

**SANTANDER CONSUMER SPAIN AUTO 2019-1  
FONDO DE TITULIZACIÓN**

**PROSPECTUS**

**€ 555,500,000**

		<b>Fitch</b>	<b>DBRS</b>
<b>Class A</b>	€ 440,000,000	AA+ (sf)	AA (high) (sf)
<b>Class B</b>	€ 57,700,000	AA+ (sf)	AA (sf)
<b>Class C</b>	€ 27,800,000	A (sf)	A (low) (sf)
<b>Class D</b>	€ 10,000,000	BBB+ (sf)	BBB (sf)
<b>Class E</b>	€ 10,000,000	BBB- (sf)	Not Rated
<b>Class F</b>	€ 10,000,000	Not Rated	Not Rated

**BACKED BY CREDIT RIGHTS ASSIGNED BY**

**SANTANDER CONSUMER, E.F.C., S.A.**



**LEAD MANAGER AND ARRANGER**



**PAYING AGENT**



**ACCOUNT BANK AND BACK-UP SERVICER  
FACILITATOR**



**FUND MANAGED BY**

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



Prospectus recorded in the Registers of CNMV on 8 October 2019

## **IMPORTANT NOTICE – PROSPECTUS**

**IMPORTANT:** You must read the following before continuing. The following applies to the Prospectus following this page and you are therefore advised to read this carefully before reading, accessing or making any other use of the Prospectus. In accessing the Prospectus, you agree to be bound by the following terms and conditions, including any modifications thereto.

**NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE NOTES DESCRIBED IN THE PROSPECTUS IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED.**

**FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.**

**THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (MIFID II); OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE 2002/92/EC (INSURANCE MEDIATION DIRECTIVE), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (THE PRIIPS REGULATION) FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.**

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or the securities laws of any state of the United States or other relevant jurisdiction. The Notes may not at any time be offered, sold or delivered within the United States or to, or for the account or benefit of, any person who is a U.S. Person (as defined in Regulation S under the Securities Act ("**Regulation S**")) by any person referred to in Rule 903(b)(2)(iii) of Regulation S, (x) as part of their distribution at any time or (y) otherwise until 40 calendar days after the completion of the distribution of the securities as determined and certified by the Lead Manager, in either case except in accordance with Regulation S.

**EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE SELLER (A U.S. RISK RETENTION CONSENT) AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE U.S. RISK RETENTION RULES), THE NOTES AND THE CERTIFICATES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES (RISK RETENTION U.S. PERSONS). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S. EACH PURCHASER OF THE NOTES OR THE CERTIFICATES, OR A BENEFICIAL INTEREST THEREIN, ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES AND THE CERTIFICATES BY ITS ACQUISITION OF THE NOTES OR THE CERTIFICATES, OR A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) EITHER (i) IS NOT A RISK RETENTION U.S. PERSON OR (ii) HAS OBTAINED A U.S. RISK RETENTION CONSENT FROM THE SELLER, (2) IS ACQUIRING SUCH NOTE OR CERTIFICATE, OR BENEFICIAL INTEREST THEREIN, FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE OR CERTIFICATE, AND (3) IS NOT ACQUIRING SUCH NOTE OR CERTIFICATE, OR BENEFICIAL INTEREST THEREIN, AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE OR CERTIFICATE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE 10 PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES).**

**IN ORDER TO BE ELIGIBLE TO READ THE PROSPECTUS OR MAKE AN INVESTMENT DECISION WITH RESPECT TO THE NOTES DESCRIBED THEREIN, YOU MUST NOT BE A "U.S. PERSON" AS DEFINED IN REGULATION S (A "U.S. PERSON").**

The transaction will not involve the retention by the Seller of at least 5 per cent. of the credit risk of the Issuer for the purposes of the U.S. Risk Retention Rules. The Seller intends to rely on the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions that meet certain requirements. No other steps have been taken by the Issuer, the Originator, the Management Company, the Arranger or the Lead Manager or any of their affiliates or any other party to otherwise comply with the U.S. Risk Retention Rules. See "*Certain Regulatory And Industry Disclosures*".

By accessing the Prospectus or acquiring any Notes or a beneficial interest therein, you shall be deemed to have confirmed and represented, and in certain circumstances will be required to make certain representations and agreements (including as a condition to accessing or otherwise obtaining a copy of this Prospectus or other offering materials relating to the Notes), to the Issuer, the Originator, the Management Company, the Arranger and the Lead Manager (each as defined below) and on which each of such persons will rely without any investigation, that (i) you have understood the agreed terms set out herein; (ii) you are not a U.S. Person (within the meaning of Regulation S under the Securities Act) or, in relation to the offer, sale or delivery of the Notes, acting for the account or benefit of any such U.S. Person and the electronic mail address that you have given to us and to which this e mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia; and (iii) you consent to delivery of the Prospectus by electronic transmission.

**THIS PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.**

You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Prospectus to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the lead manager or any affiliate of the lead manager is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the lead manager or such affiliate on behalf of the Issuer in such jurisdiction.

The Prospectus has been sent to you in electronic format. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither the Management Company nor BANCO SANTANDER, S.A. (the "**Lead Manager**") nor any person who controls the Management Company nor the Lead Manager nor any director, officer, employee, agent or affiliate of any such person nor the Issuer nor the Originator accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format herewith and the hard copy version available to you on request from the Management Company and/or the Lead Manager.

None of the Lead Manager or the Arranger makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied by the Issuer in connection with the Notes and accordingly, none of the Lead Manager or the Arranger accepts any responsibility or liability therefore or any responsibility or liability arising out of or in connection with any act or omission of the Issuer or any third party.

None of the Lead Manager or the Arranger undertakes to review the financial condition or affairs of the Issuer nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Lead Manager or the Arranger.

None of the Lead Manager or the Arranger or the Management Company or any person who controls any of them or any director, officer, employee, agent or affiliate of any of the Lead Manager or the Arranger or the Management Company shall have any responsibility for determining the proper characterisation of potential investors in relation to any restriction under the U.S. Risk Retention Rules or for determining the availability of the exemption provided for in Section 20 of the U.S. Risk Retention Rules, and none of the Lead Manager or Arranger or the Management Company or any person who controls any of them or any director, officer, employee, agent or affiliate of any of the Lead Manager or the Arranger or the Management Company accepts any liability or responsibility whatsoever for any such determination. Furthermore, none of the Lead Manager or Arranger or the Management Company or any person who controls any of them or any director, officer, employee, agent or affiliate of any of the Lead Manager or Arranger or the Management Company provides any assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules will be available.

