	869	1.72	38,630,079.18	0.92
Canary Islands	2,282	4.53	165,504,999.69	3.93
Cantabria	1,217	2.41	48,716,002.65	1.16
Castile-La Mancha	2,777	5.51	140,675,617.61	3.34
Castile-Leon	3,399	6.74	223,309,755.07	5.30
Catalonia	6,487	12.87	651,315,536.44	15.45
Ceuta	31	0.06	3,832,179.14	0.09
Valencia	5,469	10.85	425,251,161.28	10.09
Extremadura	1,939	3.85	91,034,064.49	2.16
Galicia	3,357	6.66	198,813,632.08	4.72
Balearic Islands	845	1.68	87,235,230.47	2.07
La Rioja	384	0.76	49,398,600.47	1.17
Madrid	8,510	16.88	995,554,957.40	23.62
Melilla	53	0.11	2,234,355.66	0.05
Murcia	1,138	2.26	86,995,478.26	2.06
Navarra	384	0.76	38,875,884.89	0.92
Basque Country	1,762	3.50	230,460,098.59	5.47
<b>Total</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>

1) **Indication of geographic breakdown by Autonomous Community of the mortgage loan guarantees**

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

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014				
Classification by Autonomous Community of the mortgaged property				
Autonomous Community Mortgaged property	Credit Right		Outstanding principal	
	Number	%	euros	%
Andalusia	313	20.42	171,771,501.72	18.41
Aragon	46	3.00	12,539,566.24	1.34
Asturias	15	0.98	5,758,292.92	0.62
Canary Islands	99	6.46	47,888,862.80	5.13
Cantabria	29	1.89	6,673,624.99	0.72
Castile-La Mancha	72	4.70	21,961,187.28	2.35
Castile-Leon	70	4.57	28,041,643.10	3.01
Catalonia	172	11.22	178,733,354.17	19.16
Valencia	162	10.57	71,884,313.17	7.71
Extremadura	26	1.70	8,729,023.37	0.94
Galicia	59	3.85	26,544,883.65	2.85
Balearic Islands	41	2.67	14,953,394.45	1.60
La Rioja	8	0.52	5,405,309.82	0.58
Madrid	335	21.85	294,831,591.08	31.60
Murcia	40	2.61	14,777,013.80	1.58
Navarra	7	0.46	1,883,860.58	0.20
Basque Country	39	2.54	20,500,900.28	2.20
<b>Total</b>	<b>1,533</b>	<b>100</b>	<b>932,878,323.42</b>	<b>100</b>

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

None of the Assets to be assigned to the Fund will present payments outstanding on the respective transfer date by more than 15 days.

Portfolio of Loans and Credit Lines to SMEs on October 15, 2014				
Classification by days in default				
Interval (days)	Credit Rights		Outstanding principal	
	Number	%	euros	%
Up to date with payments	46,112	91.47	4,026,148,417.02	95.51
1 - 15	4,299	8.53	189,060,467.90	4.49
<b>Total</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>

**n) Frequency of payments**

The table below shows the distribution of Loans of the Preliminary Portfolio by the frequency of payments of principal and interest for loans with the French repayment system.

Portfolio of Loans to SMEs on October 15, 2014				
Classification by loan payment frequency				
Description	Credit Rights		Outstanding principal	
	Number	%	euros	%
YEARLY	801	1.91	57,557,465.81	1.68
MONTHLY	39,265	93.43	2,765,916,742.93	80.67
HALF YEARLY	963	2.29	209,545,085.80	6.11
QUARTERLY	998	2.37	395,497,130.15	11.54
<b>Total</b>	<b>42,027</b>	<b>100.00</b>	<b>3,428,516,424.69</b>	<b>100.00</b>

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

Portfolio of Credit Lines to SMEs on October 15, 2014				
Classification by loan payment frequency				
Description	Credit Rights		Outstanding principal	
	Number	%	euros	%
YEARLY	2	0.02	1,439,962.08	0.18
MONTHLY	127	1.51	23,447,082.90	2.98
HALF YEARLY	2	0.02	185,347.81	0.02
QUARTERLY	8,253	98.44	761,620,067.44	96.81
<b>Total</b>	<b>8,384</b>	<b>100.00</b>	<b>786,692,460.23</b>	<b>100.00</b>

**o) Repayment system**

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

Portfolio of Loans to SMEs on October 15, 2014 Classification by loan repayment system				
Repayment system	Credit Rights		Outstanding principal	
	Number	%	Euros	%
Single repayment	2,589	6.16	402,721,003.59	11.75
French fixed instalment	39,438	93.84	3,025,795,421.10	88.25
<b>Total</b>	<b>42,027</b>	<b>100.00</b>	<b>3,428,516,424.69</b>	<b>100.00</b>

Of the total Loans in the Preliminary Portfolio, those with single repayment amounted to €402,721,003.59 of outstanding principal (equivalent to 11.75% of the outstanding principal of the Preliminary Portfolio). The earliest maturity of these loans with single repayment January 2, 2015 while the latest is August 31, 2024; the average weighted maturity being the August 15, 2015.

**p) Grace Period**

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

Portfolio of Loans to SMEs on October 15, 2014 Classification by grace period							
Grace period	Credit rights		Outstanding principal		Weighted grace period		
	Number	%	Euros	%			
16/10/2014 - 12/31/2014	224	6.30	54,091,722.62	6.86	12/02/2014	1.62	
01/01/2015 - 12/31/2015	3,199	89.99	641,212,295.68	81.31	05/23/2015	7.37	
01/01/2016 - 12/31/2016	54	1.52	53,566,984.17	6.79	05/01/2016	18.82	
01/01/2017 - 12/31/2017	35	0.98	24,508,409.48	3.11	10/23/2017	36.80	
01/01/2018 - 12/31/2018	16	0.45	6,181,950.60	0.78	05/14/2018	43.58	
01/01/2019 - 12/31/2019	18	0.51	5,708,622.92	0.72	08/07/2019	58.60	
01/01/2020 - 12/31/2020	1	0.03	281,707.56	0.04	10/09/2020	72.87	
01/01/2021 - 12/31/2021	3	0.08	99,520.90	0.01	06/10/2021	81.02	
01/01/2022 - 12/31/2022	3	0.08	1,426,476.27	0.18	11/26/2022	98.83	
01/01/2023 - 12/31/2023	1	0.03	1,500,000.00	0.19	11/18/2023	110.70	
01/01/2024 - 31/07/2024	1	0.03	59,794.93	0.01	07/31/2024	119.23	
<b>Total</b>	<b>3,555</b>	<b>100.00</b>	<b>788,637,485.13</b>	<b>100.00</b>			

<b>Mean Average:</b>	<b>05/12/2015</b>	<b>6.97</b>
<b>Minimum:</b>	<b>10/16/2014</b>	<b>0.03</b>
<b>Maximum:</b>	<b>07/31/2024</b>	<b>119.23</b>
<b>Weighted Average</b>	<b>08/02/2015</b>	<b>9.72</b>

The table below shows the Loans in the Preliminary Portfolio with a valid grace period for repayment of principal, classified by the year the grace period ends. This table includes loans with the “On maturity” repayment system from table o) above.

Portfolio of Loans to SMEs on October 15, 2014							
Classification by grace period							
Grace period	Credit rights		Outstanding principal		Weighted grace period		
	Number	%	Euros	%			
16/10/2014 - 12/31/2014	224	6.30	54,091,722.62	6.86	12/02/2014	1.62	
01/01/2015 - 12/31/2015	3,199	89.99	641,212,295.68	81.31	05/23/2015	7.37	
01/01/2016 - 12/31/2016	54	1.52	53,566,984.17	6.79	05/01/2016	18.82	
01/01/2017 - 12/31/2017	35	0.98	24,508,409.48	3.11	10/23/2017	36.80	
01/01/2018 - 12/31/2018	16	0.45	6,181,950.60	0.78	05/14/2018	43.58	
01/01/2019 - 12/31/2019	18	0.51	5,708,622.92	0.72	08/07/2019	58.60	
01/01/2020 - 12/31/2020	1	0.03	281,707.56	0.04	10/09/2020	72.87	
01/01/2021 - 12/31/2021	3	0.08	99,520.90	0.01	06/10/2021	81.02	
01/01/2022 - 12/31/2022	3	0.08	1,426,476.27	0.18	11/26/2022	98.83	
01/01/2023 - 12/31/2023	1	0.03	1,500,000.00	0.19	11/18/2023	110.70	
01/01/2024 - 31/07/2024	1	0.03	59,794.93	0.01	07/31/2024	119.23	
<b>Total</b>	<b>3,555</b>	<b>100.00</b>	<b>788,637,485.13</b>	<b>100.00</b>			

<b>Mean Average:</b>	<b>05/12/2015</b>	<b>6.97</b>
<b>Minimum:</b>	<b>10/16/2014</b>	<b>0.03</b>
<b>Maximum:</b>	<b>07/31/2024</b>	<b>119.23</b>
<b>Weighted Average</b>	<b>08/02/2015</b>	<b>9.72</b>

#### q) Appraisal value

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

Portfolio of Loans to SMEs on October 15, 2014						
Classification by Loan to Value Ratio of the original appraisal (LTV)						
	Credit Rights		Outstanding principal		Weighted LTV	
	number	%	euros	%		
0.00 - 10.00	15	0.98	1,659,527.57	0.18	5.87	
10.00 - 20.00	22	1.44	7,605,156.18	0.82	13.88	
20.00 - 30.00	27	1.76	29,572,126.48	3.17	25.31	
30.00 - 40.00	102	6.65	59,056,093.78	6.33	35.75	
40.00 - 50.00	377	24.59	192,976,168.39	20.69	45.95	
50.00 - 60.00	372	24.27	152,955,379.67	16.40	54.86	
60.00 - 70.00	242	15.79	134,287,498.22	14.39	64.86	
70.00 - 80.00	155	10.11	131,135,558.35	14.06	74.62	
80.00 - 90.00	70	4.57	54,762,458.89	5.87	83.85	
90.00 - 100.00	89	5.81	107,423,288.31	11.52	96.07	
100.00 - 110.00	54	3.52	57,212,418.94	6.13	104.78	
110.00 - 120.00	8	0.52	4,232,648.64	0.45	113.56	
<b>Totals</b>	<b>1,533</b>	<b>100.00</b>	<b>932,878,323.42</b>	<b>100.00</b>		
Mean average					<b>58.93</b>	
Maximum					<b>0.35</b>	
Minimum					<b>114.38</b>	
Weighted average					<b>64.44</b>	

23.97% of the outstanding principal of the Mortgage Loans has any LTV ratio equal or greater than 80.00% where the average weighted LTV of the loans is 64.44%.

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

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

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

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

Portfolio of Credit Lines to SMEs on October 15, 2014							
Ratio of amount drawn down / credit line maximum limit							
			Credit Rights		Outstanding principal		Average Balance
			number	%	euros	%	
0.00	-	10.00	2,476	29.53	3,797,263.18	0.48	1,533.63
10.00	-	20.00	296	3.53	10,152,746.24	1.29	34,299.82
20.00	-	30.00	314	3.75	18,804,438.97	2.39	59,886.75
30.00	-	40.00	334	3.98	40,762,503.02	5.18	122,043.42
40.00	-	50.00	388	4.63	35,430,138.54	4.50	91,314.79
50.00	-	60.00	409	4.88	48,043,011.05	6.11	117,464.57
60.00	-	70.00	440	5.25	36,302,515.87	4.61	82,505.72
70.00	-	80.00	521	6.21	70,847,727.81	9.01	135,984.12
80.00	-	90.00	723	8.62	111,541,901.58	14.18	154,276.49
90.00	-	100.00	2,176	25.95	342,622,823.37	43.55	157,455.34
100.00	-	104.75	307	3.66	68,387,390.60	8.69	222,760.23
<b>Totals</b>			<b>8,384</b>	<b>100.00</b>	<b>786,692,460.23</b>	<b>100.00</b>	
Mean average					<b>52.18</b>		
Maximum					<b>0.00</b>		
Minimum					<b>104.75</b>		
Weighted average					<b>80.89</b>		

s) **Originator of the credit rights**

The table below shows the distribution according to the type of credit right and originator of the Preliminary Portfolio.

Portfolio of Credit Lines to SMEs on October 15, 2014				
Classification by type of credit right and originator				
Originator	Credit Lines		Outstanding principal	
	Number	%	euros	%
Credit Line				
Banco Santander	7,153	14.19	613,082,523.85	14.54
Banesto	1,231	2.44	173,609,936.38	4.12
<b>Total</b>	<b>8,384</b>	<b>16.63</b>	<b>786,692,460.23</b>	<b>18.66</b>
Loan				
Banco Santander	29,706	58.93	2,805,727,733.77	66.56
Banesto	12,321	24.44	622,788,690.92	14.77
<b>Total</b>	<b>42,027</b>	<b>83.37</b>	<b>3,428,516,424.69</b>	<b>81.34</b>
<b>Total</b>	<b>50,411</b>	<b>100.00</b>	<b>4,215,208,884.92</b>	<b>100.00</b>

### 2.2.3 Legal nature of the Assets.

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

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

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

With regard to the transfer of the Assets deriving from Mortgage Loans, the laws of Spain with nationwide application naturally apply to the transfer, which is to be effected through the issuance by Santander of the MTCs (each representing a one hundred per cent (100%) interest in the outstanding balance of the Assets deriving from the Mortgage Loans to which they pertain), which will be fully subscribed by the Fund in accordance with Additional Provision 5 of Law 3/1994; Law 2/1981, of March 25, on the regulation of the mortgage market; Royal Decree 716/2009, of April 24; and other regulations in force from time to time and applicable to the transferability and acquisition of mortgage market securities. The

issuance, representation, transferability and filing of the MTC are explained under section 3.3.1.b) of this Additional Building Block.

#### **2.2.4 Maturity date(s) of the Assets.**

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

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

All of the Loans and Credit Lines have a maturity date prior to July 31, 2054.

#### **2.2.5 Amount of the Assets.**

The Fund will comprise the Assets that Santander is to transfer to the Fund on the Incorporation Date, the principal of which will be equal or slightly higher than THREE BILLION EIGHT HUNDRED MILLION EUROS (€3,800,000,000).

#### **2.2.6 Loan to value ratio or level of overcollateralization.**

There is no overcollateralization in the Fund.

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

The Assets assigned during FY 2012 and up to August 29, 2014 have followed the procedures established by Santander for the granting of Loans and Credit Lines to the corporate segment (“**Granting Policy**”). Notwithstanding the foregoing, the rest of the Loans have followed risk policies that do not differ substantially from the Granting Policy currently in force.

### **1- SANTANDER GRANTING POLICY**

The current risk policy followed by Santander, in force during the financial year 2012 and for 2013 to date, for granting Loans and Credit Lines to the corporate segment is as follows:

#### **a) INTRODUCTION: RISK MODEL AT SANTANDER**

The risk model is based upon the following principles:

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

b) CRITERIA FOR INCLUSION IN THE PORTFOLIO

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

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

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

c.1 Risk phases

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

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

c.2. Admission

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



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

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

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

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

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

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

In relation to Unsecured Loans, Santander requests the following:

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

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

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

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

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

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

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

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

2. Rating: by valuing six (6) areas, namely 1) Product, Demand, Market; 2) Shareholders, Management; 3) Access to Borrowing (valuation of the company's ability to access borrowing with other financial entities); 4) Profitability, Profit; 5) Generating funds; and 6) Solvency, the Bank is able to classify the credit quality of the client, the operation under analysis and the combined risk thereof. This valuation system constitutes a common framework and language in treating and managing risk over the different stages and at different levels of responsibility.

- Client rating: expresses numerically, on a scale of 1-9 (with 9 being the best), the client's ability to meet its payment commitments upon maturity of the instrument, or early if required by Santander for any reason, in at least the following twelve (12) months.
- Transaction rating: determines the loss that will probably occur in a current transaction or on assigning a specific rating to the client. Accordingly, this rating depends upon: the client's rating, the term of the transaction, the existing collateral and the type/format of product/risk.
- Risk rating: this tells us the expected loss from the total risk of a client. There are also other specific rating systems for real estate developers and public institutions.

3. Powers: in approving the proposed risk for a client/group, there are different levels of decision-making, depending on the amount, the term and the collateral of the operation. The highest level is the Executive Risks Committee, which apart from deciding on operations that fall within its remit, delegates decision-making up to certain amounts and durations on other bodies. These other bodies are: 1) Delegated Risks Committee, 2) Risks Committee of the Credit Risks Division and 3) Committees of the Territorial Risk Units.

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

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

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

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

- Delegated Risks Committee
- Executive Risks Committee

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

### c.3 Follow-up

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

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

FEVE alerts are as follows:

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

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

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

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

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

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

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

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

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

d.1 Introduction:

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

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

d.2 Application for transactions:

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

In the former case, it is the Bank’s sales force that creates the relationship with the various target companies. In this case, the request for risk operations begins with the collection of data and entry thereof into the

systems authorized for this purpose. This data must invariably come from original documentation.

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

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

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

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

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

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

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

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

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

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

Company tax: where information on annual accounts is recorded: balance sheet and income statement for the last three years. Information must be current. On occasion, the company’s last two

available balance sheets will be loaded automatically following an agreement between the Bank and Informa. In addition, the branch will be able to introduce estimated or provisional balance sheets.

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

VAT documentation for recent quarters.

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

- 4) Minimum information to include in SAPE:

Incorporation date of the company.

Registered address.

Activity of the company.

Names of owners.

Information on the workforce.

Name of module on assets and date of registry verification.

d.4 Evaluation of Applications: SCORING System.

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

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

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

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

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

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

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

**2. Claims and recovery policy**

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

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

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

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

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

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

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

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

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

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

2.7 Define the commercial procedure for recoveries.

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



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

**1. Irregular Stage (1 to 90 days):**

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

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

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

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

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

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

**2. Default (90-150 days)**

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

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

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

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

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

Analysts of the Business Analysis Units (BAU): the same admission analysts that supervise "portfolioed" firms (firms with larger investment volumes) monitor these firms, as they have a greater knowledge of the client. There is also a structure within the territorial units,

attached to the Recoveries Area, which manages these clients alongside the analysts, since this management cycle is the responsibility of the Recoveries area.

### **3. Pre-Contentious and Contentious:**

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

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

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

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

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

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

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

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

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

#### **DESCRIPTION OF THE PROCESS:**

##### **1) Registration of the property**

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

- Deed of ownership
- Appraisal for court purposes

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

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

## **2) Legal disencumbrance**

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

## **3) Commercial disencumbrance**

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

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

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

## **4) Valuation of assets**

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

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

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

## **5) Commercialization**

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

Clients have various channels open to them:

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

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

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

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

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

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

#### **6) Completion of the sale**

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

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

#### **7) Derecognition of the asset**

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

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

#### **4. Derecognition:**

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

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

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

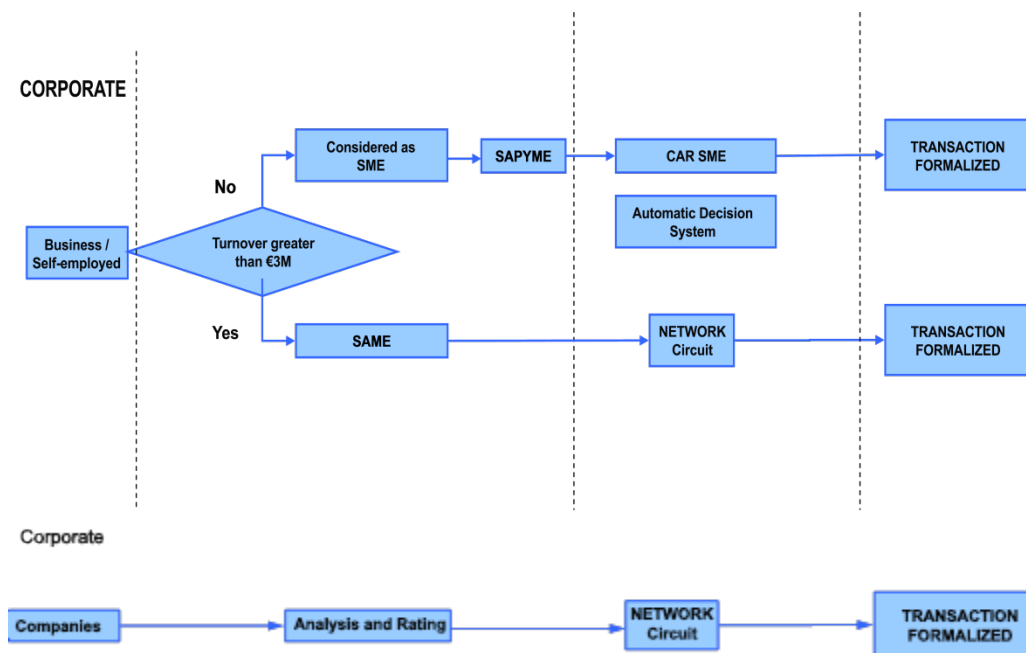
## II. BANESTO GRANTING POLICY.

The risk policy of the Assets portfolio for the formalization of loans is described below:

### 1. Process and Criteria for Loan Formalization

Model used for granting the Assets

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



C.A.R: Risk Analysis Center.