Neither the Arranger, the Lead Manager nor any of their respective affiliates accepts any responsibility whatsoever for the contents of this document or for any statement made or purported to be made by any of them, or on any of their behalf, in connection with the Issuer or any offer of the securities described in the document. The Arranger, the Lead Manager and their respective affiliates accordingly disclaim all and any liability whether arising in tort, contract, or otherwise which they might otherwise have in respect of such document or any such statement. No representation or warranty express or implied, is made by any of the Arranger, the Lead Manager or their respective affiliates as to the accuracy, completeness, verification or sufficiency of the information set out in this document.

**THE CONTENTS OF THE RISK FACTORS RELATED TO THE UNDERLYING ASSETS, THE NATURE OF THE SECURITIES AND THE NATURE OF THE ISSUER INCLUDED IN "RISK FACTORS" SECTION OF THIS PROSPECTUS HAVE BEEN DRAFTED IN ACCORDANCE WITH THE ARTICLE 16 OF REGULATION (EU) 2017/1129 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 14 JUNE 2017 ON THE PROSPECTUS TO BE PUBLISHED WHEN SECURITIES ARE OFFERED TO THE PUBLIC OR ADMITTED TO TRADING ON A REGULATED MARKET, AND REPEALING DIRECTIVE 2003/71/EC. THEREFORE, GENERIC RISKS REGARDING THE UNDERLYING ASSETS, THE NATURE OF THE SECURITIES AND THE NATURE OF THE ISSUER HAVE NOT BEEN INCLUDED IN THIS PROSPECTUS IN ACCORDANCE WITH SUCH ARTICLE 16.**

**ADDITIONAL IMPORTANT NOTICE IN RESPECT OF THE OBLIGATION TO SUPPLEMENT THE PROSPECTUS**

THIS PROSPECTUS HAS BEEN ENTERED IN THE REGISTERS OF THE SPANISH SECURITIES MARKET COMMISSION ON 8 OCTOBER 2019 AND SHALL BE VALID FOR A MAXIMUM TERM OF TWELVE (12) MONTHS FROM SUCH DATE. HOWEVER, AS A PROSPECTUS FOR ADMISSION TO TRADING IN A REGULATED MARKET, IT SHALL BE VALID ONLY UNTIL THE TIME WHEN TRADING ON A REGULATED MARKET BEGINS, IN ACCORDANCE WITH REGULATION (EU) 2017/1129 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 14 JUNE 2017 ON THE PROSPECTUS TO BE PUBLISHED WHEN SECURITIES ARE OFFERED TO THE PUBLIC OR ADMITTED TO TRADING ON A REGULATED MARKET, AND REPEALING DIRECTIVE 2003/71/EC.

ACCORDINGLY, IT IS EXPRESSLY STATED THAT THE OBLIGATION TO SUPPLEMENT THE PROSPECTUS IN THE EVENT OF SIGNIFICAN NEW FACTORS, MATERIAL MISTAKES OR MATERIAL INACCURACIES DOES NOT APPLY AFTER THE TIME WHEN TRADING ON A REGULATED MARKET BEGINS.

**IMPORTANT NOTICE: MIFID II PRODUCT GOVERNANCE PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET**

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MIFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

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This document is the information memorandum (hereinafter, the "**Prospectus**") for SANTANDER CONSUMER SPAIN AUTO 2019-1, FONDO DE TITULIZACIÓN (hereinafter, the "**Fund**" or the "**Issuer**") approved and registered in the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*, "**CNMV**") on 8 October 2019, in accordance with the provisions of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the "**Prospectus Regulation**") and the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004 (the "**Prospectus Delegated Regulation**"), it includes the following:

1. a description of the main risk factors related to the issue, the securities and the assets that back the issue (hereinafter, the "**Risk Factors**");
2. a registration document for the securities, drafted in accordance with Annex 9 of the Prospectus Delegated Regulation (hereinafter, the "**Registration Document**");
3. a note on the securities, drafted as established by the provisions of Annex 15 of the Prospectus Delegated Regulation (hereinafter, the "**Securities Note**");
4. an additional information to the Securities Note, prepared according to the Annex 19 of the Prospectus Delegated Regulation (hereinafter, the "**Additional Information**"); and
5. a glossary with definitions (hereinafter, the "**Definitions**").

Any websites included and/or referred to in this Prospectus are for information purposes only and do not form part of this Prospectus and has not been scrutinized or approved by the CNMV.



## RISK FACTORS

### 1. RISKS DERIVED FROM THE SECURITIES

#### 1.1. Related to the underlying assets

##### 1.1.1. Risk of payment default by the Borrowers

Noteholders and the funders of the Fund shall bear the risk of non-payment by the Borrowers of the Receivables pooled in the Fund. In particular, in the event that the losses of the Receivables pooled in the Portfolio were above the credit enhancements described in the Additional Information, this circumstance could potentially jeopardize the payment of principal and/or interest under the Notes and/or the Subordinated Loan Agreement.

The Seller shall accept no liability whatsoever for the Borrower's default of principal, interest or any other amount they may owe under the Receivables. Pursuant to article 348 of the Commercial Code and article 1,529 of the Civil Code, the Seller will only be held liable vis-à-vis the Fund for the existence and legitimacy of the Receivables, in the terms and conditions set forth in this Prospectus, the Deed of Incorporation and the Master Sale and Purchase Agreement, that are set forth in this Prospectus, as well as for the legal status whereby it carries out the sale. The Seller will have no responsibility to warrant the successful outcome of the transaction and no guarantees will be granted by any public or private entity, including the Seller, the Management Company and any of their affiliate companies or investee companies; the Seller does not undertake to repurchase the Receivables except for the repurchase obligation foreseen in section 2.2.9 of the Additional Information.

At the end of section 2.2.7.6 of the Additional Information are displayed the tables with historical information of delinquency, defaults and recovery rates of Santander Consumer auto loan portfolio. The estimated cash flows displayed in section 4.10 of the Securities Notes have been calculated with dynamic delinquency and default rate of 3.6% and cumulative default rates of 4.72% with a recovery rate of 60.94% that are consistent with the rates of Santander Consumer portfolio of equivalent loans. The aforementioned cumulative default rate corresponds to an annual default rate of 0.99% and an annual loss rate of 0.246% in the 7% CPR scenario, as provided in section 4.10 of the Securities Note.

The charts below show data corresponding to the evolution of delays in payments in the loan portfolio managed by the Seller, excluding (i) refinancing or restructuring transactions, (ii) "demo" vehicles and rent-a-car transaction, or (iii) transactions approved by an analyst when the automatic decision taken by the evaluation system has been denied: "forced decision" in accordance with the criteria and processes of granting loans provided in section 2.2.7.1 of the Additional Information.

With regard to the month of December 2018, the situation of delays in payments by number of days and in percentage terms at 31 December 2018 was as follows:

Delays in payments	0 days	Up to 30 days	Between 31 and 60 days	Between 61 and 90 days	Above 90 days
New vehicle	97.07%	1.36%	0.49%	0.45%	0.63%
Used vehicle	94.18%	2.38%	0.93%	0.85%	1.66%

For clarification purposes, the information detailed in the tables above (regarding delays in payments by the Borrowers) reflects the length of the payment delays on the whole portfolio managed by the Seller at the specified date.

The weighted average Regulatory PD of the Receivables is 1.85%.

**“Regulatory PD”** refers to the probability of a borrower being able to meet its payments obligations under the Loans over a one year period as stated in article 163 of CRR. PD is based on a Through-the-Cycle (TTC) approach according the guidelines on PD estimation, LGD estimation and the treatment of defaulted exposures published by EBA.

Below is shown the accumulated gross ratio for those loans that present a delays in payments +360 days past due, in percentage terms for new and used vehicles over the annual generated loans up to December 2017. For Loans originated in 2018 the accumulated ratio of delinquency up to December 2018 is zero, because there are not any unpaid amounts with an age equal to or longer than 12 months yet for the entire period.

<b>New Vehicle</b>		<b>Cumulative gross loss %</b>	
Origination year	Originated amount (EUR)	to 12 months	to 24 months
2013	591,651,304	0.15%	0.60%
2014	814,545,214	0.06%	0.35%
2015	1,166,509,731	0.02%	0.20%
2016	1,389,143,188	0.01%	0.16%
2017	1,367,948,337	0.01%	-

<b>Used Vehicle</b>		<b>Cumulative gross loss %</b>	
Origination year	Originated amount (EUR)	to 12 months	to 24 months
2013	202,437,410	0.44%	1.75%
2014	210,354,996	0.22%	1.36%
2015	267,060,202	0.10%	0.87%
2016	337,984,847	0.04%	0.67%
2017	442,852,498	0.02%	-

In light of the scenarios (described in section 4.10 of the Securities Note), it is not expected that the Notes incur in losses given (i) the different subordination between the different Classes of Notes (except for Class F) and (ii) the additional credit enhancement provided by the available excess spread in the transaction.

Notwithstanding this, prospective investors in the Notes should be aware that there may be a risk that the Notes incur in losses irrespective of the credit enhancement provided by the subordination and/or available excess spread in the transaction.

### **1.1.2. Loan agreements partially formalized as public documents**

As established in section 2.2 of the Additional Information, all Loan agreements contain reservation of title clauses (*reserva de dominio*) in order to secure the Receivables.

The inclusion of a reservation of title clause would grant the Seller, as creditor, a right of ownership (*dominio*) over the vehicle financed under the Loan until such Loan is repaid in full. In order for reservation of title clauses to be enforceable *vis-à-vis* third parties, it will

be necessary to register them in the Register of Instalment Sales of Movable Properties (*Registro de Venta a Plazos de Bienes Muebles*).

Not all the reservation of title clauses are registered in the Register of Instalment Sales of Movable Properties, only those representing 17.71% of the Outstanding Balance of Receivables, as provided in section 2.2.2.1 (v) (ii) of the Additional Information, therefore, until their registration the reservation of title clauses may not be enforceable against third parties. As per section 2.2.7 of the Additional Information, pursuant to Santander Consumer Policies, the reservation of title formalized in a public document or official form shall be immediately registered in the Register of Instalment Sales of Movable Properties when there are irregularities and when the Operation Decision Unit (ODU) analyst deems appropriate. As a general rule and as provided below in section 2.2.7 of the Additional Information, Loan agreements are notarized for principal amounts (i) from €36,000 (including pre-authorized outstanding risk) for all New Vehicles; and (ii) from €18,000 for Used Vehicles.

From the random sample of the Preliminary Portfolio, 15 Loans representing 4% of the Outstanding Balance of Receivables corresponding to Loans formalized in a public document granted before notary public, as detailed in section 2.2.2.1 (xvi) of the Additional Information. This piece of information in relation to the whole Preliminary Portfolio has not been collected and therefore it is not available.

#### Enforceability risk

Enforceability of reservation of title clauses can be jeopardized depending on the above formalities followed upon execution of the agreements. In particular, non-registration involves that the agreement shall exclusively have *inter-partes* effects (i.e., it would be unenforceable against third party purchasers in good faith, whose acquisition would be valid in any case, without prejudice to Seller's damages actions against the Borrower arising from the latter's failure to abide by the non-disposal covenant).

Issues arising in connection with enforceability of reservation of title clauses (including unenforceability against third party purchasers in good faith) may affect the recovery ability of the Fund in the event of enforcement (following a payment default under any Loan agreement) of the security over the Vehicles and, ultimately, a reduction of the Available Funds to meet the payment obligations of the Fund (including principal and/or interest under the Notes).

#### *Private document without access to registration with the Register of Instalment Sales of Movable Properties:*

In the event that a Loan agreement is formalized in a private document (not an official form), it will have no access to the Register of Instalment Sales of Movable Properties, the procedure for recovering the Vehicle and the amounts due will be longer and more costly, as it would be carried out by means of a declaratory procedure (instead of expediter ones such as summary verbal procedure or the enforcement procedure). The resolution of the declaratory procedure has enforceable nature, in the sense that it leads to an enforcement proceeding to attach assets.