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

#### 1.1 Admission Process for Small Companies

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

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

Exceptions:

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

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

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

Customer evaluation is conducted in two ways:

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

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

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

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

- Qualitative analysis:

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

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

- Quantitative analysis:

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

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

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

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

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

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

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

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



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

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

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

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

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

Process:

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

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

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

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

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

#### **- Delegation of Powers to dependent Centers for SMEs**

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

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

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

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

### **1.2 Admission Process for Small Companies**

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

Its basic management criteria are:

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

#### **a) Customer knowledge**

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

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

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

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

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

## **b) RATING**

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

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

To summarize, the aspects rated are:

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

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

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

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

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

### **c) Proposal and Approval**

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

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

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

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

## **2. Monitoring**

Within its procedures BANESTO by internal rule has defined the entire monitoring process, assigning monitoring tasks and functions at all levels of the organization.

Within this definition there are series of mechanisms that ensure the review process for all customers and their risks, regardless of the segment or amount thereof. This allows anticipating possible irregularities and defaults of our customers.

In addition, BANESTO maintains a system of alarms which are used as a basis to identify customers with risks. The S.A.R. (Risk Anticipation System) handles approximately 120 variables which can be transformed into alarms (with various degrees) if they exceed certain preset parameters. These variables include external alert signals (CIRBE, RAI, etc.) or internal behavior and its variation with regard to operational parameters (discount periods, average amount assets, loans drawn down, etc.). Another possible alarm can arise from a fall in the rating assigned by BANESTO.

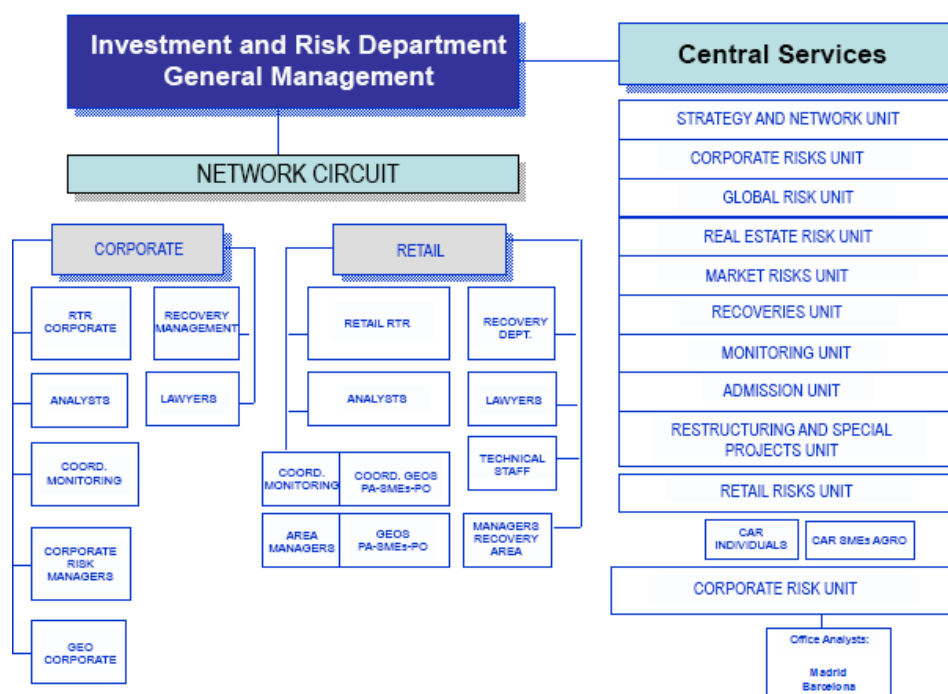
When these variables are transformed into alarms they are automatically loaded into the system on a monthly basis and forwarded to the network and Central Services.

At this point the monitoring committees analyze the alarm. Then, depending on the severity of the alarm, a decision is taken on whether a special monitoring policy for the customer is necessary, which may entail consequences as to the risk level and the frequency of future checks on that company.

Moreover, all companies without alarms or which had alarms that were not considered relevant to their future evolution, are reviewed periodically based on their size by the various committees established for this purpose.

BANESTO's investment and risk area has functional responsibility for the bank's risk network. It develops and implements risk policies. It accepts the credit risks it receives as proposals from territorial units, passes on to the executive committee, together with its recommendation, such risks as require such treatment. It manages and monitors all risks undertaken by the bank with its customers. And it sees to it that the bank centers responsible for risk management function rapidly and efficiently.

Below is the organization chart of this department, which fundamentally is divided into two large groups: central services and the network.



**RTR: Territorial Risk Manager**

### 3. Recovery management process and recoveries unit.

The management process used by the Recoveries Unit for the collection of irregular positions in Companies is described below.

This process is guided by the following general policies:

- (i) **Same accounting classification and management classification.** The management of the Recoveries Unit begins by following the regulations of the Bank of Spain with the classification of the contract as doubtful (three months of default, court claim or customer bankruptcy situation).
- (ii) **Single case management.** Grouping of all contracts of one holder/joint holders in one unit for decision-making purposes. The loan recovery policy is aimed not only at an individual contract but to all the business risks.
- (iii) **Characterization.** All the cases are characterized by internal or external managers who also have a mentor who advises and reviews the loan recovery strategy.
- (iv) **Categorization.** The cases are continually classified into three groups according to the recovery possibilities:
  - Open. Cases with greater recovery potential owing to existence of collateral or assets. Policies are defined for prompt recovery.

- Closed. Cases with no possibility of recovery owing to insolvency or time elapsed. Regular monitoring to identify new opportunities for recovery.
  - Under analysis. Provisional classification for those cases that require a more complex analysis.
- (v) **Parallel extrajudicial and judicial management.** Both approaches are complementary and not mutually exclusive. The coordination of the activity between the participating agents (manager and lawyer) is handled by the case mentor. Interconnection between amicable management and judicial management tasks.
- (vi) **Permanent and Continuous Management Plan.** Management starts when the Monitoring Unit forwards the case raised by the Doubtful Debt Committee (CED).

### 3.1 Recovery Phase (day 1 to 90)

The recovery and collection process starts from the time a default occurs. At this point a case is generated in the COBRA application, an information tool for the extrajudicial processing of recovery cases, allowing the management status of the cases to be known at all times, classifying them according to centers or management portfolio. The opening of a COBRA case automatically triggers the customer portfolio allocation. Initially, the management is assigned to GESCOBAN, a company belonging to the Banesto group. Gescoban begins its management actions from the first day of default and its tasks underpin the recovery actions performed simultaneously by the Banesto branch offices and the Monitoring Department.

Gescoban is categorized as a telephone-based platform that develops its management tasks in two phases:

- The first by Banesto from days 1 to 60 of the default. Phone recovery management is complemented by a first written request along with a further two letters on days 25 and 40 unless a payment commitment has been obtained.
- The second phase is performed by Gescoban from days 61 to 90 of the default. As in the first phase, the telephone management is complemented by written demands where the customer is warned of the commencement of legal action.

### 3.2 Recovery Phase (From day 90)

The management by the Recoveries Unit begins with the classification of the customer as doubtful. This qualification is made according to the regulations of the Bank of Spain when \*at least one contract has unpaid debts of more than 90 days, \*there is a judicial procedure to claim the amount previously lodged by the Bank, \*customer is in bankruptcy situation.

The transfer of the management from Monitoring to Recovery is performed by the Doubtful Debt Committee (CED). This meets once a month and the committee evaluates all customers holding contracts that were qualified as doubtful that month.

The CED meets in all Area Management and Territorial Units as well as Central Services according to the quantitative magnitude of the cases.

The different CEDs (area, regional and central) are of members of the Monitoring and Recovery Units and their task is to transfer management information and ensure the continuity of the management developed so far by the Monitoring Unit.

The CED analyzes:

- The customer's situation causes for the deterioration of its risks.
- Solvency of the customer and its guarantors.
- The guarantees incorporated to secure the credit. Verification of the registry status and physical condition of the mortgaged property. Appraisal update.
- Efforts implemented. Identification of the reasons which led to the failure monitoring process.
- As a result of the review carried out by CED, a specific extrajudicial and judicial recovery management policy is established. In general the immediate commencement of judicial proceedings is agreed.

### 3.2.1 Extrajudicial Management

Once recovery management is complete it is forwarded to Recoveries. As explained above, the CED sends Recoveries all the information on management efforts deployed so far by the different agents (Branches, Monitoring and Gescoban) in order to continue with the management and introduce any changes required to expedite the recovery.

Depending on the amount involved in the case, the management is entrusted to external or internal managers:

- a) **Cases < €50,000 for doubtful debt and < €150,000 for very doubtful debt and in both cases, not backed by real guarantees.**

Recovery management is performed through three types of managers according to a mixed internal and external management model:

(i) Consumer Group

- Specialized internal managers supervised centrally.
- Cases > €10,000 for doubtful debt that present greater prospects of collectability.
- On-site management at regional level.
- Maximum portfolio of 70 cases per manager.

(ii) External Collection Companies



- Nationwide scope of action (12 companies).
- Cases < €30,000.
- Automatic assignment to societies with higher ratios of efficiency at regional level, for a period of 5 months, with possibility of an extension.
- Large-scale management, mainly telephone-based, with intense localization tasks.
- Judicial management through small claims procedures.
- Centralized monthly control of efficiency achieved, with regular meetings with each company.
- Annual replacement of the two least efficient suppliers.
- Three management cycles are defined of five months each. Upon completion of the three cycles without success, the efforts carried out in the case are analyzed and, based on this, a decision is taken whether to keep it open or temporarily remove it from the circuit. As a general rule, cases cannot remain without a manager for more than year, after which they are reintroduced into the management circuit.

(iii) Regional external managers

- Local scope of action (~ 90km).
- Cases > € 30,000 and < € 50,000 for doubtful debt and < € 150,000 for very doubtful debt.
- On-site management. Adequate sizing of the portfolios.
- Manual assignment for a period of five months, with the possibility of an extension. Cases cannot remain without a manager for more than year, after which they are reintroduced into the management circuit.
- Periodic reviews of the management according to portfolio.

**b) Cases < €50,000 for doubtful debt and < €150,000 for very doubtful debt.**

Portfolio allocation to internal managers with regional scope:

- ✓ On-site management.
- ✓ Direct supervision by the Regional Recoveries Director.
- ✓ Capacity for negotiation subject to the overall scope of powers.
- ✓ Specialized management with expertise in:
  - The company and its viability (financial and business).
  - Legal:
    - Analysis of possible corporate responsibilities and allegedly fraudulent acts of disposal of company assets.
    - In the bankruptcy field. Existence of a legal framework that restricts acts of disposal and management. The recovery manager adopts the role of "insolvency manager" in coordination with the regional lawyer to intervene in the insolvency proceedings by negotiating the best solution for the Bank's risks with the insolvent company and the authorities.

The management strategies differ depending on the existence or not of collateral:

(i) If there is collateral:

- Attempt at regularization of unpaid instalments in full.
- Regularization of instalments with partial remission of the remainder and provision of new real or personal guarantees according to the repayment ability of those involved.
- Agreed sale with partial or total waiver of the rest. Allows payment in cash without taking on properties.
- Individual sale of the loan.
- Notarial/judicial enforcement in the event of impossibility of other options (subsequent encumbrances, refusals or failure to locate debtor)

(ii) If there is no collateral:

- If the holder or guarantors are solvent:
  - Regularization of the debt.
  - Refinancing in the name of the guarantors.
  - Execution within the general judicial management policy.
- If neither the holder nor the other parties are solvent:
  - Promote refinancing with partial regularization attempt and contribution of new personal or real guarantees with more flexible conditions for debt to be settled.
  - Any formula based on payment-in-kind with assets by the company or its partners or guarantors must be proposed to the Regional or Central Services depending on their powers.

The management is complemented through the Collection Committees that meet on a fortnightly basis. These committees analyze the following:

- The strategy followed to recover the case.
- The management efforts implemented, deciding whether to confirm or reassess them.
- Review of the judicial proceedings undertaken, ensuring the correct filing and processing thereof.

Adoption of agreements.

The Collection Committee is chaired by the area manager, the regional manager or the central recoveries manager depending on the scope of the committee and is composed of the heads for recoveries in each area involved along with those in charge of managing legal affairs.

Extrajudicial management is aimed towards reaching the quickest solution to the case. It is developed in parallel to judicial management which is considered complementary and performed by the agents involved in a coordinated manner. Thus, from the moment the Recoveries Department begins its tasks, the Procedural Management Center (described below) starts to process the formalities needed to implement judicial enforcement actions. Extrajudicial management unfolds without interruption during the entire recovery process and in parallel to judicial action.

In the event that the recovery process culminates with the acquisition by the Bank of the mortgaged property, the extrajudicial management process is not paralyzed. Possible solutions are immediately studied for the payment of the part of the loan not covered by the mortgage acquisition (payments schedule, refinancing with provision of new guarantees or guarantors, assignment of portfolios etc.) and if judicial proceedings have commenced, an updated solvency report is requested and, if positive, the seizure of the resulting assets is applied for.

Neither does the failure of the rest of the debt suspend the management process. This continues with the aim of taking advantage of changes in the customer's financial and employment situation and solvency reports are regularly requested along with the necessary payment requirements needed to prevent the prescription of the debt.

As explained in the description of the recovery phase, extrajudicial management has the support of the COBRA management tool. This consists of a rules engine that creates, classifies and assigns customers. In addition, it enables the generation of management and monitoring reports and supports complex queries for online downloading. This management tool is complemented by the ASTREA judicial management tool described in the section on judicial management and both tools exchange data to allow better use to be made of them.

All managers have established monthly collection targets that significantly influence their remuneration. Collections performed and degree of targets achieved are monitored daily through the recovery management accounting tool in the Recoveries Department.

### 3.2.2 Judicial Management

As explained above, all doubtful contracts are submitted to judicial processing by completing the necessary steps immediately after the customer has been qualified as doubtful. This judicial management is performed comprehensively through the Judicial Management Center (CGP) reporting to the Recoveries Unit. The CGP center prepares, directs and/or oversees all the judicial claims filed by the Recovery Area. Judicial claims for less than €100,000 are assigned to external lawyers who are overseen by internal lawyers attached to the CGP while claims for greater amounts are handled directly by the CGP lawyers, unless there are objections, in which case they are redirected to external lawyers. This allows recovery opportunities to be maximized through parallel and coordinated management between the lawyers of the CGP and the recoveries managers.

The CGP is currently composed of seventy people and consists of the legal documentation and management departments that perform the following functions:

#### Documentation:

- Reception of the enforcement order.
- Obtaining writ of execution.
- Full preparation of the necessary documentation to file the claim.
- Documentation sent to lawyer.

#### Management by Lawyers:

- Drafting of the statement of claim.
- Management of the lawsuit.
- Judicial protection. Monitoring correct procedural development.
- Adoption of decisions in various areas (appeals, enforcement, settlement arrangements, auctions).

The team of lawyers of the CGP is in turn guided by senior lawyers with more than ten years of experience in the judicial default proceedings, who in turn report to the director of legal recovery management.

The legal action process begins with the judicial claim resolution adopted by the CEDS or Regional recovery committees. The resolution refers is sent by email to the CGP which handles all the arrangements prior to filing the claim. The writ of execution required to start the claim is obtained by the documentation department from the central file or branch office. Once the writ is obtained, all the documents attached to the claim are prepared (balance

certificate and certified payment requirement) which is then sent to the Legal Management department to oversee the legal proceedings. The CGP's activities focus on speed and efficiency in completing the entire process of preparing the documentation and filing the claim in a maximum time of 24 days.

The CGP holds monthly meetings of the procedural monitoring committee which analyzes the development of the documentation processing in order to meet the deadlines stipulated - 24 days - as well as all the procedures with procedural milestones that fall outside the deadlines:

- More than 15 days without the claim having been admitted.
- More than one month without obtaining the payment requirement.
- More than one month without issuing the certification of charges.
- More than one month without convening the auction.

In addition every six months a committee is with each Territorial Unit in which all internal and external lawyers and attorneys are valued individually along with all the courts of first instance in Spain in order to properly adjust the ASTREA activity flows.

The CGP's activities focus on speed and efficiency of collection. For this reason, and as it has been explained, the management of the CGP's lawyers shares a link of interdependence with the tasks of the extrajudicial managers, allowing them to take advantage of all the opportunities and work towards collection. Accordingly, there is a consistent configuration between the two main tools used by the managers, COBRA, which we have already examined, and ASTREA, which we will describe below. Both the extrajudicial and judicial managers have access to both tools taking note of the data contained in them.

As discussed, for judicial management the CGP has the ASTREA computer application which is available to all those involved in the proceedings (lawyers, court solicitors, recovery managers). The progress of the proceedings are controlled and direct with the generation of relevant workflows and manual or automated agendas. It also has a digital archive that contains all the documents and resolutions in the proceedings. ASTREA can be used to quickly and easily produce a variety of reports on the procedural activities (delayed proceedings, larger claims, oppositions, managing lawyers or court solicitors), thus enabling management to be optimized.

The CGP is completed with the department of Administration through which all payments that are generated by the judicial activity are made (collection of foreclosure through court injunctions, lawyers/solicitors bills, provisions, sentences for costs, etc.)

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

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

**(a) Regarding the Originator:**

- (1) The Originator is a credit institution duly incorporated under the current laws of Spain, and is filed with the Mercantile Registry of Santander and the Registry of Entities of the Bank of Spain.
- (2) The Originator's governing bodies have validly adopted all necessary corporate resolutions for assignment of the Assets to the Fund and in order to execute the corresponding Deed of Incorporation and the Contracts.
- (3) Neither as at the date of the Registration of the Prospectus, nor at any time after incorporation of the Fund, has the Originator been subject to a situation of insolvency, creditors' procedures, temporary receivership or bankruptcy.
- (4) Santander has had its annual financial statements (individual and consolidated) relating to fiscal years 2011, 2012 and 2013 duly audited through unqualified audit reports. The audited annual financial statements pertaining to the fiscal years closed at December 31, 2011, 2012 and 2013 have already been filed with the CNMV and with the Mercantile Registry in accordance with current regulations in force.

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

- (1) The Loans and Credit Lines are real, valid and enforceable in accordance with applicable law, and in establishing them all current legal provisions have been duly observed.
- (2) The information included in the Prospectus and in the Deed of Incorporation in relation to the Loans and Credit Lines will accurately reflect their situation as at the portfolio selection and assignment dates respectively.
- (3) As from the time of their granting or subrogation, as the case may be, the Loans and Credit Lines have been serviced either by Banesto or by Santander. Currently they are all being serviced by Santander in accordance with its standard procedures.
- (4) Both Santander and Banesto, grouped at the time of assignment of the credit rights of the Fund to the Originator, in the granting or subrogation of each of the Loans and the Credit Lines, have faithfully followed the risk policy in force at all times. 54.51% of the Outstanding Balance of the Assets has been granted in the fiscal years 2013 and up to January 31, 2014 and is in line with Santander's risk policy and Banesto's latest granting policy laid down in section 2.2.7 of this Additional Building Block. The remaining Loans and Credit Lines have followed risk policies that do not differ substantially from the current policy.
- (5) The Assets are derived from loans granted by the Santander and Banesto to small- and medium-sized enterprises (SMEs) and self-employed individuals residing in and domiciled Spain with the exception of companies of the Santander Group and syndicated loans that meet the terms of Commission Recommendation 2003/361/EC of May 6, 2003 for the purpose of financing their economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings related to their economic activity or acquiring rural property, urban property, and plots. For this last purpose, loans destined to property construction and real estate development are excluded, although there may be loans intended for the purchase of land for subsequent

development and sale, with no subsequent subrogation or division into condominiums. Furthermore, in the case of restructuring, these operations do not arise from restructuring transactions of loans or in default, and correspond only to debt consolidation operations; and credit lines granted by the Originator to small and medium-sized enterprises (SMEs) and self-employed individuals residing in Spain with the exception of companies of the Santander Group and syndicated credit lines that comply with Commission Recommendation 2003/361/EC, May 6, 2003, for funding their short and medium-term economic activities and any of the aforementioned purposes.

- (6) The Assets are denominated and payable in euros and are secured: (i) in the case of Assets derived from Mortgage Loans, through mortgage charge and; (ii) in the case of Assets deriving from Non-Mortgage Loans and Credit Lines, with the Debtor's equity (without specific collateral), with a third-party personal guarantee (surety) and/or, where applicable, in rem collateral other than a mortgage charge.
- (7) The Loans and Credit Lines shall accrue interest at a fixed or variable rate pegged to a given market index, without there being any floor or ceiling on the applicable interest rate.
- (8) All of the Assets have a maturity date on or before July 31, 2054.
- (9) Payments of principal and/or interest arising from the financing arrangement formalized via the Loans or Credit Lines (only interest payments for those credit lines or loans with repayment at maturity) are monthly, quarterly, half-yearly, yearly, or at maturity, there being no clauses permitting the deferred payment of interest or principal other than possible initial grace periods on principal repayments at the start of the Loan in question.
- (10) That in the case of Credit Lines there are no clauses allowing a grace period on principal repayments.
- (11) The Loans and Credit Lines have been originated in the ordinary course of the Originator's business through the branch networks of Banco Santander and Banesto.
- (12) The Originator is the owner of the Assets, which are free of liens and claims, without the Originator having received any notice of claim or compensation prior to their assignment to the Fund.
- (13) The payments of the Debtor deriving from the Loans and Credit Lines are not subject to any tax deduction or withholding.
- (14) There are no impediments limiting the free transfer of the Assets to the Fund, and if the Debtor's consent is necessary, then its consent has been duly obtained.
- (15) The Assets impose a valid and binding payment obligation on the Debtor and are enforceable in accordance with their own terms.
- (16) Payment of principal and interest with regard to the Loans and interest with regard to the Credit Lines takes place through direct bank debit generated automatically and authorized by the relevant Debtor at the time the transaction is formalized.
- (17) The Assets are governed by the laws of Spain.