To the extent that the agreements are not registered, such claims would be classified as "ordinary" (unsecured) in the event of insolvency, in accordance with article 90.2 of the Insolvency Law, and therefore be *pari passu* with the rest of unsecured creditors. In addition, Seller will not be able to seek restitution of possession.

#### *Public document or official model with registration with the Registry:*

In the event that the acquisition agreement is formalized in the official form or as a public document, in accordance with sections 4 and 5 of article 517 of the Spanish Civil Procedure Law, and registered with the Register of Instalment Sales of Movable Properties, the recovery procedure is made through a notary public, who may request payment from the Borrower in a term of three working days. After that term expires without the Borrower paying the required amount or handing over possession, the Fund may file a claim before the competent Court for the recovery of the property or foreclose the collateral, pursuant to first additional provision of Law 28/1998. In addition, notarizing the agreement would permit to initiate an enforcement proceeding to attach other assets.

If the agreement was formalized (i) in the official form, the Fund may choose to exercise the summary verbal procedure to gain repossession; or (ii) as a public document, the Fund may choose to exercise the enforcement action and foreclose on the collateral or attach other assets.

In the event of insolvency, the claim will be classified as a secured claim with priority over the collateral proceeds and, subject to automatic stay regulation and exceptions, Seller may also seek repossession thereof.

*Public document without registration with the Registry:*

In the event that the agreement is formalized as a public document (i.e. notarization), Seller will be able to start enforcement proceedings to attach assets.

To the extent that the agreements are not registered, such claims would be classified as "ordinary" (unsecured) in the event of insolvency, in accordance with article 90.2 of the Insolvency Law, and therefore be pari passu with the rest of unsecured creditors. In addition, Seller will not be able to seek restitution of possession.

#### Other related risks

The vehicles subject matter of the Loans granted remain in the possession of the Borrowers, who may in fact instigate the loss of the vehicles, without prejudice to the resulting liability that they might incur.

Likewise, the nature of the goods registered in the Register of Instalment Sales of Movable Properties is such that, although from a legal point of view, the protection is similar to that of real estate, in practice, the level of protection may be lower.

### **1.1.3. Receivables prepayment risk**

Borrowers may prepay the outstanding principal of the Receivables, in the terms established by each one of the Loan agreements from which the Receivables arise.

Once the Revolving Period elapses, this prepayment risk shall pass quarterly on each Payment Date to Noteholders by the partial redemption of the Notes, to the extent applicable in accordance with the provisions of section 4.9.2.1 of the Securities Note.

Early repayment of the Receivables in rates higher than expected will cause the Fund to make payments of principal on the Notes earlier than expected and will shorten the maturity of the Notes. If principal is paid on the Notes earlier than expected due to prepayments on the Receivables (such prepayments occurring at a time when interest rates are lower than interest rates that would otherwise be applied if such prepayments had not been made or made at a different time), Noteholders may not be able to reinvest the principal in a comparable security with an effective interest rate equivalent to the interest rate on the Notes. Similarly, if principal payments on the Notes are made later than expected due to

slower than expected prepayments or payments on the Receivables, Noteholders may lose reinvestment opportunities. Noteholders will bear all reinvestment risk resulting from receiving payments of principal on the Notes earlier than expected.

#### **1.1.4. Risk concentration depending on the years of origination of the Loans and depreciation of the value of the vehicles**

Two circumstances can cause a reduction of the Vehicles' recovery value:

(i) Distribution of new and used vehicles. Depreciation.

46.64% of the Outstanding Balance of the Receivables selected for assignment to the Fund corresponds to New Vehicles. The remaining 53.36% corresponds to Used Vehicles, as detailed in section 2.2.2.1. (i) of the Additional Information.

As detailed in section 2.2.2.1 (x) of the Additional Information, the largest concentration according to the year of origination of the Receivables selected to be assigned to the Fund are, as a percentage of the Outstanding Balance of the Receivables, as follows: year 2018 (71.63%) and year 2019 (28.32%), altogether representing 99.96%.

The immediate depreciation suffered by a New Vehicle after its registration approximately represents 20% of its value, moreover, it is also necessary to take into account an average monthly depreciation, approximately 2% (annual) of the vehicle value for the first year, 0.6% (annual) for the second and third years, and 0.5% (annual) for the fourth and subsequent years.

The weighted average age of the Used Vehicles at granting of the Loans is 41.6 months (3.5 years).

(ii) Distribution of the Loan over the value of the vehicle.

67.47% of the Loans representing the Outstanding Balance of the Receivables have a ratio of the amount granted over the value of the vehicle of more than 80%, of which 11.79% have a ratio higher than or equal to 100% and less than 110%, and 0.00% have a ratio higher than or equal to 110%. This ratio of amount granted over the value of the vehicle may be adversely affected by the depreciation over the value of new and used vehicles. However, this negative impact is partially reduced by the natural and anticipated amortization of the Loans.

The circumstances described above constitute a risk of impairment of the recovery value in the event of enforcement (following a payment default under any Loan agreement) of the security over the Vehicles. If the proceeds received were not sufficient to repay in full the Loan agreement, the resulting loss will cause a reduction of the Available Funds to meet the payment obligations of the Fund (including principal and/or interest under the Notes).

#### **1.1.5. Interest rate risk**

The Receivables comprised in the Portfolio include and will include interest payments calculated at interest rates and periods, which are different from the interest rates and periods applicable to the interest due in respect of the Class A Notes and the Class B Notes. The weighted average interest rate of the Class A to Class F Notes is 0.335% (assuming an EURIBOR 3 months rate of -0.428%) and the weighted average interest of the Initial Receivables is 8.17%, as described in section 2.2.2.1. (viii) of the Additional Information.

The Issuer expects to meet its floating rate payment obligations under the Class A Notes and the Class B Notes primarily with the payments relating to the collections. However, the interest component in respect of such payments may have no correlation to the EURIBOR rate from time to time applicable in respect of the Class A Notes and the Class B Notes.