- (18) Although developer loans or financing are not included (mortgage loans for financing the construction and promotion of dwellings, garages, business premises and industrial building, destined for sale or lease to individuals or companies, with the possibility of the buyers standing in for the developer under the same conditions or through any of the different mortgage loan methods) , there may be loans and/or credit lines intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums.
- (19) The Assets do not derive from the renegotiation of Loans or Credit Lines that are in default.
- (20) No person holds any preferred or pre-emptive right over the Fund with respect to the Assets.
- (21) The Preliminary Portfolio of Loans and Credit Lines from which the Assets assigned to the Fund are taken do not contain non-payments in excess of fifteen (15) days. In addition, at the time of the transfer, no Mortgage Loan, Non-Mortgage Loan or Credit Line will be subject to any kind of non-payment beyond fifteen (15) days.
- (22) The Originator has no knowledge of any of the Debtors being holder of any credit rights *vis-à-vis* Santander entitling them to seek compensation from the Bank and which may adversely affect the Assets, this without prejudice to the rights of Debtors who hold deposits or demand accounts with the Originator.
- (23) As at the Incorporation Date, Santander has not received any notice of full or partial prepayment of the Loans or Credit Lines.
- (24) None of the Assets corresponds to credit rights deriving from financial leasing transactions.
- (25) The collateral for the Loans and Credit Lines, as appropriate, is valid and enforceable pursuant to applicable law and the Originator is not aware of any circumstance that could prevent enforcement thereof.
- (26) Santander has no knowledge of any legal proceedings affecting the Loans and Credit Lines that could harm their validity and enforceability.
- (27) The Mortgage Loans are documented in public instrument, while the Non-Mortgage Loans and Credit Lines are documented in an agreement executed before a notary public, with the Originator retaining the first copy of the public deed or a copy of the notarized agreement.
- (28) The Loans and Credit Lines are clearly identified in the computer systems of Santander from the moment they are granted or migrated if originated by Banesto, and are continuously managed, analyzed and monitored by the Originator in accordance with the standard procedures that Santander has in place, such procedures as summarized under section 2.2.7 above.
- (29) The Loans transferred to the Fund have been effectively drawn in full by the Debtors prior to their transfer to the Fund.
- (30) At the time the Loans and Credit Lines are transferred to the Fund, none of the Debtors is subject to insolvency or arrangements with creditors.

- (31) The Assets derived from the Credit Lines have a credit balance in favor of the Originator. That on the Date of Incorporation the part not drawn down from Credit Lines will not be assigned to the Fund.
- (32) At the moment of the assignment, the Outstanding Balance of the Assets for “restructuring” will not be greater than 10.31% of the amount of the Outstanding Balance of the Assets assigned to the Fund.

**(c) Regarding the Mortgage Loans:**

- (1) Each of the Mortgage Loans is secured by mortgage charge, without the mortgaged properties being subject to any prohibitions on disposal, conditions subsequent or any other restriction on ownership.
- (2) All of the Mortgage Loans are formalized in public instrument and all the mortgages are duly established and recorded with the pertinent Land Registries. Registration of the mortgaged properties is current and effective and without contradiction.
- (3) The Mortgage Loans are not instrumented via any type of security, whether registered, negotiable, or bearer.
- (4) The Mortgage Loans are not subject to any mortgage bonds, mortgage participations or mortgage transfer certificates other than the Mortgage Transfer Certificates issued for their transfer to this Fund.
- (5) The properties mortgaged by virtue of the Mortgage Loans are not classified as excluded assets for acceptance as collateral pursuant to article 11 of Royal Decree 716/2009.
- (6) The Mortgage Loans do not have any of the defining characteristics of loans or credits excluded under article 12.1 a), c), d) and f) of Royal Decree 716/2009.
- (7) Copies of all of the mortgage deeds referring to the Mortgage Loans have been duly filed in Santander’s systems, which are adequate for such purpose, and remain at the disposal of the Manager, acting on behalf of the Fund. Likewise, all of the Mortgage Loans are clearly identified, both in electronic format and in their corresponding public instruments.
- (8) Santander has no knowledge of any litigation relating to the Mortgage Loans that could affect their validity or incur the provisions of article 1,535 of the Spanish Civil Code; or of any circumstances that could render ineffective the contract to acquire the mortgaged property as collateral for the Mortgage Loans.
- (9) Santander has no knowledge of any circumstance that could prevent foreclosure or enforcement of the mortgage charge.
- (10) The mortgages are established on real estate (and if this includes buildings, these are built and finished), including those assets listed in section 2.2.2.a) of this Additional Building Block, insofar as they are not excluded by article 12.1.a), c), d) and f) of Royal Decree 716/2009, located in Spain and belonging to the mortgagor in fee simple and full title, Santander having no knowledge of any litigation concerning ownership of the real estate that could harm the mortgages. Likewise, the Originator declares that, to the best of its understanding, as at the Incorporation Date of the Mortgages it was not aware of any prohibition on the disposal of the mortgaged real estate.



- (11) The collateral on the Mortgage Loans is established as a first mortgage affecting full ownership of the mortgaged property or, as the case may be, with a different seniority, even though Santander may have documentation relating to the cancellation of the debts arising from earlier mortgages, and even when such previous mortgages have still to be cancelled with the corresponding registries.
  - (12) All of the mortgaged properties have been valued by appraisal companies duly registered with the Banco de España at the time of the appraisal, with said appraisal accredited by the corresponding initial certificate, in accordance with the provisions of Law 2/1981 and its implementing regulations. All completed appraisals meet all of the requirements stipulated in mortgage market legislation.
- (d) In relation to the Mortgage Transfer Certificates:**
- (1) The MTCs are issued in accordance with the provisions of (i) Law 2/1981, (ii) Royal Decree 716/2009, (iii) Additional Provision Five of Law 3/1994, of April 14, and (iv) other applicable regulations.
  - (2) MTCs are issued because the Mortgage Loans are not eligible as mortgage participations in that they do not meet the requirements prescribed by Chapter II, article 3 of Royal Decree 716/2009. This information will be compliant with the provisions of Annex I of Royal Decree 716/2009 governing the special accounting of mortgage loans and credits.
  - (3) The MTCs are issued for the remaining term up until the maturity of, and at the same interest rate as, each of the Mortgage Loans to which they pertain.
  - (4) On the date of issue of the MTCs, the Outstanding Balance of each of the Mortgage Loans is equivalent to the capital stated on the corresponding Mortgage Transfer Certificate.
  - (5) The competent governing body of Santander has validly adopted all the resolutions needed to issue the MTCs.
  - (6) The Manager has obtained from Santander, as Originator of the Assets, the representations and warranties concerning the characteristics and features of the Mortgage Loans, the MTCs and the Originator itself, as described in this section and as ratified in the Deed of Incorporation.

**Compliance with Regulation 575/2013 of June 26**

In compliance with the provisions of article 405 Regulation 575/2013, of June 26, on the prudent requirements of credit institutions and investment entities, amending Regulation (EU) No. 648/2012 (“**Regulation 575/2013**”), the Originator has notified the Manager that it will retain a significant net financial interest in the Fund on an ongoing basis under the terms required by Regulation 575/2013. For these purposes, the Originator has notified the Manager that by “ongoing basis” it is understood that the retained net financial interest shall not be subject to a credit risk reduction, nor short positions nor other types of hedging and neither will it be sold. The Originator will undertake in the Deed of Incorporation to include, on the website of the Santander Group [www.santander.com](http://www.santander.com) (or any other site that may replace it in the future), reference to the location where all the updated details can be found on the requirement to retain a net financial interest.

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

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

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

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

## **2.2.9 Replacement of the Assets.**

### **2.2.9.1 Replacement of Assets derived from Mortgage Loans**

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

The replacement will be carried out via the early redemption of the affected Mortgage Transfer Certificate and the issue by the Fund of the replacement Mortgage Transfer Certificate (with the Originator issuing a new multiple certificate detailing the number of MTCs that exist at that date, and which will be exchanged for the certificate delivered initially or on the previous replacement date). This issue of Mortgage Transfer Certificates by the Originator and replacement by the Manager, on behalf of the Fund, shall be carried out by executing the corresponding

notarial certificate, which will include details of the Mortgage Transfer Certificate to be replaced and the underlying Mortgage Loan, as well as details of the new Mortgage Transfer Certificate issued and of those relating to corresponding Mortgage Loan, along with the reason for the replacement and the variables making both Mortgage Transfer Certificates substantially similar, as described above. A copy of the notarial certificate will be delivered to the CNMV, Iberclear and AIAF and also to the Rating Agencies. The Originator shall reimburse the Fund for any unpaid amounts relating to the replaced Asset by paying the corresponding amount into the Cash Account or Interest Account, as the case may be. Likewise, in the event that the Outstanding Balance of the replacement Asset is slightly less than that of the replaced Asset, the Originator shall reimburse the Fund for the difference, taking into account the nominal value, any accrued and not yet due interest, and any unpaid amounts regarding that Asset, through credit thereof into the Cash Account or Interest Account, as the case may be, on the relevant date.

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

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

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

If any of the Assets derived from Non-Mortgage Loans and Quantities Drawn on the Credit Lines is affected by a latent defect as a consequence of not meeting the requirements that such Assets must meet at the Incorporation Date in order to be eligible for transfer to the Fund, and/or not conforming to the representations made to such effect by the Originator to the Manager, as reproduced under section 2.2.8 above of this Additional Building Block to the Securities Note, or does not have the characteristics reported by the Originator to the Manager, then the Party aware of such circumstances, be it the Originator or the Manager, shall notify the other Party in writing. The Manager will terminate the transfer of the Asset affected by the hidden defect, with the Originator undertaking to reimburse the Fund, within fifteen

(15) Business Days, for the Outstanding Balance thereof, plus any interest accrued and not paid as well as any monies not paid in relation to said Assets via the deposit of said monies into the Cash Account or Interest Account, as the case may be.

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

**2.2.10 Relevant Insurance Policies relating to the Loans.**

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

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

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

Not applicable.

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

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

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

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

**2.3 Actively managed assets backing the issue.**

Not applicable.

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

Not applicable.

**3. STRUCTURE AND CASH FLOW**

**3.1 Description of the structure of the transaction.**

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

- a) assignment to the Fund of the Assets deriving from the Mortgage Loans and from the Non-Mortgage Loans and Quantities Drawn on the Credit Lines;
- b) issuance of the Mortgage Issuance Certificates by Santander and the subscription thereof by the Fund; and
- c) issuance of FORTY-THREE THOUSAND SEVEN HUNDRED (43,700) Bonds, distributed among the three (3) Bond Series.

A copy of the Deed of Incorporation shall be submitted to the CNMV and Iberclear prior to the Bond Disbursement Date (i.e., December 4, 2014).

The Manager will likewise provide the CNMV on a monthly basis with information relative to the adjustment of the balances drawn on the Credit Lines described in section 3.4.3.b below by means of the execution of the corresponding public deed that will include any information furnished to it by the corresponding Originator with respect to any upward variations that the Credit Lines may have had during the month underway, and that they comply with the statements under section 2.2.8.b) of this Additional Building Block, for their verification pursuant to the requirements of Article 2.2.c).2<sup>nd</sup> of Royal Decree 926/1998.

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

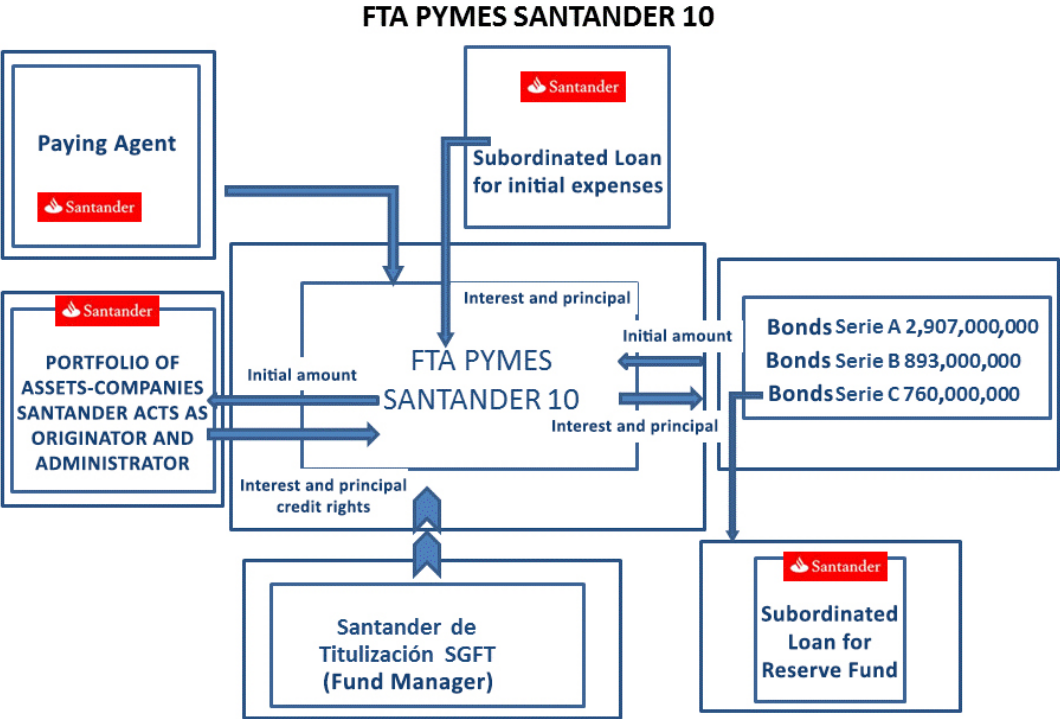
The aforementioned extension or amendment shall be notified to the Ratings Agencies.

The Manager shall enter into the following agreements with the Originator and/or EIB:

- (i) Guaranteed Rate Reinvestment Agreement (Cash Account) to be entered into between the Manager and the Originator, by virtue of which the Originator shall guarantee variable returns on the amounts deposited into the Cash Account by the Fund acting through the Manager.
- (ii) Guaranteed Rate Reinvestment Agreement (Interest Account), by virtue of which the Originator will guarantee a variable return on the quantities deposited into the Interest Account by the Fund acting through the Manager.
- (iii) Subordinated Loan Agreement, which will be used to finance the initial costs of setting up the Fund, issuing the Bonds and part of the cost of acquiring the Assets, where applicable.
- (iv) Liquidity Facility Agreement so that any variations, whether upward or downward, that occur in the Credit Lines may be simultaneously transferred to the Fund on a daily basis, by means of the corresponding adjustment in the Liquidity Facility. Likewise any possible upward variations of the Credit Lines will be compensated daily with possible downward variations of other Credit Lines, as well as with the amounts from the Assets as repayment of the principal.
- (v) The Manager, acting on behalf of the Fund, will enter into the Management and Paying Agency Agreement with the Originator.
- (vi) The Subscription Agreement, to be formalized between the Manager, on behalf of the Fund, the Subscribing Entities, pursuant to which the Bond subscription is regulated.

Furthermore, the Reserve Fund will be endowed with the funds obtained from subscribing and paying up the Series C Bonds, as detailed under section 3.4.2.2 of this Additional Building Block.

The transaction is explained in the diagram below:



### **Initial Balance Sheet of the Fund**

The Fund's Balance Sheet as at the close of the Disbursement Date shall be as follows:

<b>FIXED ASSETS</b>		<b>BOND ISSUES</b>	
Assets (credit rights on Non-Mortgage Loans, and Credit Lines)	€3,800,000,000	Series A Bonds	€2,907,000,000
		Series B Bonds	€93,000,000
		Series C Bonds	€70,000,000
<b>CURRENT ASSETS</b>	<b>€760,700,000</b>	<b>OTHER L/T PAYABLES</b>	<b>€700,000</b>
Cash Account	€760,700,000	Subordinated Loan	€700,000
Reserve Fund	€760,700,000		
Subordinated loans initial costs	€700,000		
<b>Total Assets</b>	<b>€4,560,700,000</b>	<b>Total Liabilities</b>	<b>€4,560,700,000</b>

### **3.2 Description of entities taking part in the issue and of their duties.**

The entities taking part in the issue and their respective roles are explained under section 5.2 of the Registration Document.

### **3.3 Description of the method and date of sale, transfer, novation or transfer of the assets.**

Santander will, on the Incorporation Date, transfer to the Fund those Assets whose total principal is equal or slightly higher than THREE BILLION EIGHT HUNDRED MILLION (€3,800,000,000).

#### **3.3.1. Assignment of the Assets.**

Santander shall assign the Assets at the time the Fund is incorporated, such transfer to be instrumented through the Deed of Incorporation and to be carried out as explained below, with a difference drawn between Assets deriving from Mortgage Loans and Assets deriving from Non-Mortgage Loans and the Quantities Drawn on the Credit Lines.

The Originator shall receive no amount for deferring payment of the Loans and Credit Lines between the assignment date and the Disbursement Date.

#### **a) Assignment of the Assets deriving from Non-Mortgage Loans and the Quantities Drawn, at the Date of Incorporation, on the Credit Lines:**

Assets derived from Non-Mortgage Loans and the Quantities Drawn, at the Date of Incorporation, on the Credit Lines will be transferred directly to the Fund by virtue of the Deed of Incorporation, which will contain the necessary terms and conditions for effecting said assignment.

#### **b) Assignment of the Assets deriving from Mortgage Loans:**

The Assets deriving from Mortgage Loans will be transferred by virtue of the Deed of Incorporation, which shall contain the necessary terms and



conditions governing the issuance, by Santander, of Mortgage Transfer Certificates, in accordance with the provisions of Additional Provision Five of Law 3/1994, by virtue of which current law in force applicable to mortgage units or participations likewise applies to issues of MTCs, such MTCs to be subscribed by the Manager on behalf of the Fund; Law 2/1981, of March 25, on Regulation of the Mortgage Market; Royal Decree 716/2009 of 24 April; and other law or regulations in force from time to time, applicable to the transferability and acquisition of mortgage market securities.

Transfer of the Mortgage Transfer Certificates (MTC) by the Originator will be carried out through the Deed of Incorporation in accordance with the following procedure:

- (i) Each MTC will represent a share of one hundred per cent (100%) of the outstanding principal pending maturity of the Assets deriving from Mortgage Loans to which the MTCs pertain, and similarly, from the transfer date, of any ordinary and default interest, monies or assets received from legal or notarial enforcement of the collateral, from disposal or exploitation of the foreclosed properties awarded to the Fund due to enforcement of the mortgage charges, or due to interim administration and possession of the property (in process of being foreclosed) up to the amounts owed by the Debtor in question, as well as the right to acquire the property at the price received at auction or at the price determined by a court of law, and all other possible rights and compensation to which the Originator may be entitled, including not only those derived from any insurance contracts that the Originator may have assigned to the Fund, but also those derived from any other rights attaching to the Assets.
- (ii) The MTCs will be represented in one multiple registered certificate, which will contain the minimum information stipulated in article 29 of Royal Decree 716/2009.

In the event that any MTC has to be replaced, or if the Manager, acting on behalf of the Fund, or Santander, must proceed with the foreclosure of a Mortgage Loan on which a given MTC has been issued, or if the MTCs must be sold upon Early Settlement of the Fund, in accordance with the situations and under the conditions provided for in section 4.4.3 of the Registration Document, the Originator undertakes to fraction, as the case may be, any multiple certificate into as many individual or global certificates as may be necessary, or to replace or exchange it in order to achieve the aforementioned purposes.

- (iii) As established by Royal Decree 716/2009, the MTCs may be transferred by means of written declaration on the certificate itself and, in general, by any other legally admissible means. The acquiring party must notify the Originator of the transfer of the MTC and the address of the new holder.

The transferor will not be liable for the solvency of the Originator or of the Obligor of the Mortgage Loan, nor for the sufficiency of the mortgage it secures.

- (iv) The Originator, as issuer of the MTCs, shall keep a special log to record the MTCs issued on each Mortgage Loan, as well as any transfers thereof that are communicated to the Originator. The book itself shall reflect any changes of address notified by the holders of the MTCs to the Originator.

Said log shall also contain the following data:

- Opening and maturity date of the Mortgage Loan, initial amount thereof and form of settlement; and
  - Registry details of the mortgage.
- (v) Given the nature of qualified investor of the Fund and the subscription by the latter of the MTCs, for the purposes of paragraph two of Additional Provision One of Royal Decree 716/2009, the issuance of the MTCs will not be subject to a marginal notation in each recording of the mortgage pertaining to each of the Mortgage Loans at the Land Registry.

**c) Upward variations of the Credit Lines**

The assignment to the Fund of upward variations, relative to the increase on initially-drawn balances (at the time of their assignment to the Fund) from the Credit Lines will be carried out in accordance with section 3.4.3.b below. To this regard, these variations will be transferred daily to the Fund by means of the corresponding adjustment to the Liquidity Facility, so that any balances actually drawn from the Credit Lines at any given time are assigned to the Fund. For these purposes, a public document will be executed monthly for delivery to the CNMV, which will include the information with respect to any upward variations that the Credit Lines may have experienced during the month underway.