To protect the Fund from a situation where EURIBOR increases to such an extent that the Collections are not sufficient to cover the Fund's obligations under the Class A Notes and the Class B Notes, the Fund has entered into the Swap Agreement with the Swap Counterparty, which shall at all times be (or its credit support provider shall at all times be) an institution rated in accordance with the provisions of the Swap Agreement.

In the event of early termination of the Swap Agreement, including any termination upon failure by the Swap Counterparty to perform its obligations, the Fund will endeavor but cannot guarantee to find a replacement Swap Counterparty. However, there is no assurance that the Fund will be able to meet its payment obligations under the Class A Notes and/or the Class B Notes in full or even in part.

If the Swap Agreement is terminated early, then the Fund may be obliged to pay a termination payment to the Swap Counterparty. Except in certain circumstances, any termination payment due to the Swap Counterparty from the Fund will rank in priority to payments due on the Class A Notes and the Class B Notes. Any additional amounts required to be paid by the Fund as a result of the termination of the Swap Agreement (including any extra costs incurred if the Fund cannot immediately enter into one or more, as appropriate, replacement swap agreements), may also rank in priority to payments due on the Class A Notes and the Class B Notes. Therefore, if the Fund is obliged to make a termination payment to the Swap Counterparty or to pay any other additional amount as a result of the termination of the Swap Agreement, this may affect the funds which the Fund has available to make payments on the Class A Notes and the Class B Notes. For further details, see sections 3.4.7. and 3.4.8.1. of the Additional Information.

#### **1.1.6. Geographical concentration risk**

As detailed in section 2.2.2.1. (xiv) of the Additional Information, the Autonomous Communities having the largest concentrations of the Borrowers of the loans selected to be assigned to the Fund are, as a percentage of the Outstanding Balance of the Receivables, as follows: Andalucía (23.74%), Cataluña (14.28%), Comunidad de Madrid (11.89%) and Comunidad Valenciana (10.41%) and, altogether representing 60.40%.

Any significant event (political, social, natural disaster, etc.) occurring in these Autonomous Communities could adversely affect the creditworthiness of the Borrowers and their capacity to repay the loans that form the Receivables backing the Notes.

### **1.2. Related to the nature of the securities**

#### **1.2.1. Subordination risk**

During the Revolving Period, if applicable, as set forth in section 4.6.3.1 of the Securities Note, and the Pro-Rata Redemption Period (as described in section 4.6.3 of the Securities Note), the ordinary redemption of Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes will be *pari passu* and *pro-rata* without preference or priority amongst themselves in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7 of the Additional Information.

During the Sequential Redemption Period, upon a Subordination Event (as described in section 4.6.3 of the Securities Note), Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes will be redeemed sequentially in accordance with the Pre-Enforcement Principal Priority of Payments set forth in section 3.4.7 of the Additional Information:

- **Class A Notes:** will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes and shall benefit from 20.79% of

subordination of Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes.

- **Class B Notes:** will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class C Notes, Class D Notes, Class E Notes and Class F Notes, and shall benefit from 10.405% of subordination of Class C Notes, Class D Notes, Class E Notes and Class F Notes.
- **Class C Notes:** will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class D Notes, Class E Notes and Class F Notes, and shall benefit from 5.40% of subordination of Class D Notes, Class E Notes and Class F Notes.
- **Class D Notes:** will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class E Notes and Class F Notes, and shall benefit from 3.60% of subordination of Class E Notes and Class F Notes.
- **Class E Notes:** will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class F Notes, and shall benefit from 1.80% of subordination of Class F Notes.
- **Class F Notes:** will rank *pari passu* and *pro rata* without preference or priority amongst themselves, and shall not benefit from the subordination of any other class of Notes.

As provided on the assumptions of section 4.10 of the Securities Notes, the Subordination Event will occur on September 2022, after the Revolving Period is finished, once the Cumulative Loss Ratio exceeds the trigger level of 1.30%. Based on these assumptions, (i) the Class A Notes shall redeem from March 2022 to June 2025; (ii) the Class B Notes shall start to redeem from March 2022 to June 2022 and, upon the occurrence of a Subordination Event on September 2022, from June 2025 to June 2026; (iii) the Class C Notes, Class D Notes, Class E Notes and Class F Notes shall start to redeem from March 2022 to June 2022 and, upon the occurrence of a Subordination Event on September 2022, from June 2026.

There is no certainty that these subordination rules shall protect any Class of Notes from the risk of loss. The materiality of this risk is further developed in section 3.4.7 of the Additional Information.

### 1.2.2. Notes Euroeligibility risk

Class A Notes are intended to be held in a manner which will allow be recognized as eligible collateral for Eurosystem monetary policy and Intraday credit operations by the Eurosystem ("**Eurosystem Eligible Collateral**"). This means that the Class A Notes are intended upon issue to be deposited with *Sociedad de Gestion de los Sistemas de Registro, Compensacion y Liquidacion de Valores S.A.U.* ("**IBERCLEAR**") but does not necessarily mean that the Class A Notes shall be recognized as Eurosystem Eligible Collateral either upon issue or at any or all times during their life. Such recognition will, inter alia, depend upon satisfaction of the Eurosystem eligibility criteria set out in the Guideline of the European Central Bank (the "**ECB**") of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast) as amended and applicable from time to time (the "**Guideline**").

Neither the Fund, nor the Management Company, nor the Seller give any representations, warranty, confirmation or guarantee to any potential investor in the Class A Notes will, either upon issue, or at any time or at all times during their life, satisfy all or any

requirements for Eurosystem eligibility and be recognized as Eurosystem Eligible Collateral for any reason whatever.

### **1.2.3. Yield and duration risk**

Several calculations, such as the average yield, duration and final maturity of the Notes in each Class contained in section 4.10 of the Securities Note are subject to a number of hypothesis, inter alia, estimates of prepayment rates and delinquency rates that may not be fulfilled.

Those calculations are influenced by a number of economic and social factors such as market interest rates, the Borrowers' financial circumstances and the general level of economic activity, preventing their predictability.

No guarantee can be given as to the level of prepayments (in part or in full) that the Receivables may experience. Early repayment of the Receivables in rates higher than expected will cause the Issuer to make payments of principal on the Notes earlier than expected and will shorten the maturity of such Notes.