**3.3.2. Terms and conditions governing the transfer of the Assets.**

The Assets will be transferred to the Fund under the following conditions:

- (i) The transfer of the Assets shall comprise the entire Outstanding Balance of the Assets, as well as all ordinary and default interest accruing from the Incorporation Date of the Fund.

This will likewise include any Overlimits on the Credit Lines that take place as of the Incorporation Date on the maximum amount available on each Credit Line with a limit equal to five percent (5%). Notwithstanding the foregoing, in the case of Credit Lines in which Overlimits exceed the aforementioned five percent (5%) and providing that these are not Default Assets (in other words, Assets that at a given date are in default for a period greater than ninety (90) days and are not considered as Non-Performing Assets), Santander will be obligated to repurchase the Asset and reimburse the Fund for the Outstanding Balance thereof, together with any corresponding interest that has accrued and has not been settled relative to such Assets by deposit in the Cash Account or Interest Account, as the case may be.

- (ii) The transfer to the Fund of the Assets will be full and unconditional and for the entire remaining term through to maturity thereof.
- (iii) The transfer price of the Assets shall be at par, i.e. the Outstanding Balance on the Assets pooled into the Fund on the Incorporation Date.

The transfer price shall be paid in full prior to 15:00 (CET time) on the Disbursement Date, for value that same day. Payment shall be made by order sent by the Manager to Santander instructing the latter to debit the Cash Account open at Santander in the name of the Fund for the purchase price of the Assets.

In the event that the incorporation of the Fund is terminated, thus frustrating the transfer of the Assets pursuant to section 4.4.3 of the Registration Document: (i) the obligation of the Fund to pay the price for the transfer of the Assets will be totally extinguished; and (ii) the Manager will be obliged to re-vest in Santander any rights that may have passed to the Fund due to the transfer of the Assets.

- (iv) The transfer of the Assets will also comprise the creditor rights or credit rights over any in-rem or personal guarantees that may have been posted as collateral for each Asset and any rights attaching thereto, such as rights or indemnities pertaining to the Originator by virtue of any insurance agreements covering any assets that may have been mortgaged as collateral for the Mortgage Loans.
- (v) As stipulated in sections 3.3.2 (ix) and 3.7.1 (11) below, it has been agreed that the Debtors will not be notified of the transfer of the Assets in the cases provided for in those sections, and likewise with Manager deems necessary or appropriate. If said notification is provided, the notice will have effects envisaged in said section.
- (vi) The Originator shall not be liable for the solvency of the Debtors or for the sufficiency of the collateral on the Assets.

The Originator will only be liable for the existence and legitimacy of the Assets at the time of the transfer pursuant to the terms and conditions set forth in the Prospectus, as well as for the legal status under which it effects the assignment and for the representations contained within section 2.2.8 of this Additional Building Block.

- (vii) In the exceptional event that, despite the representations contained in statement 22 of section 2.2.8. of this Additional Building Block, a Debtor should seek to offset its debts with Santander with regard to one of the Assets, Santander will be liable to the Fund for any damage or loss experienced by the latter as a result of any such Debtor exercising its right to set-off debts, undertaking to pay the Fund an amount equal to that set off by the relevant Debtor, as soon as possible, plus any interest accrued on such amount from and including the date on which the set-off took place through to, but not including, the date on which Santander pays the interest to the Fund, such interest calculated at the rate established in the relevant Asset.
- (viii) Without prejudice to the terms of section 2.2.9 of this Additional Building Block and paragraph (i) of this section 3.3.2, Santander shall not assume any repurchase obligation in respect of the Assets.
- (ix) The transfer of the Assets is subject to the laws of Spain with nationwide application. In accordance prevailing Spanish legislation, the transfer of the Assets to the Fund by the Originator will only be valid if there is no impediment limiting the free transfer of the Assets to the Fund and, if the consent of the Obligor is required, said consent has been effectively obtained.

In accordance with article 1,527 of the Spanish Civil Code, any Obligor who pays its creditor before becoming aware of the transfer will be released from the obligation. For this purpose, the Originator shall in any case notify (itself or through a notary public) the assignment, when necessary or required in accordance with the terms of the pertinent Asset, to the respective Obligors, within a period of twenty (20) Business Days following the execution of the Deed of Incorporation, or at any

subsequent time and, in any case, in the event of insolvency of the Originator. Once the transfer has been notified to the Obligors, they will only be discharged from their obligations through payment to the Fund. In accordance with article 1,198 of the Spanish Civil Code, an Obligor who has consented to the assignment may not enforce against the Fund the set-off right off to which it would have been entitled vis-à-vis the Originator.

Furthermore, in the event of insolvency, settlement, replacement or in case of intervention by the Bank of Spain of the Administrator or if the Originator is undergoing a restructuring process in the terms of Law 9/2012 of November 14, regarding the restructuring and refinancing of credit institutions, the Manager shall instruct the Administrator to notify all the Debtors (and, where applicable, third party guarantors and insurance companies) of the transfer to the Fund of all the outstanding Assets pending payment, and to inform them that payments deriving from such Assets will only release them from their payment obligations if made into the Cash Account or Interest Account, as the case may be, open in the name of the Fund. Furthermore, at any time the Manager deems reasonably justified, it may require the Administrator to carry out this notification, who must do so within fifteen (15) Business Days.

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

As described above, the Manager shall instruct the Administrator to carry out any such acts and fulfill any such formalities as may be required, including notifications to third parties and recordings in the relevant accounts, so as to ensure the maximum effectiveness of the transfer of the Assets and the accessory guarantees against third parties.

The Originator shall also unconditionally and irrevocably vest in the Manager the broadest powers required by law so that the Manager may, on behalf of the Fund, notify the transfer to the Debtors whenever it deems this appropriate.

The Originator will bear the expenses incurred from notifying the Debtors, even when the notification is carried out by the Manager.

### **3.3.3. Description of the rights which, in favor of their holder, are conferred by the Assets on the Loans and Credit Lines backing them.**

The Fund, as holder of the Assets, shall hold the rights recognized to the assignee in article 1,528 of the Spanish Civil Code.

Specifically, the Assets confer the following rights:

- a) all amounts accruing due to repayment of capital or principal of the Assets;
- b) all amounts accruing due to ordinary interest on the Assets;
- c) all amounts accruing due to default interest on the Assets;
- d) any quantities accrued for the Overlimits corresponding to the Assets derived from the Quantities Drawn on the Credit Lines with a limit equal to five percent (5.00%) of the maximum limit available on each Credit Line.

- e) any amounts or assets received from judicial or notary enforcement of the guarantees or, in the case of the Mortgage Loans, from judicial or notary foreclosure of the mortgage, from the disposal or exploitation of the properties awarded to the Fund due to foreclosure of the mortgage charges, or due to interim administration and possession of the property (in process of being foreclosed) up to the amount of the sums owed by the respective Obligor; and the right to acquire the property in question at the auction price or at the price determined by court ruling. The Manager, on behalf of the Fund, shall be obliged to return, if applicable, any excess to the Debtor, and shall under no circumstances require the Debtor to pay an amount greater than its corresponding debt; and
- f) all possible rights or compensation to which Santander may be entitled, including not only those deriving from any insurance contracts that are subject to transfer from Santander to the Fund, but also those deriving from any rights attaching to the Assets.

The assignment of the Assets shall embrace the entire principal, plus ordinary and default interest and the other outstanding amounts described above from the Incorporation Date of the Fund. Fees and commissions payable on the transferred Assets will not be transferred to the Fund.

The rights of the Fund resulting from the Assets are tied to the payments made by the Obligors under the Loans and Credit Lines and, therefore, are directly affected by the evolution, delays, advance payment or any other incident relating thereto.

In any case, the Originator shall pay to the Fund those amounts effectively received from the Debtors as principal, interests or any other Asset-related heading, without having to forward any amounts to the Fund that have not been actually collected.

### **3.4 Explanation of the flow of funds, including:**

#### **3.4.1 How the cash flow from the Assets will meet the issuer's obligations with the holders of the securities.**

The amounts received by the Fund and deriving from the Assets shall be paid by the Administrator into the Cash Account or Interest Account, as the case may be, and in all cases within the forty-eight (48) hours following the day on which they are received.

Notwithstanding the foregoing, for any quantities that correspond to the Fund and arise from any upward or downward variations in the balance pending payment of the Credit Lines, the procedure described in section 3.4.3.b below will be followed.

#### **3.4.2 Information on any credit enhancements.**

##### **3.4.2.1 Description of credit enhancements.**

The Fund structure envisages the following credit enhancement operations:

##### **a) *Reserve fund***

Incorporated using funds from Series C, the Reserve Fund will allow for Fund payments in accordance with the Order of Priority of Payments contained in section 3.4.6 (b) below or, where applicable, in accordance with the Order of Priority of Payments for Settlement envisaged in section 3.4.6 (d) below.

**b) *Guaranteed Rate Reinvestment Agreements***

The Cash Account and Interest Account are remunerated at set rates, thus guaranteeing a minimum return on the balance of the Cash Account and Interest Account, respectively.

**c) *Subordination of the Bond Series***

Subordination and postponement in the payment of interest and repayment of principal between the Bonds from the different Series.

The description of the contracts contained in this Prospectus faithfully reflects the most relevant information contained therein.

**3.4.2.2 The Reserve Fund.**

The Reserve Fund will initially be endowed against Series C on the Disbursement Date.

**(i) Required Level:**

- a) The Reserve Fund will be endowed SEVEN HUNDRED SIXTY MILLION (€760,000,000), likewise equivalent to twenty percent (20%) of the initial amount of the Series A and Series B Bonds on the Disbursement Date.
- b) Later, on each Payment Date, the Reserve Fund will, where applicable, be endowed with Liquid Funds in accordance with the Order of Priority of Payments until the balance of the Fund reaches a level equal (the “**Required Level of the Reserve Fund**”) to the smaller of the following amounts:
  - (i) SEVEN HUNDRED SIXTY MILLION (€760,000,000) i.e. the initial amount of the Reserve Fund; and
  - (ii) The greater of the following amounts:
    - (1) 40.00% of the Outstanding Principal on the Series A and Series B Bonds on the previous Calculation Date; and
    - (2) 10% of the Outstanding Principal on the Series A and Series B Bonds on the Disbursement Date.

Notwithstanding the above, the Required Level of the Reserve Fund will not be reduced on the corresponding Payment Date and will remain at the Required Level of the Reserve Fund as at the previous Payment Date when any of the following circumstances arise:

- (i) if on the previous Payment Date the balance of the Reserve Fund did not meet the Required Level of the Reserve Fund; or
- (ii) if, on the Calculation Date immediately preceding the corresponding Payment Date, the Outstanding Balance of the Assets in Default exceeds 1.00% of the Outstanding Balance on said Payment Date of all the Assets that are not classified as Non-Performing Assets;
- (iii) insofar as two (2) years have not elapsed from the Incorporation Date of the Fund.

**(ii) Use:**

The Reserve Fund shall be applied, on each Payment Date, towards performance of the payment obligations contained in the Order of Priority of Payments set forth in section 3.4.6.(b) below, or, where applicable, in the Order of Priority of Payments for Settlement provided in section 3.4.6 (d) below.

**(iii) Yield:**

The amount of the Reserve Fund will be paid into the Interest Account at the Disbursement Date, and will be the subject to the Guaranteed Rate Reinvestment Agreement to be signed with Santander in accordance with section 3.4.4. of this Additional Building Block.

**3.4.3 Details of any subordinated debt finance.**

**a) Subordinated Loan Agreement.**

The Manager, acting for and on behalf of the Fund, shall enter into with Santander the commercial Subordinated Loan Agreement for the total sum of SEVEN HUNDRED THOUSAND EUROS (€700,000), which shall be used to finance the Fund's incorporation expenses and the Bond issue and, where applicable, to finance part of the cost of acquiring the Assets.

The amount of the Subordinated Loan shall be disbursed into the Interest Account on the Disbursement Date.

The loan will accrue an annual nominal interest rate, determined quarterly for each Interest Accrual Period, and obtained as adding: (i) the Benchmark Interest Rate determined for the Bonds, and (ii) a spread of zero point six five per cent (0.65%).

The interest accrued by the Subordinated Loan shall be paid only if the Fund has sufficient Liquid Funds in accordance with the Order of Priority of Payments envisaged in section 3.4.6 (b) of this Additional Building Block or, where applicable, with the Order of Priority of Payments for Settlement provided in section 3.4.6 (d) of this Additional Building Block. Accrued interest, which must be paid on a specific Payment Date, will be calculated by taking as a base: (i) the actual days existing in each Interest Accrual Period, and (ii) a year containing three hundred and sixty (360) days.

Interests accrued and not paid on a Payment Date shall accumulate, accruing interest at the same rate as the nominal interest on the Subordinated Loan, and shall be paid, provided that the Fund has sufficient Liquid Funds and in accordance with the Order of Priority of Payments contemplated under section 3.4.6.(b) of this Additional Building Block, on the immediately following Payment Date or, where applicable, on the date that the application of the Order of Priority of Payments for Settlement provided in section 3.4.6.(d) of this Additional Building Block takes place.

The Subordinated Loan will be repaid quarterly on a straight line basis during the first three (3) years running from the incorporation of the Fund and the Bond issue, save for the excess of Funds earmarked to cover the costs of incorporating the Fund and issuing the Bonds, which will be repaid early within the first four Payment Dates, all the foregoing provided that the Fund has sufficient Liquid Funds in accordance with the Order of Priority of Payments envisaged in section 3.4.6. (d) of this Additional Building Block.

This loan, due to its subordinated nature, will be junior in ranking with respect to the other creditors of the Fund under the terms provided for in section 3.4.6. (b) of this

Additional Building Block, or, where applicable, the Order of Priority of Payments for Settlement provided in section 3.4.6. (b) of this Additional Building Block, including the Bondholders.

If, before the Subscription Period, the Rating Agencies do not confirm as definitive any of the provisional ratings assigned, this circumstance will lead to the termination of the Subordinated Loan Agreement, except for in relation to the initial cost of incorporating the Fund and issuing the Bonds.

**b) Liquidity Facility**

**Purpose and variations to the Credit Lines**

The Manager, in the name and on behalf of the Fund, will execute with the Originator, simultaneously upon the execution of the Deed of Incorporation, a commercial liquidity facility agreement associated with the Cash Account (the “**Liquidity Facility**”) so that any variations, upward as well as downward, occurring in the Credit Lines, as well as the repayments of the Loans and the Credit Lines, are transferred daily to the Fund by means of the corresponding adjustment in the Liquidity Facility.

Any possible upward variations of the Credit Lines will be offset daily with possible downward variations of other Credit Lines, as well as with any amounts from the Assets (credit rights derived from the Loans and from the Quantities Drawn on the Credit Lines) as repayment of principal. The Liquidity Facility may then have a debit balance (against the Fund) only upward drawdowns made occasionally on a given day cannot be covered with the amounts deposited in the Cash Account and which come from downward variations and/or repayments of the rest of the Credit Lines and/or repayments of principal on the Loans.

**Maximum balance of the Liquidity Facility**

The Fund will have, throughout its lifetime, a Liquidity Facility in an amount less than 10% of the Balance of Principal Pending Payment of the Series A Bonds.

If at any time the Originator guarantees the Fund with liquidity in an amount equal to or greater than the aforementioned 10%, the Manager shall proceed with the early settlement of the Fund as provided in section 4.4.3. of the Registration Document. As of that moment and until the Early Settlement Date the Maximum Amount of the Liquidity Facility that may be drawn will be equal to the difference between 105% of the maximum of the Credit Lines and the amount drawn at that time.

**Return**

When the difference between (i) the amounts drawn and pending payment against the Credit Lines and (ii) the initial amounts drawn and pending payment (at the time of their assignment to the Fund) of the outstanding Credit Lines assigned to the Fund plus the amounts of principal repaid on the Loans, where appropriate, and deposited in the Cash Account, and the value on that same date is positive, the Liquidity Facility will have a debit balance (against the Fund). In this case, the aforementioned debit balance (against the Fund) will accrue interest daily and will be calculated and settled quarterly on each Payment Date in accordance with the Order of Priority of Payments established in section 3.4.6.(b) below or, where appropriate, the Order of Priority of Payments established in section 3.4.6.(d) below, at an interest rate equal to the three (3) month Euribor plus a margin of 0.35%, on the basis of the days that have actually elapsed during which the Cash Account has a debit balance (against the Fund) and a 365-day year.



On the other hand, if the difference between (i) and (ii) above is negative, the Liquidity Facility will have a credit balance (in favor of the Fund) and the credit balance shall accrue to the Fund at the Interest Rate described in section 3.4.4.1 below (Cash Account), i.e. the Reference Interest Rate of the Bonds (three(3)-month EURIBOR).

#### **Information to be sent to the CNMV**

On a monthly basis the Manager will send information to the CNMV relative to the increase to the balances initially drawn (at the time of their assignment to the Fund) on the Credit Lines by means of the corresponding public deed that will include any information furnished to it by the Originator with respect to any upward variations that may have taken place to the Credit Lines in the month underway as well as those that comply with the representations contained in section 2.2.8.b) of this Additional Building Bloc, in the terms described in section 3.1 above, for their verification in accordance with the requirements of Article 2.2.c)2 of Royal Decree 926/1998.

#### **Payment of the Assets derived from Credit Lines**

The Assets derived from the Quantities Drawn on the Credit Lines that reach maturity are repaid in their entirety.

#### **Interest accrued and repayment of the principal of the Liquidity Facility**

All quantities that should be paid to the Originator as interest accrued by the Liquidity Facility will be paid on each Payment Date, in all case subject to the Order of Priority of Payments established in section 3.4.6.(b) below, or where applicable, to the Order of Priority of Payments established in section 3.4.6.(d) below.

On the other hand, the entirety of any quantities that should be paid to the Originator as repayment of the principal, by the Liquidity Facility, will be paid by means of the corresponding adjustments in the Liquidity Facility in accordance with the adjustment procedure described in section 3.4.3.b herein.

#### **Special interrelation of the Liquidity Facility and the Cash Account. Duration and cancellation of the Liquidity Facility**

As a result of the interrelation between the existence of the Liquidity Facility, the assignment of the Assets derived from the Quantities Drawn on the Credit Lines and the opening of the Cash Account, the Liquidity Facility will be cancelled as soon as all Credit Lines whose amounts drawn have been assigned to the Fund have been repaid in their entirety.

Once the Liquidity Facility has been cancelled (i) the Cash Account will be cancelled, transferring any balances deposited therein at that time to the Interest Account, and (ii) all collections and payments as of that moment during the life of the issue of the Bonds will be centralized in the Interest Account.

#### **Actions in the event of a downgrading of the credit rating of Santander**

If the non-subordinated and non-secured debt of Santander should experience, at any time during the life of the Bonds, a downgrading of its rating below Baa3 or P-2 for its long and short-term risk, respectively, in the case of Moody's or, in accordance with the Rating of DBRS, the long-term credit risk of Santander were to be downgraded to a rating less than A or such rating was withdrawn, Santander should establish a deposit within a period of thirty (30) calendar days in an amount

equal to the difference between 105% of the maximum of the Credit Lines and the amount drawn at that same time in an entity with a minimum rating of Baa3 or P-3 for its long and short-term risk, respectively, in the case of Moody's, and in accordance with the long-term Rating of DBRS of at least A (without such rating being "Under Review (Negative)"), with the Manager making drawdowns against that deposit solely when the Cash Account has a debit balance (against the Fund), so that any upward variations of the Credit Lines are transferred to the Fund as envisaged in section 3.4.3.(b) herein.

Furthermore, on the other hand, if the non-subordinated and non-secured debt of Santander, as depositary of the Cash Account should experience, at any time during the life of the Bonds, a downgrading of its rating below Baa3 or P.3 for its long and short-term risk, respectively, in the case of Moody's or, in accordance with the Rating of DBRS, the long-term credit risk of the depositary of the Cash Account were to be downgraded below A or such rating was withdrawn, the Manager should carry out the actions established in section 3.4.4.3 below.

### **3.4.4 Indication of any investment parameters for investing temporary excess liquidity and description of the parties responsible for such investment.**

#### **3.4.4.1. Cash Account**

Insofar as the Cash Account is directly related to the existence of Credit Lines, the Manager, acting for and on behalf of the Fund, and the Originator, at the same time the Deed of Incorporation is signed, shall enter into the Guaranteed Rate Reinvestment Agreement (Cash Account), whereby the Originator shall guarantee certain returns on the amounts deposited by the Fund, through its Manager, into the Cash Account. Specifically, the Guaranteed Rate Reinvestment Agreement (Cash Account) will state that the amounts received by the Fund as:

- (i) principal on the Assets, including Loan repayments and downward variations of the Credit Lines, insofar as the Credit Lines have not been integrally and totally repaid; and
- (ii) amounts of the returns obtained on the balance of the Cash Account.
- (iii) the quantities received for the issue of the Series A and B Bonds shall be deposited into the Cash Account.

The Fund, represented by the Manager, against the Cash Account, will acquire the Assets assigned by the Originator at their initial amount.

Given the operation of the Liquidity Facility the balance of the Cash Account may have a credit balance (in favor of the Fund) or a debit balance (against the Fund) (up to the Limit of the Liquidity Facility) in accordance with the provisions of section 3.4.3.b) of this Additional Building Block.

In the event of a credit balance (in favor of the Fund), any quantities deposited in the Cash Account will accrue interest daily and will be calculated and settled monthly on the 5<sup>th</sup> of each month, with the first date of settlement taking place on December 5, 2014 at the Benchmark Interest Rate for the Bonds in force at the start of each month on the basis of the days that have actually elapsed during which the Cash Account has a credit balance (in favor of the Fund) and a 365-day year.

In the event of a debit balance (against the Fund), these quantities will accrue interest daily, and will be calculated and settled quarterly on each Payment Date in accordance with the Order of Priority of Payments established in section 3.4.6.(b) below or in the Order of Priority of Payments established in section 3.4.6.(d) below, at an interest rate equal to the three (3) month Euribor plus a margin of 0.35%, on the basis of the days that have actually elapsed during which the Cash Account has a debit balance (against the Fund) and a 365-day year.

On each Calculation Date, the amount of the Cash Account (with the exception of downward variations) will be transferred to the Interest Account.

#### **3.4.4.2 Interest Account**

In addition the Manager, in the name and on behalf of the Fund, and the Originator, simultaneously upon the execution of the Deed of Incorporation, will execute an Interest Account Agreement by virtue of which the Originator will guarantee a return on the quantities deposited by the Fund via the Manager in the Interest Account. Specifically, the Interest Account Agreement will determine that the quantities received by the Fund as:

- interest on Assets;
- quantities to which the return amounts as obtained from the balance of the Interest Account;
- the Subordinated Loan;
- any other quantities derived from the Assets, other than the principal;
- the quantities constituting the Reserve Fund at any given time;
- if the Credit Lines have been integrally and fully repaid, the principal of the Assets will be deposited in the Interest Account.

On the Disbursement Date, the Interest Account will receive the initial amount of the Subordinated Loan with which to cover the costs of incorporation and the disbursement of Series C which will be used to provide the Reserve Fund.

The Interest Account on each Calculation Date will receive the amount from the Cash Account, with the exception of downward variations.

The amount of the Interest Account, with the exception of interest settled to the Fund between the Calculation Date and the Payment Date, will be transferred in its entirety on each Payment Date to the Cash Account, where appropriate, so that it may be deemed as Liquid Funds on the Payment Dates.

The quantities deposited accrue interest daily, and will be calculated and settled monthly on the 5<sup>th</sup> of each month, with the first settlement date being December 5, 2014, at the Benchmark Interest Rate for Bonds in force at the start of each month on the basis of the days that have actually elapsed and a 365-day year.

By means of the Interest Account the amounts deposited therein will be isolated so that they may not be drawn to cover any possible upward drawdowns on the Credit Lines.

#### **Relationship between the Cash Account, Interest Account, Liquidity Facility and interest on Assets (Credit Lines).**

The settlement of interest of the Credit Lines occurs against the Credit Lines themselves causing, together with the additional drawdowns at any time if any, an increase thereof. This amount will be transferred by the Originator to the Interest Account and at the same time this amount will be made available in the Cash Account by the Fund to meet the increase in

the Credit Lines. The situation may arise, as described in section 3.4.4.1 above, where the income described in paragraph (i) of this section is less than the upward variation described in this case, which will cause the Fund to have a Liquidity Facility. Otherwise it will not be necessary to have the Liquidity Facility since the upward variations will be compensated by the income described in paragraph (i) above.

#### **3.4.4.3. Joint drawdowns**

In accordance with the foregoing, all collections and payments will be centralized in the Cash Account and Interest Account throughout the life of the issue of the Bonds unless the cancellation of the Liquidity Facility takes place in the terms of section 3.4.3.b) above, in which case only the Interest Account will be maintained, (ii) transferring any balances deposited in the Cash Account at that time to it, and (ii) centralizing all collections and payments to be made as of that moment therein.

Banco Santander will carry out no withholdings when settling interest on the Cash Account or Interest Account as established in section 59, paragraph k of Royal Decree 1777/2004. In the event that any party were to carry out undue withholdings, Santander agrees to pay to the Fund the same amounts to which the Fund would have been entitled had the withholdings not been made.

#### **Downgrade in credit rating**

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

If the non-subordinated and non-guaranteed debt of the holder of the Cash and/or Interest Account experiences, at any time during the life of the Bonds, a downgrade in its rating below Baa3 or P-3 for its long and short-term risk, respectively, in the case of Moody's, or another equivalent one recognized expressly by Moody's, the Manager must, within a maximum period of thirty (30) Business Days of the day this situation arises, adopt one of the options described below which allows an appropriate level of guarantee to be maintained with respect to the commitments deriving from the Guaranteed Rate Reinvestment Agreements:

- a).- obtain from a credit entity with a minimum credit rating for its non-subordinated and non-guaranteed long and short-term debt, respectively, in the case of Moody's and without this adversely affecting the rating granted to the Bonds by the Rating Agencies, an unconditional and irrevocable guarantee on first demand securing, at the simple request of the Manager, the timely compliance by the Account holder of its obligation to repay the amounts deposited in the Cash Account or Interest Account for the duration of the loss of Baa3 or P-3 rating in the case of Moody's;
- b).- transfer the Cash and our Interest Account to an entity whose non-subordinated and non-guaranteed debt has a minimum rating of Baa3 or P-3 for its long and short-term risk, respectively, in the case of Moody's and to arrange the highest possible return on their balances, which may be different from the one arranged with the holder of the Account by virtue of such agreement.

##### **Criteria of Scope Ratings A.G.**

If the non-subordinated and non-guaranteed debt of the holder of the Cash and/or Interest Account experiences, at any time during the life of the Bonds, a downgrade in its rating below BBB- for its long-term risk in the case of Scope Ratings or is not rated, the Manager must, within a maximum period of thirty (30) Business Days of the day this situation arises, adopt one of the options described below which allows an appropriate level of guarantee to be maintained with respect to the commitments deriving from the Guaranteed Rate Reinvestment Agreements:

- a) Obtain from a credit entity with a minimum credit rating of BBB- for its non-subordinated and non-guaranteed long-term debt in the case of Scope Ratings and without this adversely affecting the rating granted to the Bonds by the Rating Agencies, an unconditional and irrevocable guarantee on first demand securing, at the simple request of the Manager, the timely compliance by the Account holder of its obligation to repay the amounts deposited in the Cash Account or Interest Account for the duration of the loss of BBB- rating in the case of Scope Ratings.
- b) Transfer the Cash and/or Interest Account to an entity whose non-subordinated and non-guaranteed debt has a minimum rating of BBB- for its long-term risk, in the case of Scope Ratings and to arrange the highest possible return on their balances, which may be different from the one arranged with the holder of the Account by virtue of such agreement.

**Criteria of DBRS Ratings Limited:**

In the event that the long-term credit rating awarded by DBRS of the Holder of the Cash or Interest Account, as the case may be, is downgraded to below A at any time during the life of the Bonds, or if this rating is otherwise withdrawn, the Manager must carry out, after consulting the Rating Agencies and within no more than thirty (30) Calendar Days from the time this situation arises, one of the measures described below so as to maintain an adequate level of guarantee in respect of the commitments and duties set forth in the respective agreement and provided the rating given to the bonds issued by the Fund is not adversely affected:

- i) obtain, from an institution with a long-term DBRS rating equal to or higher than A without such rating being “Under Review (Negative)”, and without this adversely affecting the rating assigned to the Bonds by DBRS, an unconditional and irrevocable surety enforceable on first request and guaranteeing the Fund, upon a simple request from the Manager, timely repayment by the holder of the Cash Account or Interest Account, as the case may be, of the amounts deposited in said account, for the duration of the loss of the long-term A rating by the holder of the Cash or Interest Account, as the case may be.
- ii) transfer the Cash and Interest Account to an entity with a DBRS long-term rating equal to or higher than A (without such rating being “Under Review (Negative)”), and arrange the highest possible returns for the balances held therein, which may be different from that agreed with the Holder of the Cash or Interest Account, as the case may be.

In the event that the DBRS rating of the holder of the Cash or Interest Account should once again reach A (without such rating being “Under Review (Negative)”) in the long-term, and if situation (ii) above arises, the Manager shall once again transfer the balances to the new holder of the Cash or Interest Account under the Guaranteed Rate Reinvestment Agreement (Cash Account) and the Guaranteed Rate Reinvestment Agreement (Interest Account) respectively. In the event of having opted for option (i) above, this will not be necessary.

All costs, expenses and taxes incurred from carrying out and formalizing the preceding options will be met by the holder of the accounts or, where appropriate, the replacement holder.

Banco Santander, as of the moment of the downgrade in its credit rating, undertakes to bring this to the knowledge of the Manager and to take reasonable commercial efforts to ensure that the Manager is able to adopt any of the foregoing options.

Banco Santander expressly and irrevocably waives any offset right against the Fund to which it might otherwise be entitled by virtue of any agreement it maintains with the Fund.

#### **3.4.5 Method for receiving payments in respect of the Assets.**

As collection manager, Santander shall receive, on behalf of the Fund, any such sums of money as may be paid by the Debtors and deriving from the Assets, both for principal and interest, as well as any other concept transferred to the Fund and proceed to immediately deposit all amounts pertaining to the Fund into the Cash or Interest Account, as the case may be and, in any case, within the maximum term of forty-eight (48) hours.

Notwithstanding the foregoing, the procedure described in section 3.4.3.b above will be followed with respect to any quantities that correspond to the Fund and arise from any upward or downward variations in the balance pending repayment of the Credit Lines.

#### **Powers of the owner of the Assets in the event the Debtors or the Administrator breach their obligations.**

The Originator, as Administrator of the Assets, will apply the same diligence and follow the same procedure for claiming unpaid amounts as it applies to other loans in its portfolio and, in particular, institute the appropriate legal proceedings if previous internal attempts at seeking satisfactory payment on behalf of the Fund within the established timeframes prove unsuccessful. The Originator shall, in all cases, resort to legal proceedings if the Manager, as representative of the Fund, and following an analysis of the specific circumstances of the case, deems appropriate.

In addition, the Originator is obliged to inform the Manager each quarter, as representative of the Fund, of defaults and early repayments and of any sporadic demands for payment, official notice served on the debtors, legal action and any other circumstances that may affect the Assets. In addition, the Originator will provide the Manager with all information required by the latter in relation to said Assets and, in particular, the precise documentation required for the Manager to initiate legal action, where applicable.

#### **a) Action against the Debtors of the Assets.**

The Fund, as owner of the Assets, shall have all the legal causes of actions inherent to ownership of the Assets pursuant to applicable law. Said action must be exercised in accordance with applicable court procedure pursuant to the provisions of articles 517 *et seq* of the Spanish Civil Procedure Law (*Ley de Enjuiciamiento Civil*). Since the Credit Lines are documented in a policy executed by a notary, any recovery actions relative to the amounts drawn on the Credit Lines, as well as any Overlimits that may have been generated therein as a result of interest capitalization may be processed by enforcement procedure. To the contrary, all Overlimits of the Credit Lines that are not caused by interest capitalization but are instead caused by additional drawdowns of the Debtors, should be processed by declaratory procedure.

For the above purposes, the Management Company shall, in tandem with the signing of the Deed of Incorporation, execute a power of attorney as broad and sufficient as required by law in favor of the Originator so that the latter, acting through any of its attorneys-in-fact sufficiently empowered for such purpose, may, on behalf of the Manager, demand from the debtors of any of the Assets payment of its debt and initiate court action against the debtors, including all other powers required to discharge its duties as Administrator. These powers may also be granted in a deed other than the Deed of Incorporation or extended if necessary for the performance of said duties.

**b) Action against the Administrator.**

The Manager, acting on behalf of the Fund, will be entitled to pursue summary proceedings against the Administrator to enforce payment at maturity of the Assets as way of principal and interest and any other monies, insofar as breach of the obligation to pay said sums does not result from non-payment by the Debtors of the Assets and is attributable to the Administrator.

The Administrator will not be responsible for action taken while following instructions received from the Manager.

In addition, in the event that the Originator does not meet the obligations described in section 3.7.1 of this Additional Building Block, the Fund, via the Manager, will in any case be able to pursue declarative action against the Originator for its failure to meet said obligations in respect of the Assets. All of the above is in accordance with the procedures stipulated for said process provided for in the Civil Procedure Law.

Similarly, and under the same circumstances, the Manager may request that the Administrator carry out any acts and fulfill any formalities necessary, including notification to third parties and entries in the relevant registers, in order to guarantee that the transfer of the Assets and the accessory guarantees are fully enforceable and effective vis-à-vis third parties and shall ensure that everything required for such purposes is performed.

With the Assets extinguished, the Fund, via the Manager, will retain the right to proceed against the Administrator until the latter has met its obligations.

**c) Actions in case of non-payment of the Mortgage Loans.**

In the event of the foreclosure of a mortgage when the Land Registry contains records in relation to the property encumbered by the mortgage by virtue of which action is taken, of other mortgages that are senior to the one in question but which have been extinguished, the Originator will adopt all measures permitted by law to ensure that the registry details and the legal reality match. In cases where the relevant documentation is available, this process will take place in accordance with the provisions of article 40 and Section IV of the Spanish Mortgage Law (*Ley Hipotecaria*) and, in other cases, in accordance with article 209 of the same Law.

The Fund, as the owner of the Assets derived from the Mortgage Loans, shall be entitled to bring all legal actions arising from ownership of said Assets, as per the legislation in force. Said suit shall be brought through summary enforcement proceedings in accordance with the provisions of articles 517 *et seq.* of the Civil Procedure Law (for enforcement procedures).

In the event of non-payment of principal or interest on a Mortgage Transfer Certificate as a consequence of the non-payment by the Debtor of the Mortgage Loan, the Manager, acting on behalf of the Fund, shall have the following powers and authorities as provided for in article 31 of Royal Decree 716/2009:

- (i) compel the Originator as Administrator to bring mortgage foreclosure proceedings;
- (ii) appear with equal rights alongside the Originator, as the issuer of the Mortgage Transfer Certificates, in the foreclosure proceedings brought by the latter against the debtor, appearing for such purpose at any foreclosure procedure brought by the Originator;

- (iii) if the Originator does not initiate proceedings within sixty (60) calendar days from the formal demand for payment of the debt dispatched through the service of a notary public, the Manager, acting on behalf of the Fund, will also be authorized to seek foreclosure of the mortgage in respect of the Mortgage Loan in the amount corresponding to the percentage of its participation. For such purposes, the Originator will be required to issue a certificate accrediting the existing balance on the Mortgage Loan;
- (iv) in case of a stay in the procedure brought by the Originator, the Fund, duly represented by the Manager, as holder of the relevant Mortgage Transfer Certificate, may subrogate the position of the Originator and see the foreclosure proceedings through to completion, with no need for the above-mentioned time period to transpire.

In the cases described in paragraphs (iii) and (iv) above, the Manager, on behalf of the Fund, may request the competent judge to bring or continue the pertinent mortgage foreclosure proceedings, including with the lawsuit the original Mortgage Transfer Certificate with its breakdown, the formal demand served by notary public stated in section (iii) above, and a registry certificate evidencing the filing and continued existence of the mortgage in the case of the Mortgage Transfer Certificates, along with the document confirming the balance being claimed.

If legally required, and for the purposes of articles 581.2 and 686.2 of the Civil Procedure Law and article 236.c of the Mortgage Regulations, the Administrator, in the Deed of Incorporation, shall grant an irrevocable power of attorney as broad and sufficient as is required by Law, so that the Manager, acting on behalf of the Administrator, may seek payment of its debt, via notary, from the obligors under any of the Mortgage Loans.

The Fund, as holder of the Mortgage Transfer Certificates, may also, through the Manager, appear with equal rights alongside the Administrator in the foreclosure proceedings and, in this regard and pursuant to the terms of articles 691 *et seq.* of the Civil Procedure Law, request adjudication of the mortgaged property in payment of its debt.

The Originator undertakes to attend auctions of real estate or other assets, in the same way as it would in the case of enforcement of mortgage loans not assigned to the Fund, and if applicable, to bid or apply for the granting of the property or asset in favor of the Fund

The Manager, through the Administrator, shall sell the properties awarded as soon as possible in market conditions.

In the event that properties or other assets are awarded to the Fund, the Administrator shall continue to manage and administer the Fund until such properties or assets are fully sold, applying for such purpose the same diligence and following the same procedure as that for the other assets in its portfolio. To such end, the Administrator undertakes to follow the instructions received from the Manager on behalf of the Fund. Section 2.2.7.1.2 of the Additional Building Block contains a detailed description of this foreclosure procedure. Notwithstanding the above general rule, the Manager may, if it deems such a move appropriate, sell the awarded properties or assets itself or through third parties within the shortest timeframe possible and at arm's length conditions, with the Administrator actively lending its assistance with the sale.



The Fund shall meet the corresponding costs and provide the funds required to pursue the enforcement proceedings indicated in this section.

### 3.4.6 Origin and Application of Funds.

- (a) **Origin:** the Liquid Funds calculated at the Calculation Date prior to the Payment Date will be the amounts received by the Fund in the Cash Account or, if this does not exist, in the Interest Account as principal, returns on the Cash Account, as well as any quantities received by the Fund in the Interest Account as interest and any other concepts from the Assets, the return from the Interest Account, the Reserve Fund and any other amounts the Fund may receive.

Until the Cash Account has been cancelled and therefore for as long as it remains in force, any amounts deposited in the Interest Account will also be considered as Liquid Funds on the Calculation Dates prior to the Payment Dates for calculation purposes, since they will be transferred to the Cash Account on each Payment Date.

- (b) **Application:** the Manager, on behalf of the Fund, shall apply on each Payment Date (insofar as not the Legal Maturity Date, and neither when the Early Settlement of the Fund takes place under the terms of section 4.4.3 (1) of the Registration Document) the Liquid Funds to the following payments and withholdings, in accordance with the Order of Priority of Payments described below:

1. Payment of taxes and ordinary and extraordinary expenses of the Fund, whether or not met by the Manager, and payment of the periodic management fee pertaining to the Manager; in the event that Santander is replaced as Administrator by a new entity that is not part of the consolidated Santander group, payment of an administration fee and in the event that Santander is replaced as Paying Agent by a new entity that is not part of the consolidated Santander group, payment of a paying agency fee.
2. Payment of interest accruing on the Series A Bonds and, where appropriate, payment of the interest on the Liquidity Facility prorated among both.
3. Payment of interest accruing on the Series B Bonds, unless this payment is downgraded to fifth (5<sup>th</sup>) place in the Order of Priority of Payments as described in section 3.4.6 c) of this Additional Building Block.
4. Withholding of the Amount Accrued for Redemption of the Series A and B Bonds.
5. Payment of interest accruing on Series B Bonds when this payment is downgraded from third (3<sup>rd</sup>) place in the Order of Priority of Payments in accordance with the terms of the section c) below.
6. Withholding of the amount required to maintain the Reserve Fund at the Required Level from time to time, as described in section 3.4.2.2 of this Additional Building Block
7. Payment of the Ordinary Part of the interest accruing on the Series C Bonds.
8. Withholding of an amount equal to the Amount Accrued for Redemption of Series C.
9. Payment of interest accruing on the Subordinated Loan.
10. Repayment of principal under the Subordinated Loan.
11. Payment of the administration fee provided the replacement does not occur.

12. Payment of the Extraordinary Part of the interest on the Series C Bonds (with this being a variable amount equal to the excess liquidity after paying the concepts stated in numbers 1 to 11 of this Order of Priority of Payments).

**The expenses reflected in first place in the above Order of Priority of Payments are broken down into the following:**

The following are deemed ordinary expenses:

- expenses incurred from the annual audits of the Fund's financial statements;
- expenses derived from maintaining the ratings of the three (3) Bond Series;
- expenses that could arise from the compulsory verifications, registrations and administrative authorizations;
- expenses relating to redemption of the Bonds;
- expenses related to any notices which, in accordance with the provisions of this Prospectus, must be given to the holders of the outstanding Bonds;
- expenses relating to the accounting and books of the Bonds due to their representation in book-entry form, their admission to trading on the AIAF market and the associated maintenance of this;
- fee of the Manager or the manager that may replace it;
- in general, any other expenses borne by the Manager, and arising out of its duties to represent and manage the Fund.

The following are deemed extraordinary expenses:

- any expenses incurred from presenting and formalizing amendments to the Deed of Incorporation and the agreements, as well as from entering into additional agreements;
- expenses required to execute the Loans and the Credit Lines underlying the Assets;
- the corresponding reserve in order to pay the final termination and settlement costs, whether administrative or relating to taxes or publicity;
- in general, any other extraordinary expenses met by the Fund or the Manager acting on behalf of the Fund.

**(c) Exceptional rules on priority of payments to be met by the Fund:**

In the event Santander is replaced as Administrator of the Loans by another entity that does not belong to Santander's consolidated group, a fee shall accrue in favor of the new third-party administrator, such fee to move from 11<sup>th</sup> to 1<sup>st</sup> place in the Order of Priority of Payments established under section 3.4.6 (b) above.

Payment of interest on the Series B Bonds with respect to the Amount Accrued for Redemption will be moved down to fifth (5<sup>th</sup>) position in the Order of Priority of Payments when, on the Calculation Date preceding the relevant Payment Date, the accumulated Outstanding Balance of the Non-Performing Assets, excluding the amounts recovered, from the incorporation of the Fund, exceeds five per cent (5%) of the Outstanding Balance of the Assets at the Incorporation Date and provided the Series A Bonds have not been redeemed in full and this is not going to occur on the corresponding Payment Date.