### **1.2.4. Early redemption of the Notes**

#### *(i) Occurrence of a Clean Up Call Event or Tax Call Event*

In accordance with section 4.4.3.2 of the Registration Document, the Seller may be entitled to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) and hence repurchase at its own discretion all outstanding Receivables:

- (i) in the event that the aggregate Outstanding Balance of the Receivables falls below 10% of the Outstanding Balance of the Receivables on the Date of Incorporation, or
- (ii) upon the occurrence of a Tax Call Event.

**"Tax Call Event"** means any event after the Date of Incorporation as a consequence of which the Fund is or becomes at any time required by law to deduct or withhold, in respect of any payment under any of the Notes, any present or future taxes, levies or governmental charges, regardless of their nature, which are imposed under any applicable legal system or in any country with competent jurisdiction, or for the account of, any political subdivision thereof or government agency authorised to levy taxes.

Upon the occurrence of any of those events, the Seller may repurchase all outstanding Receivables at the Final Repurchase Price.

In case of a Tax Call Event, the Final Purchase Price to be paid by the Seller might not be sufficient to repay back the Notes.

Such Final Repurchase Price may be, therefore, lesser than the purchase price of the Receivables paid by the Fund to the Seller in accordance with section 3.3.3 of the Additional Information.

Given the Final Repurchase Price mentioned above, any potential investor in the Class F Notes should be aware that the occurrence of Clean-up Call Event may result in the Outstanding Principal Balance of Class F Notes, if any, not being redeemed in full.

If the Notes are redeemed earlier than expected due to the exercise by the Fund (following instructions of the Seller) of the early redemption of such Notes (such early redemption



occurring at a time when interest rates are lower than interest rates that would otherwise be applied if such early redemption had not been made or made at a different time), Noteholders may not be able to reinvest the principal in a comparable security with an effective interest rate equivalent to the interest rate on the Notes. Noteholders will bear all reinvestment risk resulting from early redemption of the Notes earlier than expected.

That being said there is no guarantee that, upon the occurrence of a Clean-up Call Event and/or Tax Call Event, the Seller shall exercise the Clean-up Call Event and/or Tax Call Event and therefore shall give its written instruction to the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes.

(ii) Occurrence of a Regulatory Call Event

Additionally, in accordance with section 4.9.2.3 of the Securities Note, the Seller will have the option (but not the obligation) to request the Management Company to redeem on any Payment Date following the occurrence of a Regulatory Call Event the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (while the Class A Notes, the Class B Notes and the Cash Reserve shall not be affected) if a Regulatory Call Event occurs. In that case, once the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are redeemed in full, the Class A Notes and the Class B Notes shall benefit from subordination of the Seller Loan (which will be granted by the Seller to repay the Class C, Class D, Class E and Class F Notes) instead of the redeemed subordinated Notes, and from the collateralization of all Receivables which prior to the Regulatory Call Event backed all Classes of Notes.

**“Regulatory Call Event”** means (i) any enactment or implementation of, or supplement or amendment to, or change in any applicable law, policy, rule, guideline or regulation of any competent international, European or national body (including the European Central Bank, the Prudential Regulation Authority or any other competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline; or (ii) a notification by or other communication from an applicable regulatory or supervisory authority is received by the Seller with respect to the transactions contemplated by the Transaction Documents, which, in either case, occurs on or after the Date of Incorporation and results in, or would in the reasonable opinion of the Seller result in, a material adverse change in the rate of return on capital of the Fund and/or the Seller or materially increasing the cost or materially reducing the benefit for the Seller of the transactions contemplated by the Transaction Documents.

**1.2.5. Price risk**

Class A Notes and Class B Notes, and Class C to Class F Notes if not placed among qualified investors, are issued to be subscribed by the Subscribers, as established in item 4.2.3 of the Securities Note.

Consequently, Class A Notes and Class B Notes' price will not be subject to comparison through market transaction; therefore, it is not possible to affirm that the economic conditions of Class A Notes and Class B Notes correspond to those applicable conditions on the secondary market on the Date of Incorporation.

**1.2.6. CRA Regulation (Regulation on Credit Rating Agencies), double credit rating of structured finance instruments**

Article 8 quater of Regulation (EU) No 462/2013 of the European Parliament and of the Council of 31 May 2013 amending Regulation (EC) No 1060/2009 on credit rating agencies (“CRA3”) introduced a requirement that where an issuer or related third party intends to solicit a credit rating of a structured finance instrument it shall appoint at least two credit

rating agencies to provide credit ratings independently of each other. For these purposes the Originator, in order to comply with the requirement foreseen on Article 8 quater of CRA3 has requested the Rating Agencies to provide credit rating to Class A, Class B, Class C, Class D and Class E Notes. In this sense, both Rating Agencies have provided provisional credit rating to Class A, Class B, Class C and Class D Notes but only Fitch has been able to provide provisional credit rating to Class E Notes. Although DBRS has been requested to provide credit rating to Class E Notes they have not been able to do so based on its analysis. There is no assurance that the competent authority may consider that Article 8 quater of CRA3 requires not only the appointment of at least two rating agencies but also that Class E notes are rated by at least two rating agencies. If that is the case, it cannot be disregarded that, even though two rating agencies have been appointed to rate the Class E Notes, the fact that only one credit rating was obtained can be considered by the competent authority as an infringement of Article 8 quater of CRA 3. This may ultimately lead to the Fund being considered responsible for that infringement.

#### **1.2.7. Risk relating to benchmarks**

Class A Notes, Class B Notes and the Swap Agreement are referenced to the EURIBOR which calculation and determination is subject from 1 January 2018 to Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**") published in the Official Journal of the EU on 29 June 2016, entered into force on 30 June 2016 and is applied from 1 January 2018. On 29 September 2017 and 3 October 2017, the European Commission adopted four Delegated Regulations supplementing the Benchmark Regulation, which now need to be adopted by the Council of the European Union and the European Parliament.