In the event that the Fund, on a Payment Date, is unable to meet total or partial payment of the interests accruing on the Bonds of any of the Series, in accordance with the Order of Priority of Payments established in section 3.4.6 b) above, the amounts not effectively paid to the Bondholders will be added to the interest payable on the same Series at the following Payment Date, and will be paid on the following Payment Date when, according to the Order of Priority of Payments, the Fund has sufficient Liquid Funds for such purpose, and in order of interest maturity if it was not possible to pay all the interest due to insufficient Liquid Funds. With regard only to Series A Bonds, the unpaid outstanding amounts of interest shall accrue additional or default interest at the 3-month EURIBOR rate plus two hundred basis points (2.00%) and will not be added to the Outstanding Principal Balance of the Bonds, payable according to the Order of Priority of Payments and applied in order of maturity.

**(d) Order of Priority of Payments for Settlement:**

The Manager will proceed to liquidate the Fund when such settlement takes place at the Legal Maturity Date or on any Payment Date when Early Settlement of the Fund is to take place, pursuant to section 4.4.3 (3) of the Registration Document, by applying the Liquid Funds for Settlement in the following Order of Priority of Payments for Settlement:

1. Payment of the taxes and ordinary and extraordinary expenses of the Fund, whether or not met by the Manager, and payment of the periodic management fee pertaining to the Manager; in the event that Santander is replaced as Administrator by a new entity that does not belong to the consolidated Santander group, payment of an administration fee and, in the event Santander is replaced as Paying Agent, payment of the fee set by the Manager in favor of the replacement agent.
2. Payment of interest accruing on the Series A Bonds and, where appropriate, payment of interest on the Liquidity Facility prorated among both.
3. Repayment of principal on the Series A Bonds and, where appropriate, repayment of the Liquidity Facility by its balance drawn, prorated among both.
4. Payment of interest accruing on the Series B Bonds.
5. Repayment of principal on the Series B Bonds.
6. Payment of the Ordinary Part of the interest accruing on the Series C Bonds.
7. Payment of the Amount Accrued for Redemption of Series C.
8. Payment of interest accruing on the Subordinated Loan.
9. Repayment of principal on the Subordinated Loan.
10. Payment of the administration fee provided the replacement does not occur.
11. Payment of the Extraordinary Part of the interest accruing on the Series B Bonds (this being a variable amount equal to the excess liquidity after paying the concepts mentioned in numbers 1 through 10 of this Order of Priority of Payments for Settlement).

The following will be Liquid Funds for Settlement:

- a) the Liquid Funds; and
- b) the amounts obtained by the Fund from the sale of the remaining Assets and any other assets in the event of Early Settlement of the Fund pursuant to the requirements established in section 4.4.3 (3) of the Registration Document.

**3.4.7 Details of other agreements affecting interest and principal payments to the Bondholders.**

Not applicable.

**3.5 Name, address and significant business activities of the Originator.**

The Originator of the Assets is Banco Santander, S.A., with registered office in Santander, at Paseo de Pereda 9-12, 39004, and with its operational headquarters located at Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte (Madrid).

The principal financial activities of Santander are those characteristic of any bank, in accordance with the specific nature of such entities and as established by law. In this regard, the following core activities should be highlighted:

- capture of funds (through demand savings passbooks, current accounts, term savings passbooks, mutual funds, pension plans, insured retirement plans, assignment of assets, issuance of securities, unit linked and annuities, among others);
- financing activities, primarily through personal loans, mortgage loans, credit facility accounts, discounting documents, bank guarantees and leasing, factoring and reverse factoring transactions;
- provision of services, such as credit and debit cards, merchant payment systems, collection services, debit order services, transfers, asset management, currency exchange, etc.;
- the consolidated information corresponding to 2013 has been audited and that to 2014 has not been audited, both expressed in millions of euros, has been prepared in accordance with International Financial Reporting Standards applicable to Banco Santander under Regulation EC 1606/2002 and Banco de España Circular 6/2008.

## Basic information

			Variation		2013
	H1'14	H1 '13	Absolute	%	
<b>Balance (millions of euros)</b>					
Total assets	1,188,043	1,239,415	(51,372)	(4.1)	1,134,003
Customer loans (net)	706,899	715,023	(8,124)	(1.1)	684,690
Customer deposits	617,761	644,934	(27,173)	(4.2)	607,836
Managed customer funds	982,494	991,774	(9,280)	(0.9)	946,210
Shareholders' funds	87,035	83,202	3,833	4.6	84,302
Total managed funds	1,342,238	1,371,542	(29,303)	(2.1)	1,269,917
<b>Profit/Loss* (millions of euros)</b>					
Net interest income	14,362	14,544	(182)	(1.3)	28,419
Gross income	20,611	21,570	(958)	(4.4)	41,931
Pre-provision income	10,858	11,414	(556)	(4.9)	21,773
Profit/loss before tax	4,584	3,953	631	16.0	7,637
Profit/loss attributable to the group	2,756	2,255	501	22.2	4,370

(\*) – Variations without exchange rate

Net interests income: +8.2%; Gross income: +4.0%; Pre-provisions income: +4.9%; Profit/Loss attributable: +40.1%

## EPS. Returns and Efficiency (%)

Earnings per share (euro)	0.236	0.214	0.022	10.2	0.403
ROE	6.58	5.60			5.42
ROTE	9.52	8.21			7.87
ROA	0.57	0.46			0.45
RoRWA**	1.23				
Efficiency (with amortization)	47.32	47.08			48.07

## BIS II Ratios and Default(%)

CET1**	10.92				
Delinquency rate	5.45	5.15			5.61
Delinquency coverage	66.7	69.7			64.9

## The Share and Capitalization

Number of shares (millions)	11,778	10,810	968	9.0	11,333
Share price (euro)	7.630	4.902	2.728	55.7	6.506
Market capitalization (million euros)	89,867	52,989	36,878	69.6	73,735
Shareholders' funds per share (euro)	7.40	7.71			7.44
Price / shareholders' funds per share (x)	1.03	0.64			0.87
PER (price / EPS) (x)	16.20	11.46			16.13

## Other information

Number of shareholders	3,279,897	3,292,650	(12,753)	(0.4)	3,299,026
Number of employees	183,648	189,920	(6,272)	(3.3)	186,540
Continental Europe	13,225	14,680	(1,455)	(9.9)	13,927

(\*\*).- Contemplates homogenization of Spanish legislation with European regulations on intangibles

Note:

RORWA\*\* (Net profit / Average risk-weighted assets).

(CET 1)\*\* Minimum requirement of Common Equity Tier 1 of 8% for all entities subject to the overall evaluation.

**3.6 Return on and/or repayment of the securities related to others that are not assets of the issuer.**

Not applicable.

**3.7 Administrator and duties of the Manager as administrator.**

**3.7.1 Administrator.**

The Originator, in accordance with the provisions of article 2.2 of Royal Decree 926/1998 and article 26.3 of Royal Decree 716/2009, must exercise custody and administration of the Assets and the deposit of the Mortgage Transfer Certificates, with relations between the Fund and the Originator as regulated in this Prospectus and the Deed of Incorporation.

The Originator shall accept the mandate received from the Manager and, by virtue of such mandate, agrees as follows:

- (i) to administer and manage the Assets acquired by the Fund in accordance with the system and the standard administration and management procedures established herein;
- (ii) to continue administering the Assets, dedicating the same time and attention and the same level of expertise, care and diligence in the administration thereof as that it would devote and exercise in administering its own loans and, in any case, the Originator shall exercise an adequate level of expertise, care and diligence in providing the services envisaged in this Additional Building Block;
- (iii) to ensure that the procedures it applies now and in the future for administering and managing the Assets are and will continue to be in accordance with applicable laws and rules in force;
- (iv) to obey the instructions given to it by the Manager, with due loyalty;
- (v) to indemnify the Fund for and damage or loss that may derive from breach of the obligations assumed.

The following sections describe the system and the standard procedures for administration and custody of the Assets and for the deposit of the Mortgage Transfer Certificates.

**(1) Duration.**

The services shall be rendered by the Originator until, once all of the Assets have been redeemed, all of the obligations assumed by the Originator in relation to said Assets have been discharged, this without prejudice to the possible early revocation of its mandate.

In the event of the Administrator being declared insolvent, intervention by the Banco de España, failure by the Administrator to meet its obligations as per this Additional Building Block, or a change in the financial position of the Administrator that entails an impairment or risk on the financial structure of the Fund or on the rights and interests of the Bondholders, the Manager shall, once it has informed the CNMV, carry out one or more of the following actions, among others within a maximum deadline of thirty (30) days and in accordance with the actions provided for in section 3.4.4.3 above, so as to ensure that the rating given to the Bonds by the Rating Agencies is not compromised:

- (i) require the Administrator to subcontract or delegate to another entity the performance of said obligations, such other entity having, in the judgment of the Manager, sufficient legal capacity and resources, and provided that this does not adversely impact the rating of the Bonds;
- (ii) guarantee through a third entity of a sufficient rating and credit quality all or part of the obligations of the Administrator; or
- (iii) revoke the appointment of the Administrator; in this case, the Manager should first appoint a new Administrator of sufficient credit quality prepared to accept the obligations contained in this Additional Building Block. Any additional expenditure or cost derived from such actions will be met by the Administrator and, under no circumstances, by the Fund or the Manager.

If the Administrator is declared insolvent, (iii) will be the only possible course of action.

The Manager shall evaluate the proposals that it receives from the Administrator in relation to the subcontracting, delegation or appointment of the substitute in the performance of its obligations, as well as on the entity that could secure performance of its obligations. In any case, none of those proposals shall be binding on the Manager, which shall be free to reject them if it deems fit.

The Administrator, in turn, may voluntarily resign from carrying the administration and management of the Assets, if possible in accordance with current law in force from time to time, and provided that (i) this is authorized by the Manager; (ii) the Manager has already appointed a new Administrator; and (iii) the Administrator has already indemnified the Fund for any damage and loss caused thereto by the resignation and substitution. In addition, the Administrator shall meet all additional costs and may not, therefore, claim these from the Fund, and (iv) no adverse impact on the rating of the Bonds takes place. Said change of Administrator must first be communicated to the CNMV.

**(2) Liability of the Originator in keeping custody of and administering the Assets and depositing the Mortgage Transfer Certificates.**

The Originator agrees to keep custody of and administer the Assets and deposit the Mortgage Transfer Certificates with all due diligence, and shall be liable to the Fund, through its Manager, for any damage or loss that may arise from its negligence.

The Originator shall indemnify the Fund, through its Manager, for any damage, loss or expense incurred as a consequence of it breaching its obligations relating to custody and/or administration of the Assets and deposit of the Mortgage Transfer Certificates.

**(3) Liability of the Originator in collection management.**

The Originator agrees to manage collections on the Assets with all due diligence, and shall be liable to the Fund, through its Manager, for any damage or loss that may derive from its negligence.

The Originator assumes no liability whatsoever in directly or indirectly guaranteeing the successful completion of the transaction, nor will it grant guarantees or bank guarantees, or subject itself to repurchase agreements in respect of the Assets, with the exception of the provisions governing the replacement of credit rights set forth in section 2.2.9 of this Additional Building Block, paragraph (i) of section 3.3.2 of

this Additional Building Block and the terms of section 3.7.1(8) of this Additional Building Block.

**(4) Custody of contracts, deeds, documents and files.**

The Administrator shall maintain all deeds, notarized agreements, documents and database records related to the Assets under safe custody and shall not abandon the possession, custody or control thereof without the prior written consent of the Manager, unless a document is requested from the Administrator for the purpose of foreclosing or enforcing an Asset.

The Administrator shall reasonably provide access, at all times, to said deeds, notarized agreements, documents and records to the Manager or to the Fund's auditor, duly authorized by the latter. Furthermore, and if so requested, the Manager shall furnish, within five (5) Business Days following the corresponding request, free of charge, a copy or photocopy of any of such contracts, deeds and documents. The Administrator shall respond in kind in the case of requests received for information from the Fund's auditor.

The Administrator invariably waives the privileges granted to it by law in its capacity as collection manager of the Fund and custodian of the credit rights and, in particular, those provided by articles 1,730 and 1,780 of the Spanish Civil Code (relating to retention under pledge of property placed on deposit) and 276 of the Spanish Commercial Code (similar guarantee to retention under pledge of property placed on deposit).

**(5) Collection management.**

As collection manager, the Originator shall receive, on behalf of the Fund, any such amounts as may be paid by the Debtors and deriving from the Assets, and shall deposit into the Cash Account or Interest Account, as the case may be and depending upon whether it is principal or interest, any amounts pertaining to the Fund immediately and, in any case, within the maximum term of forty-eight (48) hours.

Notwithstanding the foregoing, the procedure described in section 3.4.3.b above will be followed with respect to the quantities that correspond to the Fund and arise from upward or downward variations in the balance pending repayment of the Credit Lines.

Santander shall in no case advance any amount it has not previously received from the Debtors as principal or outstanding installment, interest, prepayment, etc. derived from the Assets.

**(6) Reporting.**

The Administrator shall report periodically to the Manager on the degree of compliance by the Debtors with the obligations deriving from the Assets, on compliance by the Administrator with its obligation to deposit the amounts received as deriving from the Assets, on the actions carried out in the event of default and sale by auction of any collateral, and on the existence of any hidden defects in the Assets.

The Administrator shall prepare and submit to the Manager such additional information as, in relation to the Loans and Credit Lines or the rights deriving therefrom, may be reasonably requested by the Manager.



The Originator will provide the Rating Agencies with an update of the same information previously delivered, thus allowing the latter to issue the provisional qualifications of the Bonds. The Originator shall make every effort to provide the Rating Agencies with any additional information deemed necessary.

**(7) Subrogation of the Debtors.**

The Administrator shall be authorized to allow substitutions in the position of Debtor under the Loans and the Credit Lines, but limited to cases in which the characteristics of the new Debtor are similar to those of the former one, and provided the new Debtor meets the criteria for granting loans and credit described in section 2.2.7 of this Additional Building Block, and that the expenses deriving from this modification are paid in full by the Debtors. The Manager may totally restrict this power of the Administrator when such substitutions could adversely affect the ratings awarded to the Bonds by the Rating Agencies.

In any case, the Administrator shall report any such subrogation made in accordance with the provisions of the above paragraph to the Manager immediately.

In relation to the Mortgage Loans, the Debtor may request subrogation from the Administrator in accordance with the provisions of Law 2/1994. The subrogation of a new creditor in the Mortgage Loan and the consequent payment of the amount owed will result in the early repayment of the Mortgage Loan and of the relevant Mortgage Transfer Certificate.

**(8) Powers and actions in relation to the renegotiation of the Loans and the Credit Lines.**

The Originator has adhered to the Code of Good Practice as laid down in Royal Decree-Law 6/2012, of March 9, on urgent measures for the protection of non-recourse debtors (the "**Royal Decree-Law 6/2012**"). By virtue of the provisions of Article 5(3) of Royal Decree-Law 6/2012 of July 12, 2012 the Official State Gazette published the resolution of 10 July 2012, of the Ministry of Economy and Enterprise Promotion, listing the entities that confirmed their voluntary adherence to the Code of Good Practice for the viable restructuring of debts with mortgage guarantee on main homes, among whom the Originator is listed.

Additionally, Law 1/2013 of May 14 on measures to strengthen the protection to mortgage borrowers, restructuring debt and social rental (the "**Law 1/2013**"), has amended Royal Decree-Law 6/2012, and foresees in its Transitional Provision Eight that entities must communicate their adherence to the amendments made to the Code of Good Practice by the aforementioned Law 1/2013. In this regard, July 12, 2013, the Official State Gazette published the resolution of July 5, 2013, of the Ministry of Economy and Enterprise Promotion, pursuant to which the Originator has adhered to the Code of Good Practice in the version provided for in Law 1/2013.

The Manager, given the economic capacity of the debtors located in the exclusion threshold, authorizes the Originator, as Administrator, so that it applies the measures provided for in the Code of Good Practice to the Mortgage Loans that are in the scope of the aforementioned Code of Good Practice, provided that the requirements set out in Royal Decree-Law 6/2012 are complied with

The Manager authorizes the Administrator on a general basis to carry out renegotiations without its prior consent in accordance with the terms and conditions described below.

The Administrator may not voluntarily cancel the collateral securing the Loans and the Credit Lines for reasons other than the payment thereof, nor otherwise waive or accept settlements in respect of the Loans, abandon a claim on the Assets in whole or in part or extend them, nor in general carry out any act that would lower the ranking, legal effectiveness or economic value of the collateral or of the Assets, without prejudice to its duty to service requests from the Debtors with the same diligence and procedure as if dealing with other loans.

Notwithstanding the above, the Administrator will be able to accept settlements on the Mortgage Loans by accepting, on behalf of the Fund, dations in payment for properties that constitute the collateral for the Mortgage Loans, in clear cases of insolvency or impediment of the debtor's financial capacity, all in the same terms as the Administrator acts in relation to its own loans and provided no instructions to the contrary are received from the Manager. In this case, the proceeds from the dation will correspond in full to the Fund until the Mortgage Loan in question has been repaid in full.

Under no circumstances may the Administrator start, on its own initiative, and without a request from the Debtors, interest rate renegotiations that may lead to a decrease in the applicable interest rate or amendments to the Final Maturity Date of a Loan or Credit Line that could result in the extension of the same.

The Manager authorizes the Administrator to proceed with renegotiation of the interest rate applicable to the Loans and Credit Lines insofar as this is requested by the Debtors, subject to the following requirements:

The Originator shall ensure, when the interest rate is being renegotiated, that the new conditions reflect market interest rates and are no different to the rates the Administrator was applying when renegotiating or awarding its loans or credit lines at floating or fixed interest rates.

This notwithstanding, the Administrator may only novate the Loans or Credit Lines in the following cases:

- If, following the novation process of the applicable interest rate of the loan or credit line referenced to a EURIBOR rate, the spread is equal to or more than the weighted average spread of the Bonds as of the novation date and, at the same time, the weighted average spread of the Loans and Credit Lines subject to floating rates exceeds 2.00%.
- To novate a floating rate to a fixed rate Loan or Credit Line, the weighted average rate of such Loans and Credit Lines will be calculated on the Disbursement Date by applying the difference between this and the weighted average rate of the Bonds. The interest rate resulting from the novation less the weighted average rate of the Bonds at the novation date may not be less than 80% of the aforementioned difference calculated on the Disbursement Date. The maximum Outstanding Balance that may be novated in this particular case over the life of the Fund may not exceed 5% of the Outstanding Balance on the Loans and Credit Lines at the Fund Incorporation Date.

Likewise, the power to renegotiate recognized to the Administrator in this section is subject to the following restrictions:

- a) under no circumstances may the amount of the Loan or Credit Line be increased (except with regard to Overlimits).

- b) the frequency of installment payments may not be amended (except in the event of an extension to the maturity date, subject to the provisions of section (c) below);
- c) the maturity term of an Asset derived from a specific Loan or Credit Line (including those with repayment of principal in a single payment on maturity) may be extended provided that the following requisites are met:
  - the amount of the sum of capital or principal assigned to the Fund from the Loans and Credit Lines whose maturity has been extended may not be more than 10% of the initial Outstanding Balance of the Assets on the Incorporation Date;
  - the frequency of interest payments and repayment of principal on the Loan or Credit Line in question must be maintained or increased (i.e. Payment Dates occur more frequently), and the same system of redemption maintained;
  - the new final maturity date or final repayment of the Loan or Credit Line may be no later than the maturity date falling on or prior to July 31, 2054.

In any case, after any renegotiation has taken place in accordance with the provisions of this section, the Administrator shall immediately notify the Manager of the conditions resulting from each renegotiation. Said communication will be issued using the software or computer file provided to update the conditions of the Loans and Credit Lines. Inform about such renegotiations shall be provided to the Rating Agencies upon request.

The Manager, on behalf of the Fund, may, in exceptional circumstances, suspend or modify the renegotiation authorization and requirements granted to the Administrator under this section.

If the Administrator fails to comply with the provisions of this section governing renegotiation of any of the Loans and Credit Lines, the procedure of substitution established in section 2.2.9 of this Additional Building Block of the Securities Note will apply to the asset in question. The Administrator undertakes to compensate the Fund for any damages, loss or expenditure incurred by the same due to the failure of the Administrator to meet the obligations described in this section.

Notwithstanding the foregoing, the fourth additional provision of the Law 22/2003, of July 9, on Bankruptcy is amended. The judge may order the court approval of the refinancing agreement which may have the following effects on the Loans in accordance with the financial liability majority interest approving the refinancing: i) postponement, whether of principal, interest or any other amount owed, for a term of five years or more, but in no case more than ten; (ii) reductions of the amount owed, (iii) conversion of the debt into shares of the debtor company; (iv) conversion of the debt into equity loans for a term of five years or more, but in no case exceeding ten; or (v) the assignment of the creditors' assets or rights towards payment of all or part of the debt.

**(9) Fee for provision of services.**

As consideration for the custody, administration and management of the Assets and deposit of the physical Mortgage Transfer Certificates, the Administrator will be entitled to receive, in arrears for periods effectively ended and on each Payment Date, a fixed administration fee of SIX THOUSAND EUROS (€6,000) per quarter, including VAT.

If the Originator is replaced in its administration of said Assets by another entity not belonging to the consolidated group of the Originator, the replacement entity will be entitled to receive an administration fee that will rank first (1<sup>st</sup>) in the Order of Priority of Payments or, where applicable, in the Order of Priority of Payments for Settlement described in sections 3.4.6 (b) and 3.4.6 (d) of the Additional Building Block, respectively (in both cases, the fee is considered an ordinary expense of the Fund).

If the Fund, through its Manager, does not pay on a Payment Date the entire fee because it lacks sufficient liquidity in the Cash Account or Interest Account, as the case may be, in accordance with the Order of Priority of Payments, the amounts not effectively paid shall accumulate, without prejudice to the fee that must be paid on the next Payment Date, and will be paid on this following Payment Date.

On the other hand, the Originator, on each Payment Date, may claim reimbursement of any exceptional expenses incurred in relation to the administration of the Assets, subject to justification thereof to the Manager. Said expenses will include, among others, those incurred from enforcing the guarantees and, where applicable, selling the properties, and shall be paid insofar as the Fund has sufficient liquidity in the Cash Account or the Interest Account, as the case may be, and will rank first (1<sup>st</sup>) in accordance with the Order of Priority of Payments or, where applicable, the Order of Priority of Payments for Settlement as described in sections 3.4.6 (b) and 3.4.6 (d) of the Additional Building Block, respectively.

**(10) Subcontracting**

The Administrator may subcontract any of the services that it has undertaken to provide by virtue of the above, save for those that are non-delegable in accordance with applicable law. Under no circumstances may this subcontracting entail any additional cost or expense for the Fund or the Manager and may not give rise to a decrease in the rating granted by the Rating Agencies. Notwithstanding any subcontracting or delegation, the Administrator shall not be exonerated or released, by virtue of said subcontracting or delegation, from any of the liabilities assumed or legally attributed to or required of it.

**(11) Notifications**

As set forth in section 3.3.2.(ix), the transfer of the Assets shall be notified to the respective Debtors in the cases referred to therein, and when the Manager deems necessary or appropriate. If such notification is necessary it shall be performed according to and have the consequences provided for in that section.

**(12) Rating downgrade**

If the DBRS rating for the Administrator is lowered to less than BBB (low) for long-term, or is otherwise withdrawn, the Manager must, within the maximum term of 30 calendar days, carry out any of the following actions: (i) seek an entity with sufficient rating to replace it in its duties as Administrator; (ii) seek a back-up

administrator; or (iii) post a cash deposit in favor of the Fund for an amount that meets DBRS criteria.

**(13) Management of the assets deriving from enforcement of the Loan collateral**

The Originator undertakes to administer and manage the assets awarded to the Fund due to enforcement of the collateral on the Loans until such time as all of the awarded assets are sold. In managing the assets, the Originator shall apply the same diligence as that applied in managing the other assets in its portfolio. In any event, the Originator undertakes to deal with any incident arising from the assignment of the property to the Fund, by correcting errors, material or procedural, and filing any appeals or claims, of a legal, administrative or registration nature in any proceedings that may be initiated.

For such purposes, the Originator shall observe the instructions, if applicable, given by the Manager. If such instructions are not given, the Originator shall act on its own initiative without the need to receive such instructions from the Manager, as though the loans were its own. In any event the Originator undertakes to report periodically to the Manager on the situation and state of such assets.

Likewise, the Originator shall compensate the Fund for any damage or loss suffered by the latter should the Originator breach its obligations.

Likewise, the Originator, as the Manager of the Assets, undertakes to keep them in good state of repair and to meet any payments associated with the management thereof (service charges, municipal taxes and rates, etc.), and to act with all due diligence during the foreclosure proceedings and subsequent sale.

**3.7.2 Manager**

The administration and legal representation of the Fund is vested in the Manager, whose name, address and significant business activities are detailed under section 5.2 of the Registration Document in the terms provided by Royal Decree 926/1998, and other applicable regulations.

The Manager, as manager of third-party businesses, is also responsible for representing and defending the interests of the Bondholders and of the remaining ordinary creditors of the Fund. Accordingly, the Manager shall at all times protect the interests of the Bondholders, conditioning its actions to the defense thereof and adhering to applicable law and regulations for such purpose.

The actions to be performed by the Manager in furtherance of its duties of administration and legal representation of the Fund are, purely as a matter of illustration and without prejudice to other actions envisaged under this Additional Building Block, as follows:

- (i) open, in the name of the Fund, the Cash Account and Interest Account with the Originator and ensure that the funds received and collected are deposited in said accounts, under the terms provided for in this Prospectus;
- (ii) exercise the rights attaching to ownership of the Assets of the Fund and, in general, carry out any such acts of administration and disposal as deemed necessary for the proper performance of the administration and legal representation of the Fund;
- (iii) carry the financial servicing of the Assets with diligence and rigor, without prejudice to the management duties assumed by the Originator in its capacity as Administrator in accordance with the provisions of section 3.7.1 above;
- (iv) where applicable, replace the Administrator in accordance with the provisions of section 3.7.1.(1) above;

- (v) verify that the amount of income effectively received by the Fund corresponds to the amounts to be received by the Fund in accordance with the conditions of each Loan and Credit Line and the terms and conditions of the various contracts;
- (vi) validate and control the information it receives from the Administrator regarding the Loans, Credit Lines and Assets;
- (vii) calculate the liquid funds and fund movements it must make once the application of the funds has been carried out in accordance with the relevant order of priority of payments, for such purpose ordering transfers of funds between the various asset and liability accounts and the applicable payment instructions, including those assigned to meet the financial servicing of the Issue;
- (viii) calculate and settle the amounts which, for interest and fees, must be received and paid by the various asset and liability financial accounts, as well as the fees to be paid for the various financial services arranged and the amounts pertaining to the issued Bonds due to repayment;
- (ix) comply with its calculation obligations envisaged in this Additional Building Block and those undertaken by virtue of the agreements envisaged in the Deed of Incorporation;
- (x) monitor the actions of the Administrator in recovering payments in default, giving instructions, when applicable, in order to bring the relevant enforcement procedure and, where appropriate, on the stance to adopt at property auctions; act accordingly when required by prevailing circumstances;
- (xi) carry the accounting of the Fund with due separation from the accounting of the Manager, and render accounts and comply with the tax or other legal obligations applicable to the Fund;
- (xii) furnish the holders of the Bonds issued by the Fund, the CNMV and the Rating Agencies with any information and notifications provided for in current laws and, in particular, in respect of the latter two entities, those contemplated in section 4 of the Additional Building Block of this Prospectus;
- (xiii) so as to ensure that the Fund operates in accordance with the terms set forth herein and by law in force from time to time, the Manager shall enter into, extend or amend agreements it has executed on behalf of the Fund, substitute each of the providers of services to the Fund by virtue of such agreements, and also, if necessary, enter into additional agreements, all the foregoing subject to applicable law, after obtaining the prior authorization, if required, from the CNMV or competent administrative body, and after notifying the Rating Agencies, and provided that such actions do not lead to a decrease in the rating of the Series and do not impair the interests of the Bondholders;
- (xiv) appoint and replace, as the case may be, the financial auditor charged with auditing the annual financial statements of the Fund;
- (xv) prepare and submit to the CNMV and the competent bodies, all documents and information that must be submitted pursuant to applicable law and the terms of this Prospectus, or when such documents and information are requested of it, and likewise to prepare and submit to the Rating Agencies any information they may reasonably request;
- (xvi) adopt the appropriate decisions in relation to the settlement of the Fund, in accordance with the provisions of this Prospectus;

- (xvii) refrain from any actions that could lower the rating on the Bonds and adopt any measures reasonably within its reach to help ensure that such rating is not adversely affected at any time;
- (xviii) establish systems or procedures for analyzing the historic returns on the Assets acquired from the Originator and that allow it to analyze and control the composition and yield of said Assets;
- (xix) maintain systems for monitoring the Bonds issued by the Fund;
- (xx) manage the Fund in such a manner that the net asset value thereof is always zero;
- (xxi) pay the ordinary and extraordinary costs incurred by the Manager on behalf of the Fund.

The Manager shall discharge its duties with the diligence required of it under the terms of Royal Decree 926/1998, representing the Fund and defending the interests of the Bondholders and of the remaining creditors of the Fund as if dealing with its own interests, ensuring due levels of diligence, reporting and defense in relation to the interests of the Bondholders, avoiding situations that could entail conflicts of interest, giving priority to the interests of the Bondholders and of the remaining creditors of the Fund ahead of its own interests. The Manager will be liable to the Bondholders and remaining creditors of the Fund for all damages caused thereto from breach of its obligations. Furthermore, it will be liable as regards sanctions applicable thereto pursuant to the provisions of Law 19/1992.

The Manager possesses the necessary resources, including suitable information systems, to discharge its duties of administering the Fund as attributed thereto by Royal Decree 926/1998.

The Manager has established Internal Rules of Conduct in application of the provisions of Chapter II of Royal Decree 217/2008 of February 15, on the legal structure of investment services companies and other entities that provide investment services, and which amends in part the Regulations of Law 35/2003 of November 4, on collective investment schemes, as approved by Royal Decree 1309/2005 of November 4. Its Internal Rules of Conduct were duly reported to the CNMV.

### **3.7.3 Replacement of the Manager.**

The Manager shall be replaced in the administration and representation of the Fund in accordance with the provisions established by applicable law. Thus, in accordance with the provisions of articles 18 and 19 of Royal Decree 926/1998, the replacement of the Manager shall be carried out through the following procedure:

- (i) the Manager may stand down when it deems this pertinent and voluntarily request its replacement by letter addressed to the CNMV, containing the appointment of the replacement manager. Included with such letter shall be that of the new manager, duly authorized and registered as such in the special registries of the CNMV, in which the latter declares it is willing to accept such duties and wishes to seek the pertinent authorization. The resignation of the Manager and appointment of a new company as manager of the Fund must be approved by the CNMV. Under no circumstances may the Manager waive performance of its duties until completion and satisfaction of all the requirements and formalities for its replacement to be able to fully assume its duties in relation to the Fund, nor may the Manager waive its duties if due to the aforesaid replacement the rating awarded to any of the Series should decrease. All expenses generated as a consequence of such replacement shall be paid by the Manager itself, and may not be attributed, in any case, to the Fund;

- (ii) in the event that the Manager falls within any of the causes for dissolution envisaged under articles 360 *et. seq.* of the Spanish Capital Enterprise Act (*Ley de Sociedades de Capital*), the Manager will be replaced. The Manager shall immediately notify the CNMV of the occurrence of any of such causes. In this case, the Manager must comply with the provisions of section (i) above prior to its dissolution;
- (iii) in the event that the Manager is declared insolvent, or has its authorization revoked, a replacement manager must be appointed. The replacement must be made effective within the four (4) months running from the date on which the event determining the replacement took place. If four (4) months elapse from the determining event without the Manager having appointed a new manager, the Early Settlement of the Fund and the redemption of the Bonds shall proceed, whereupon the procedure envisaged under section 4.4.3 of the Registration Document will be followed;
- (iv) the replacement of the Manager and appointment of the new company, approved by the CNMV in accordance with the provisions of the above paragraphs, shall be reported to the Rating Agencies and published within fifteen (15) days by legal notice in two nationally-circulated newspapers and in the gazette of the AIAF.

The Manager must execute any such public or private documents deemed necessary in order to proceed with its replacement by another manager in accordance with the procedure explained in the preceding paragraphs of this section.

The replacement manager shall be subrogated in the rights and obligations which, in relation to this Prospectus, are vested in the Manager. Furthermore, the Manager shall deliver to the new manager any documents and accounting and database records relating to the Fund as are in its possession.

**Remuneration payable to the Manager for performance of its duties**

The Manager will be entitled to receive:

- (i) a structuring fee payable on the Disbursement Date on a lump-sum, one-off basis and for the sum of NINETY THOUSAND EUROS (€90,000), including VAT where applicable, as consideration for its work as promoter of the Fund, for designing the financial structure of the operation and for its coordinating role in relation to the Originator, the Rating Agencies and the supervisory authorities;
- (ii) on each Payment Date of the Bonds, a periodic management fee equal to zero point zero two per cent (0.02%) per annum, including VAT where applicable, with a minimum of NINETY THOUSAND EUROS (€90,000) a year, to accrue on the actual days of each Interest Accrual Period, payable quarterly on each Payment Date, and calculated on the sum of the Outstanding Principal Balance on the Bonds of all Series on the Calculation Date relating to the Payment Date in question. The fee accruing from the Incorporation Date of the Fund up to the first Payment Date of the Bonds shall be adjusted in proportion to the days transpiring between both dates, calculated on the face value of the issued Bonds.

The periodic management fee payable on a given Payment Date will be calculated in accordance with the following formula:

$$A = B \times 0.02 \frac{d}{365 \times 100}$$

where:

A = Fee payable on a given Payment Date.



B = Balance of Outstanding Principal on the Bonds, on the Calculation Date pertaining to the Payment Date in question.

d = Number of days transpiring during each Interest Accrual Period.

**3.8 Name and address and brief description of any counterparties in swap, lending, liquidity or accounts operations.**

The Originator is the counterparty of the Fund in the contracts described below.

**a) Guaranteed Rate Reinvestment Agreements.**

The Cash Account and Interest Account will be initially opened with the Originator. A description of the agreements is contained within section 3.4.4.1 (for the Cash Account); 3.4.4.2 (for the Interest Account) and 3.4.3.3 (Joint Drawdowns) of this Additional Building Block.

**b) Subordinated Loan Agreement.**

A description of the agreement is contained in section 3.4.3. of this Additional Building Block.

**c) Liquidity Facility**

A description of the agreement is contained in section 3.4.3.b of this Additional Building Block.

**4. POST-ISSUE REPORTING**

**a) Obligations and deadlines envisaged for the preparation, auditing and approval of the annual financial statements and management report.**

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

**b) Obligations and deadlines envisaged for the making public and forwarding to the CNMV and the Rating Agencies of periodic information on the economic and financial status of the Fund.**

The Manager, as part of its duty to manage and administer the Fund, agrees to furnish, with the utmost diligence possible or within the stipulated timeframes, the information described below, or any other kind of information requested of it, insofar as reasonable.

**b.1. Ordinary periodic notifications.**

The Manager undertakes to effect the following notifications to the CNMV, AIAF and Iberclear within a term between the Rate Setting Time and the Payment Date (unless this falls on a public holiday in Madrid, in which case it will pass to next Business Day):

- i. the resulting nominal interest rates for each Bond Series for the following Interest Accrual Period;
- ii. the resulting interest on the Bonds together with the redemption thereof;
- iii. the Average Prepayment Rates for the Assets as at the Calculation Date corresponding to the Payment date in question;

- iv. the average residual life of the Bonds calculated pursuant to the assumptions regarding said actual prepayment rate;
- v. the Outstanding Principal Balance (after the repayment to be made on the Payment Date in question) of each Bond, and the percentage that such Outstanding Principal Balance represents of the total initial face value of each Bond.
- vi. Amounts not satisfied for payment of overdue principal and/or interests of the Bonds.

In addition, the Manager shall submit semiannually to the CNMV the interim financial information of the Fund, in the terms and formats prescribed by Circular 2/2009, as amended by Circular 6/2014, of October 27, of the Spanish National Securities Market Commission.

The notifications shall be sent as provided by section b.3 below.

## **b.2 Extraordinary notifications.**

The Fund, through its Manager, shall also report to the Bondholders and the Rating Agencies, any material fact that may occur in relation to the Assets, the Bonds, the Fund, and the Manager itself, and that may affect the trading of the Bonds and, in general, any relevant modification to the assets or liabilities of the Fund and any amendment to the Deed of Incorporation. It shall likewise report any eventual decision regarding the Early Redemption of the Bonds for any of the causes provided in the Prospectus. In such case, the certificate executed before notary evidencing the settlement and procedure described in section 4.4.3 of the Registration Document must also be submitted to the CNMV.

Also, prior to the Disbursement Date, the Manager shall inform the CNMV of the interest rate applicable for the First Accrual Period, by submitting the Deed of Incorporation containing the rate, as provided for in section 3.1 of the Additional Building Block.

This section likewise includes, among others, notifications of changes to the ratings awarded to the Bonds, along with the steps to be taken if the triggers are activated owing to a downgrade in the rating of the counterparty to the financial agreements or owing to any other cause.

## **b.3 Procedure**

Notices to Bondholders which, as per the above, must be given by the Fund, through its Manager, shall be given as follows:

1. the ordinary periodic notices described under section b.1) above: by publication either in the AIAF daily gazette, or any other that may come to replace it in the future or other of similar characteristics, either via publication with the Spanish CNMV as a material event (*hecho relevante*), or via publication in a newspaper with large circulation in Spain;

In particular, the Fund, through the Manager, shall make the routine notifications directly to the EUROPEAN INVESTMENT BANK, by email with acknowledgement of receipt, to the address provided by the EUROPEAN INVESTMENT BANK for this purpose,

2. the extraordinary notices described under section b.2) above, except the interest rate for the First Period of Accrual: by publication with the Spanish CNMV as a material event.

In addition, the above notices may be given by publication in other generally-disseminated media.

These notices shall be deemed to be given on the date they are published, with any day of the calendar, whether or not a Business Day, being suitable for this purpose (for purposes of this Prospectus).

**(c) Reporting to the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores, or CNMV*).**

Information on the Fund will be sent to the CNMV by completing the forms prescribed by CNMV Circular 2 of March 25, 2009, governing accounting standards, annual accounts, public financial statements and confidential statements containing statistical information on securitization funds, as well as any information which, irrespective of the above, may be requested by the CNMV or required by applicable law.

**(d) Reporting to the Rating Agencies.**

The Manager shall send the Rating Agencies periodic information on the situation of the Fund and the performance of the Loans so that the agencies may review the rating assigned to the Bonds, and shall also send them the extraordinary notifications when required. It shall likewise make every effort to furnish such information when requested, insofar as the request is reasonable, and, in all cases, upon any significant change in the status or condition of the Fund, in the contracts signed by the Fund through its Manager, or in the interested parties.

**(e) Information to be furnished by Santander to the Manager.**

In addition, Santander undertakes to inform the Manager, on behalf of the Fund, on a quarterly basis and, in all cases, at the request thereof, of any non-payments, prepayments and modifications of interest rates, and of any sporadic demands for payment, court proceedings, and any other circumstances affecting the Loans and Credit Lines.

Furthermore, Santander shall furnish the Manager with all documentation the latter may request of it in relation to the Loans and Credit Lines and, especially, the documentation required by the Manager to initiate possible legal proceedings.

**MS. MARÍA JOSÉ OLMEDILLA GONZÁLEZ, for and on behalf of SANTANDER DE TITULIZACIÓN, S.G.F.T., acting in her capacity as Non-Director Secretary of the Board of Directors hereby signs this Prospectus in Madrid on November 25, 2014.**

## DEFINITIONS

To ensure that this Prospectus is interpreted as intended, capitalized terms shall be construed in accordance with the definition given to each such term below, unless any other meaning is expressly attributed thereto. Any terms not expressly defined shall be construed in their natural and obvious sense according to the general usage thereof. Furthermore, it is stated for the record that terms in the singular shall include the plural and vice versa, whenever the context so requires.

The capitalized terms listed below shall have the following meanings:

“**Assets**”: means the credit rights arising from the Loans and Quantities Drawn on the Credit Lines granted by Santander and Banesto and to be transferred to the Fund.

“**Non-Performing Assets**”: means the Assets that Santander believes it will not recover or those which, at a given date, have been in default and overdue for a period equal to or greater than twelve (12) months for the case of Loans and six (6) months for the case of Credit Lines.

“**Assets in Default**”: means Assets on which, on a particular date, payments are more than ninety (90) days overdue and are not considered Non-Performing Assets in accordance with the preceding definition.

“**Performing Assets**”: embraces all Assets not classified as Non-Performing Assets.

“**Administrator**”: means Banco Santander, S.A. (unless replaced as administrator of the Loans, in which case it will be the replaced entity).

“**Rating Agencies**”: means Moody’s, Scope and DBRS.

“**Paying Agent**”: means Banco Santander, S.A. (or any other entity that may replace it).

“**AIAF**”: means AIAF, Mercado de Renta Fija (*AIAF Fixed Income Securities Market*).

“**Early Redemption**”: means the redemption of the Bonds on a date preceding the Legal Maturity Date in cases of Early Settlement of the Fund in accordance with the requirements provided for in section 4.4.3 (3) of the Registration Document.

“**Banesto**”: means Banco Español de Crédito, S.A., which was absorbed by Santander on April 30, 2013.

“**Bank**”: means Banco Santander S.A.

“**EIB**”: means European Investment Bank

“**Bonds**”: means the asset- and mortgage-backed securities issued against the Fund.

“**DBRS Rating**”: means the public rating assigned by DBRS or, in the absence thereof, the private rating or internal valuations carried out by DBRS.

“**Moody’s Rating**”: means the public rating assigned by Moody’s or, in the absence thereof, the private rating or internal valuations carried out by Moody’s.

“**Scope Rating**”: means the public rating assigned by Scope or, in the absence thereof, the private rating or internal valuations carried out by Scope.