It is not possible to ascertain as at the date of this Prospectus what will be the impact of these initiatives on the determination of EURIBOR in the future, how such changes may impact the determination of EURIBOR for the purposes of the Class A Notes and Class B Notes and the Swap Agreement, whether this will result in an increase or decrease in EURIBOR rates or whether such changes will have an adverse impact on the liquidity or the market value of the Class A Notes and Class B Notes. Ongoing international and/or national reform initiatives and the increased regulatory scrutiny of benchmarks generally could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any applicable regulations or requirements. Such factors may discourage market participants from continuing to administer or contribute to benchmarks, trigger changes in the rules or methodologies used in respect of benchmarks, and/or lead to the disappearance of benchmarks.

As provided in section 4.8.4 of the Securities Notes, changes in the manner of administration of EURIBOR could result in the base rate on the Class A Notes and the Class B Notes changing from EURIBOR to an Alternative Base Rate under certain circumstances broadly related to EURIBOR dysfunction or discontinuation. This Alternative Base Rate will be proposed by the Originator and subject to certain conditions being satisfied.

Any of the above changes could have a material adverse effect on the value of and return on the Class A Notes a Class B Notes, and shall apply to the Swap Agreement for the purpose of aligning the base rate of the Swap Agreement to the Reference Rate of the Class A Notes and the Class B Notes following these changes.

The above-mentioned procedure to change the EURIBOR as set forth in section 4.8.4 of the Securities Note does not apply to the interest accrued on the Subordination Loan Agreement as set forth in section 3.4.4.1 of the Additional Information.

## **2. RISKS DERIVED FROM THE ISSUER'S LEGAL NATURE AND OPERATIONS**

### **2.1. Related to the Issuer's nature, financial situation or activity**

#### **2.1.1. Forced replacement of the Management Company**

If the Management Company is declared insolvent or its authorization to operate as a management company of securitisation funds is revoked, notwithstanding with the effects of such insolvency as described under section 3.7.2.3 of the Additional Information, it shall find a substitute Management Company.

If four months have elapsed from the occurrence determining the substitution and no new management company has been found willing to take over management, the Fund shall be liquidated and the Notes may be subject to early redemption under section 4.4.3.1 of the Registration Document.

#### **2.1.2. Limitation of actions**

Noteholders and other creditors of the Fund shall have no recourse whatsoever against Borrowers who have defaulted on their payment obligations, or against the Seller. Any such rights shall lie with the Management Company, representing the Fund.

Noteholders and all other creditors of the Fund shall have no recourse whatsoever against the Management Company other than as derives from breaches of its obligations or failure to comply with the provisions of this Prospectus, the Deed of Incorporation and the other transaction agreements. Those actions shall be resolved in the relevant ordinary declaratory proceedings depending on the amount claimed.

Noteholders and all other creditors of the Fund shall have no recourse whatsoever against the Fund or against the Management Company in the following scenarios:

- Event of non-payment of amounts due by the Fund resulting from the existence of Receivable default or prepayment,
- Breach by the Seller of its obligations or by the counterparties to the transactions entered into for and on behalf of the Fund, or
- Shortfall of the financial hedging transactions for servicing the Notes.

#### **2.1.3. Inexistence of meeting of creditors**

The Fund (devoid of legal personality) shall only bear liability to its obligations with its assets. No meeting of creditors has been foreseen in the terms of article 37 of Law 5/2015.

Therefore, the ability to defend the Noteholders' interests depends on the resources of the Management Company, which, under article 26 of Law 5/2015, shall act with maximum due diligence and transparency in the defense of the interests of the Noteholders and the creditors, and manage the Receivables.

### **2.2. Related to legal and regulatory risks**

#### **2.2.1. EU Securitisation Regulation: simple, transparent and standardised securitisation**

On 12 December 2017, the European Parliament adopted Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and

standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 (the "**EU Securitisation Regulation**") which applies to the fullest extent to the Notes.

The transaction envisaged under this Prospectus is intended to qualify as a STS-securitisation within the meaning of article 18 of the EU Securitisation Regulation. Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation and, prior to the Date of Incorporation, has been notified by the Seller to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation. For these purposes, the Seller has used the service of Prime Collateralised Securities (PCS) UK Limited ("**PCS**"), as a verification agent authorised under article 28 of the EU Securitisation Regulation, in connection with an assessment of the compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**STS Verification**"). It is important to note that the involvement of PCS as an authorised verification agent is not mandatory and the responsibility for compliance with the EU Securitisation Regulation remains with the relevant institutional investors, originators and issuers, as applicable in each case. The STS Verification will not absolve such entities from making their own assessments with respect to the EU Securitisation Regulation, and the STS Verification cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities.

No assurance can be provided that the securitisation transaction described in this Prospectus will receive the STS Verification (either before issuance or at any time thereafter), and if the securitisation transaction described in this Prospectus does not receive the STS Verification, this shall not, under any circumstances, affect the liability of the Originator and the Fund in respect of their legal obligations under the EU Securitisation Regulation, nor shall it affect the obligations imposed on institutional investors as set out in article 5 of the EU Securitisation Regulation.

None of the Issuer, the Reporting Entity, the Arranger, the Lead Manager, or any other party to the Transaction Documents makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time.

Non-compliance with the status of an STS-securitisation may result in higher capital requirements for investors, as well as in various administrative sanctions and/or remedial measures being imposed on the Issuer or the Seller. Any of such administrative sanctions and/or remedial measures may affect the ability of the Issuer to fulfil its payment obligations under the Notes.

Additionally, Spain has not duly appointed the competent authority to supervise the compliance of originators, sponsors and SSPEs with Articles 18 to 27 of the EU Securitisation Regulation which should not be an impediment for the transaction to be considered STS-securitisation.

**REGISTRATION DOCUMENT FOR ASSET-BACKED SECURITIES**  
(Annex 9 of the Prospectus Delegated Regulation)

**1. PERSONS RESPONSIBLE, THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL**

**1.1. Persons responsible for the information contained in the Registration Document**

Mr. Iñaki Reyero Arregui, acting in his capacity of General Manager of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A., with business address at: Juan Ignacio Luca de Tena 9-11, 28027 Madrid (Spain), assumes responsibility for the information contained in this Registration Document.

Mr. Iñaki Reyero Arregui acts in his capacity of General Manager of the Management Company and exercises the powers that were expressly conferred to him for the incorporation of the Fund by the Board of Directors of the Management Company at its meeting held on 15 July 2019.