“**Amount Accrued for Redemption**”: means, at each Payment Date, the difference (if positive) between (i) the total Outstanding Principal Balance of the Series A and B Bonds on the Calculation Date prior to each Payment Date; and (ii) the Outstanding Balance of the Performing Assets on that same date.

“**Amount Accrued for Redemption of Series C**”: means, for each Payment Date, the positive difference existing between the Outstanding Principal Balance of Series C at the Calculation Date

corresponding to each Payment Date and the amount of the Reserve Fund required at such corresponding Payment Date.

**“Quantities Drawn on the Credit Lines”**: means the balances drawn by the Debtors of each Credit Line on a determined date.

**“Preliminary Portfolio”**: means the preliminary portfolio of loans and credit lines, preselected on October 15, 2014 and from which the Assets will be extracted for transfer to the Fund on the Incorporation Date.

**“Originator”**: means Banco Santander, S.A.

**“Mortgage Transfer Certificates”** or **“MTC”**: means the mortgage transfer certificates to be issued by Santander in accordance with section 3.3.1 b) of the Additional Building Block.

**“CET”**: means Central European Time.

**“Circular 6/2012”**: means Bank of Spain Circular September 28, to credit entities, governing rules on public and confidential financial information and standard models for financial statements.

**“Circular 2/2009”**: means CNMV Circular 2/2009, of March 25, on accounting rules, annual accounts, public financial statements and confidential statements containing statistical information on securitization funds.

**“CNMV”**: means Comisión Nacional del Mercado de Valores (*Spanish Securities Market Commission*).

**“Management and Paying Agent Agreement”**: means the management and paying agency agreement to be entered into by (i) the Manager, on behalf of the Fund, and (ii) Santander, as the Lead Manager and Paying Agent of the Fund.

**“Liquidity Facility Agreement”**: means the liquidity facility agreement to be executed by the Manager, in the name and on behalf of the Fund, and the Originator.

**“Subordinated Loan Agreement”**: means the subordinated loan agreement for the sum of SEVEN HUNDRED THOUSAND EUROS (€700,000) to be signed by the Manager, on behalf of the Fund, and Santander, such amount to be used to finance the expenses incurred from incorporating the Fund and issuing the Bonds and, where appropriate, to partially finance the acquisition of the Assets.

**“Guaranteed Rate Reinvestment Agreement (Interest Account)”**: means the guaranteed interest rate reinvestment agreement in respect of the Interest Account, to be entered into by the Manager, acting on behalf of the Fund, and the Originator, whereby the Originator will guarantee variable returns on the amounts deposited by the Fund (through its Manager) into the Interest Account.

**“Guaranteed Rate Reinvestment Agreement (Cash Account)”**: means the guaranteed interest rate reinvestment agreement in respect of the Cash Account, to be entered into by the Manager, acting on behalf of the Fund, and the Originator, whereby the Originator will guarantee variable returns on the amounts deposited by the Fund (through its Manager) into the Cash Account.

**“Subscription Agreement”**: means the Bond subscription agreement between (i) the Manager, for and on behalf of the fund, (ii) Santander, as the partial Subscriber of the Series A and Subscriber of the Series B and Series C Bonds, and (ii) the EIB as the partial Subscriber of the Series A Bonds.

**“Unsecured Credit”**: means any financing operation (mainly loans) without additional guarantees other than those provided by the holder.

**“Interest Account”**: means the account to be opened at the Originator in the name of the Fund by the Manager, whose operation will be governed by the Guaranteed Rate Reinvestment Agreement (Interest Account).

“**Cash Account**”: means the account to be opened at the Originator in the name of the Fund, by the Manager, the operation will be governed by the Guaranteed Rate Reinvestment Agreement (Cash Account).

“**DBRS**”: means DBRS Ratings Limited.

“**Debtors**”: means the small- and medium-sized enterprises (SMEs) and self-employed individuals that meet the terms of Commission Recommendation 2003/361/EC of May 6, 2003, to whom the Originator has granted the Loans and Credit Lines from which the Assets subject to securitization are derived.

“**Business Day**”: means any day except:

- (i) Saturday;
- (ii) Sunday;
- (iii) Holidays as per the TARGET 2 calendar (for the sole purpose of determining the Nominal Interest Rate applicable for each Interest Accrual Period). This includes, apart from the days stated in sections (i) and (ii) above, January 1, Good Friday, Easter Monday, May 1, December 25 and December 26; and
- (iv) Holidays in Madrid (for the purpose of determining the applicable Nominal Interest Rate for each Interest Accrual Period and for the remaining conditions of the issue).

“**Calendar Day**”: means all days of the year, including Sundays and holidays.

“**Registration Document**”: means the registration document included as Annex VII, as approved by the CNMV on November 25, 2014.

“**Lead Manager**”: means Banco Santander, S.A.

“**Subscriber of the Series A Bonds**”: means the European Investment Bank and Banco Santander, S.A.

“**Subscriber of the Series B Bonds**”: means Banco Santander, S.A.

“**Subscriber of the Series C Bonds**”: means Banco Santander, S.A.

“**Subscribing Entities**”: means the European Investment Bank and Banco Santander, S.A.

“**Deed of Incorporation**”: means the Deed of Incorporation of the securitization fund “Fondo de Titulización de Activos PYMES SANTANDER 10”, transfer of Assets and issue of Asset- and Mortgage-Backed Securities.

“**EURIBOR**”: means “*Euro Interbank Borrowing Offered Rate*”.

“**Overlimits**”: means and Overlimits on the Credit Lines produced from the Date of Incorporation on the maximum available balance of each Credit Line with a limit equal to five percent (5%).

“**Risk Factors**”: means the description of the main risk factors associated with the Bond issue, the securities and the assets backing the Bond issue.

“**Incorporation Date**”: means the date on which the Deed of Incorporation is executed, scheduled for November 28, 2014.

“**Disbursement Date**”: means December 4, 2014 until one thirty p.m. (13:30).

“**Final Maturity Date of the Fund**”: means August 20, 2054, the first Payment Date of the Bonds immediately after the final maturity date of the Loans or, if not a Business Day, the Business Day immediately thereafter, except in the event of an extension of the term pursuant to section 3.7.1 (8) of the Additional Building Block.

**“Legal Maturity Date”**: This means August 20, 2057 or, if not a Business Day, the Business Day immediately thereafter, except in the event of an extension of the Final Maturity Date of the Fund.

**“Calculation Dates”**: means the fifth (5<sup>th</sup>) Business Day prior to each Payment Date.

**“Payment Dates”**: means February 20, May 20, August 20 and November 20 of each year or, if any of these dates is not a Business Day, the Business Day immediately thereafter.

**“Prospectus”**: means, collectively, the table of contents, the document describing the risk factors, the Registration Document, the Securities Note, the Additional Building Block and the glossary of definitions.

**“Fund”** or **“Issuer”**: means Fondo de Titulización de Activos, PYMES SANTANDER 10.

**“Reserve Fund”**: means the reserve fund to be endowed by the Manager, acting on behalf of the Fund, in accordance with the provisions of section 3.4.2.2 of the Additional Building Block.

**“Liquid Funds”**: means the amounts received by the Fund as principal, interest or any other monies from the Assets, the returns on the Cash Account and Interest Account, the Reserve Fund and any other amounts received by the Fund, as established in section 3.4.6 a) of the Additional Building Block, such Liquid Funds to be applied at each Payment Date to the payments stipulated in the Order of Priority of Payments provided for in section 3.4.6 b) of the Additional Building Block.

**“Liquid Funds for Redemption”**: means the amount to be earmarked for redemption of the Series A and B Bonds on each Payment Date. The Liquid Funds for Redemption will be calculated in accordance with the provisions of section 4.9.4 of the Securities Note.

**“Liquid Funds for Settlement”**: means

- a) the Liquid Funds; and
- b) the amounts obtained by the Fund from the sale of the remaining Assets and any other assets in the event of Early Settlement of the Fund in accordance with the requirements established in section 4.4.3 (3) of the Registration Document.

**“Iberclear”**: means Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (*securities registration, clearing and settlement management company*).

**“V.A.T.”**: means Value Added Tax.

**“Law 19/1992”**: means Law 19/1992 of July 7, on the system governing real estate investment companies and funds and mortgage securitization funds.

**“Law 2/1981”**: means Law 2/1981 of March 25, on the regulation of the mortgage market (as per its current wording).

**“Law 37/1992”**: means Law 37/1992 of December 28, on Value Added Tax.

**“Law 9/2012”**: means Law 9/2012 of November 14, regarding the restructuring and refinancing of credit institutions.

**“Insolvency Procedures Law”**: means Law 22/2003 of July 9, on insolvency procedures.

**“Civil Procedure Law”**: means Law 1/2000 of January 7, on civil procedure.

**“Mortgage Law”**: means the Spanish Mortgage Law of February 8, 1946 (according to the wording currently in force).

**“Spanish Corporate Enterprise Act”**: means Royal Decree 1/2010 of July 2, which enacted the revised text of the Spanish Corporate Enterprise Act.

**“Securities Market Law”** or **“Law 24/1988”**: means Law 24/1988, of July 28, regulating the securities market, in its current version.

**“Liquidity Facility”:** Means the commercial liquidity facility to which section 3.4.3.b of the Additional Building Block to the Securities Note refers, that the Originator grants through the execution of the liquidity facility agreement, simultaneously upon the execution of the Deed of Incorporation, so that any upward or downward variations to the Credit Lines are simultaneously transferred to the Fund on a daily basis, by means of the corresponding adjustment in the Liquidity Facility.

**“Credit Lines”:** Means the credit lines without specific collateral, with personal third party guarantee (surety) and or real guarantee other than the mortgage granted by Santander to small and medium-sized enterprises (SMEs) and self-employed individuals residing in Spain excluding companies in the Santander Group and syndicated loans, that comply with Commission Recommendation 2003/361/EC, May 6, 2003, for the purpose of financing economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings related to their economic activity or acquiring rural property, urban property, and plots. For this last purpose loans destined to property construction and real estate development are excluded, however, there may be loans intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums. Furthermore, in the case of refinancing, these operations do not arise from restructuring transactions of loans or Credit Lines in default, and correspond only to debt consolidation operations.

**“Early Settlement”:** means the settlement of the Fund before August 20, 2057 and therefore the Early Redemption at a Payment Date of the whole Bond issue in the circumstances and subject to the procedure established in section 4.4.3 of the Registration Document.

**“LTV”:** means the Loan to Value ratio expressed as a percentage between the amount of outstanding principal and the appraisal value of the properties.

**“AIAF Market”:** means the fixed income market of the Spanish Asociación de Intermediarios de Activos Financieros.

**“Additional Building Block”:** means the additional building block to the securities note relating to the Bond issue, as prepared in accordance with Annex VIII of Regulation (EC) no. 809/2004, as approved by the CNMV on November 25, 2014.

**“Rate Setting Time”:** means the second (2<sup>nd</sup>) Business Day as per the TARGET 2 calendar (*Trans-European Automated Real-time Gross Settlement Express Transfer System 2*) preceding each Payment Date, at 11:00 a.m. (Madrid time) on said day. Exceptionally, the Rate Setting Time for the first Interest Accrual Period will coincide with the Incorporation Date.

**“Moody’s”:** Means Moody’s Investors Service España, S.A.

**“Required Level of the Reserve Fund”:** means the amount that the Reserve Fund must have at each Payment Date, pursuant to section 3.4.2.2 of the Additional Building Block.

**“International Financial Reporting Standards”:** means the International Financial Reporting Standards applicable to the information provided by Santander in accordance with Regulation (EC) 1606/2002 and Circular 4/2004 of the Bank of Spain.

**“Securities Note”:** Means the securities note relating to the Bond issue, as prepared in accordance with Annex XIII of Regulation (EC) 809/2004, as approved by the CNMV on May 14, 2014 and which forms part of this Prospectus.

**“Order 3537/2005 of the Spanish Ministry of the Economy and Finance”:** means Order 3537/2005 of the Spanish Ministry for the Economy and Finance, of November 10, implementing article 27.4 of the Spanish Securities Market Law 24/1998, of July 28.

**“Restructured Operations”:** according to the definition in Bank of Spain in Circular No. 6/2012, an operation is considered a restructured operation when for economic or legal reasons relating to



current or foreseeable financial difficulties of the holder (or holders), their financial conditions are modified to facilitate payment of the debt (principal and interest) because the holder is not capable, or is not expected to be capable of complying with the conditions in a timely manner, even when such changes were provided for under the contract. In any case, operations shall be considered restructured when a rebate is granted or assets are received to reduce the debt, or when the conditions are modified to extend their maturity, vary the repayment schedule in order to reduced the amount of the instalments in the short term or to reduce their frequency or a grace period for principal, interest or both is established or extended, except when can be shown that the conditions have been modified for reasons other than the financial difficulties of the holders and, at the time of modification, are analogous to the market conditions of operations conducted with customers with a similar risk profile. The Assets granted or that have been granted for restructuring purposes are Loans from Santander and Banesto to their customers for restructuring their debts with the bank, with all the customers being current in payment at the time of the debt consolidation.

**“Ordinary Part”**: means the Nominal Interest Rate applicable to the Series C Bonds for each Interest Accrual Period (equal to the result of: (i) the Benchmark Interest Rate, common to all Bond Series, plus (ii) a margin of zero point sixty-five per cent (0.65%), calculated in accordance with the provisions of section 4.8 of the Securities Note.

**“Extraordinary Part”**: means, on each Payment Date on which the Fund has sufficient liquidity for this, the extraordinary interest accruing on the Series C Bonds, this being a variable amount equal to the excess liquidity of the Liquid Funds after paying those concepts with a higher ranking on the Order of Priority of Payments, or, where applicable, on the Order of Priority of Payments for Settlement.

**“Calculation Periods”**: means the period spanning two consecutive Calculation Dates, excluding the initial Calculation Date and including the final Calculation Date. The first Calculation Period will have a duration equivalent to the time between the Incorporation Date and the Calculation Date prior to the first Payment Date.

**“Interest Accrual Periods”**: means each of the periods into which the Bond issue is divided, comprising the days effectively elapsed between each Payment Date, including in each Interest Accrual Period the initial Payment Date of the corresponding period and excluding the final Payment Date of the corresponding period. The first Interest Accrual Period will have a duration of less than three months, equivalent to the time between the Disbursement Date December 4, 2014) and the First Payment Date (February 20, 2014).

**“Subscription Period”**: means November 28, 2014 from the issue of the Bonds until midday (12:00), the date on which the Bond issue will be wholly subscribed by the Subscribing Entities.

**“Concession Policy”**: means the policy of the Originator on the concession of loans and credit as stated in section 2.2.7 of the Additional Building Block, which will be included in the Deed of Incorporation.

**“Subordinated Loan”**: means the subordinated loan agreement for SEVEN HUNDRED THOUSAND EUROS (€700,000) to be entered into between the Manager, on behalf of the Fund, and Banco Santander, and which will be used to finance the costs of incorporating the Fund and issuing the Bonds, and to part-finance the acquisition of the Assets.

**“Loans”**: means the Mortgage Loans and Non-Mortgage Loans collectively.

**“Unsecured Loan”**: means any financing operation (mainly loans) without additional guarantees other than those provided by the holder.

**“Mortgage Loans”**: means loans secured with mortgage charge granted by Santander and Banesto to small- and medium-sized enterprises (PYMES) and self-employed individuals that meet the terms of Commission Recommendation 2003/361/EC of May 6, 2003, for the purpose of financing

economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings ascribed to their economic activity or acquiring rural property, urban property, and plots. For this last purpose, loans destined to property construction and real estate development are excluded, however, there may be loans intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums. Furthermore, in the case of readjustment, these operations do not arise from restructuring transactions of loans or Credit Lines in default, and correspond only to debt consolidation operations.

**“Non-Mortgage Loans”**: means Loans without specific guarantee, with personal third-party guarantee (sureties), or with in rem guarantees other than mortgages, as granted by Santander and Banesto to small- and medium-sized enterprises (SMEs) and self-employed individuals that meet the terms of Commission Recommendation 2003/361/EC of May 6, 2003 for the purpose of financing economic activities or financing working capital or acquiring machinery and tools or improving property or acquiring real estate or constructing buildings ascribed to their economic activity or acquiring rural property, urban property, and plots. For this last purpose, loans destined to property construction and real estate development are excluded, however, there may be loans intended for the purchase of land for subsequent development and sale, with no subsequent subrogation or division into condominiums. Furthermore, in the case of restructuring, these operations do not arise from transactions of loans or Credit Lines in default, and correspond only to debt consolidation operations.

**“Royal Decree 926/1998”**: means Royal Decree 926/1998 of May 14, regulating asset securitization funds and securitization fund managers.

**“Royal Decree 1777/2004”**: means Royal Decree 1777/2004 of July 30, approving the Corporate Income Tax Regulations.

**“Royal Decree 1310/2005”**: means Royal Decree 1310/2005 November 4, partially implementing Law 24/1988 July 28, on the securities market, regarding admission to trading of securities in secondary official markets, public offerings or subscriptions and the applicable prospectus.

**“Royal Decree 1514/2007”**: means Royal Decree 1514/2007 of November 16, approving the Spanish General Chart of Accounts (*Plan General Contable*).

**“Royal Decree 1065/2007”**: means Royal Decree 1065/2007 of July 27, which enacted the General Regulations on tax inspection and management actions and procedures and implementing the common rules on applicable tax procedures.

**“Royal Decree 716/2009”**: means Royal Decree 716/2009 of April 24, which implemented some aspects of Law 2/1981 of March 25, regulating the mortgage market, and other rules of the mortgage and financial systems.

**“Royal Legislative Decree 1/1993”**: means Royal Legislative Decree 1/1993 of September 24, approving the revised text of the Spanish Transfer Tax/Stamp Duty Law.

**“Royal Legislative Decree 4/2004”**: means Royal Legislative Decree 4/2004 of March 5, approving the revised text of the Corporate Income Tax Law (*Ley del Impuesto sobre Sociedades*).

**“Royal Legislative Decree 6/2004”**: means Royal Legislative Decree 6/2004 of October 29, reforming the system governing significant shareholdings in investment services companies, lending institutions and insurance companies.

**“Royal Decree-Law 6/2012”**: means Royal Decree-Law 6/2012 of March 9, on urgent measures for the protection of non-recourse debtors

**“Regulation (EC) no. 809/2004”**: means Regulation (EC) no. 809/2004, of the European Commission, of April 29, 2004, implementing Directive 2003/71/EC of the European Parliament

and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements.

**“Mortgage Regulations”**: means the Regulations for Enforcement of the Mortgage Law of February 14, 1947.

**“Internal Rules of Conduct”**: means the Internal Rules of Conduct of the Manager regulating the acts of the management bodies, employees and representatives of the Manager according to Chapter II of Royal Decree 217/2008 of February 15, on the legal structure of investment services companies and other entities which render investment services and through which the Regulatory Framework of Law 35/2003 of November 4 was partially amended for collective investment schemes, as approved by Royal Decree 1309/2005 of November 4. The Internal Rules of Conduct have been reported to the CNMV.

**“Outstanding Principal Balance on the Bonds”**: means the total outstanding balances of the Bonds of all Series (i.e. the principal amount of the Bonds pending redemption).

**“Outstanding Balance of the Assets”** or **“Outstanding Balance”**: means the due and payable amounts of principal on the Loans yet to be received by the Fund on a particular date, plus not yet accrued principal pending maturity on the Loans as well as Quantities Drawn on the Credit Lines not collected by the Fund at said date.

**“Outstanding Balance of the Assets in Default”**: means the principal pending maturity of the Assets in Default, plus the amounts of the Assets in Default due but not paid to the Fund.

**“Outstanding Balance of the Performing Assets”**: means, on a date, the amounts due in principal on and not collected, together with amounts of principal not due and pending maturity of the Performing Assets.

**“Santander”**: means Banco Santander, S.A.

**“Scope”**: means Scope Ratings AG.

**“Series”**: means each of the three (3) series into which the total amount of the Bond issue is divided.

**“Series A”**: means the Series with a total face value of TWO BILLION NINE HUNDRED SEVEN MILLION EUROS (€2,907,000,000), made up of TWENTY-NINE THOUSAND SEVENTY (29,070) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000).

**“Series B”**: means the Series with a total face value of EIGHT HUNDRED NINETY-THREE MILLION EUROS (€893,000,000), made up of EIGHT THOUSAND NINE HUNDRED THIRTY (8,930) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000).

**“Series C”**: means the Series with a total face value of SEVEN HUNDRED SIXTY MILLION EUROS (€760,000,000), made up of SEVEN THOUSAND SIX HUNDRED (7,600) Bonds, each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000).

**“Manager”**: means Santander de Titulización, S.G.F.T., S.A.

**“Annual CPR”**: means the annual Constant Prepayment Rate.

**“IRR”**: means the internal rate of return for the holders of each Bond Series.

**“Nominal Interest Rate”**: means the annual nominal interest rate variable quarterly to which the Bonds will accrue interest in accordance with section 4.8 and related provisions of the Securities Note.

**“Benchmark Interest Rate”**: means the Benchmark Interest Rate used to calculate the Nominal Interest Rate and which will be the EURIBOR at three (3) months or the substitute rate if necessary, as calculated in accordance with section 4.8.e of the Securities Note. EURIBOR is the reference rate in the euro money market.

**“Appraisal Value”**: means the value of the properties calculated according to the initial appraisal certificates pursuant to the provisions of Law 2/1981 and its implementing regulations.