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is the promoter of SANTANDER CONSUMER SPAIN AUTO 2019-1, FONDO DE TITULIZACIÓN (the "Fund" or the "Issuer") and will be in charge of its legal administration and representation and the management and administration of the assets pooled in it.

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

Mr. Iñaki Reyero Arregui declares that, to the best of his knowledge, the information contained in this Registration Document is in accordance with the facts and does not omit anything likely to affect its import.

**1.3. Statement or report attributed to a person as an expert included in the Registration Document**

No statement or report is included in this Registration Document.

**1.4. Information provided by a third party**

No information sourced from a third party is included in this Registration Document.

**1.5. Competent authority approval**

- (a) This Prospectus (including this Registration Document) has been approved by CNMV as Spanish competent authority under Prospectus Regulation.
- (b) CNMV has only approved this Prospectus (including this Registration Document) as meeting the standards of completeness, comprehensibility and consistency imposed by Prospectus Regulation.
- (c) The abovementioned approval should not be considered as an endorsement of the Fund that is the subject of this Prospectus.

**2. STATUTORY AUDITORS**

**2.1. Name and address of the Fund's auditors**

In accordance with the provisions of section 4.4.2 of this Registration Document, the Fund does not have any historical financial information.

Throughout the duration of the Fund, the annual financial statements will be subject to audit by the auditors on an annual basis.

The Board of Directors of the Management Company, at its meeting held on 15 July 2019, appointed PRICEWATERHOUSECOOPERS AUDITORES, S.L., with business address in Madrid, at Madrid, Paseo de la Castellana 259, Tax Identification Number (NIF) B-79031290, registered with the Official Registry of Auditors (*Registro Oficial de Auditores de Cuentas, ROAC*) with number S0242 and registered with the Commercial Registry of Madrid, in Volume 9.267, Section 8,054, Sheet 75, Page M-87,250, Entry 1, as auditors of the Fund for an initial period of three (3) years.

The Management Company will inform CNMV and Rating Agencies of any change that might take place in the future as regards the appointment of the auditors of the Fund.

The Fund's income and expenses will be reported in accordance with the accounting principles in force pursuant to CNMV Circular 2/2016 of 20 April, on accounting standards, annual accounts, public accounts and confidential statistical information statements of Securitisation Funds, as amended ("**Circular 2/2016**") or with the regulation applicable at any given time.

The financial year of the Fund will coincide with the calendar year. However, as an exception, the first financial year will start on the Date of Incorporation and will end on 31 December 2019, and the last financial year of the Fund will end on the date on which the Fund is scheduled to expire.

Throughout the duration of the transaction, the Fund's annual financial statements will be subject to verification and annual review by the auditor. The annual report and the quarterly reports of the Fund set out in article 35 of Law 5/2015 will be filed with CNMV within four (4) months following the closing date of the fiscal year of the Fund (i.e. prior to 30<sup>th</sup> April of each year).

The Fund's financial statements and the corresponding auditors' report will not be filed with the Commercial Registry (*Registro Mercantil*).

### **3. RISK FACTORS**

The risk factors specific to the Fund are those described in Section I of the document included at the beginning of this Prospectus, called "*RISK FACTORS*".

### **4. INFORMATION ABOUT THE ISSUER**

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

The Issuer is a securitisation fund, with no legal personality, incorporated in accordance with Chapter III of the Law 5/2015 for the purposes of (i) acquiring the Receivables assigned by Santander Consumer and (ii) issuing the Notes.

The net equity of the Fund will be made up of open-end revolving assets and closed-end liabilities. Its assets shall comprise the Initial Receivables to be acquired on the Date of Incorporation and the Additional Receivables which may be acquired on each Payment Date during the Revolving Period (which will end on the Payment Date falling on 20 December

2021 (included), unless the Revolving Period is early terminated, as provided in item 4.9.2.1 of the Securities Note).

**4.2. Legal and commercial name of the Fund and its Legal Entity Identifier (LEI).**

The Fund will be incorporated under the name of SANTANDER CONSUMER SPAIN AUTO 2019-1, FONDO DE TITULIZACIÓN in accordance with Spanish laws and, in order to identify it, the following names may also be used, without distinction:

SANTANDER CONSUMER SPAIN AUTO 2019-1, FT

SANTANDER CONSUMER SPAIN AUTO 2019-1, F.T.

The Issuer's LEI Code is 894500LAH3RZUM66PE80.

**4.3. Place of registration of the Issuer and its registration number.**

The incorporation of the Fund and the issuance of the Notes have been registered in the Official Registers of CNMV in Spain.

This Prospectus has been entered in the Official Registers of CNMV on 8 October 2019.

The Management Company has elected not to register the incorporation of the Fund or the issuance of the Notes with the Commercial Registry, pursuant to article 22.5 of Law 5/2015. This is without prejudice to the registration of this Prospectus with CNMV.

**4.4. Date of Incorporation and the length of life of the issuer, except where the period is indefinite.**

**4.4.1. Date of Incorporation.**

It is expected that the execution of the Deed of Incorporation and, thus the date of incorporation of the Fund will be 14 October 2019 (the "**Date of Incorporation**"). The Deed of Incorporation will be drafted in Spanish.

The Deed of Incorporation of the Fund may be amended according to the terms of article 24 of Law 5/2015, i.e.: if the Management Company has the consent of all Noteholders and other creditors (excluding non-financial creditors). The foregoing requirements will not be necessary if CNMV is of the opinion that the amendment is of minor relevance, which the Management Company will be responsible for documenting.

The Deed of Incorporation of the Fund may also be amended at the request of CNMV.

The Management Company represents that the content of the Deed of Incorporation will not contradict that of the Prospectus and that the Deed of Incorporation will coincide with the draft deed that has been submitted to CNMV as a result of the registration of this Prospectus.

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

It is expected that the Fund will do business from the Date of Incorporation until the Legal Maturity Date of the Fund, i.e., until 20 December 2035, or if such date is not a Business Day, the following Business Day, unless the Fund is early liquidated or cancelled in accordance with the provisions of sections 4.4.3 and 4.4.4 below.

**4.4.3. Early Liquidation of the Fund.**

**4.4.3.1. Mandatory early liquidation of the Fund**

The Management Company shall carry out the early liquidation of the Fund (the "**Early Liquidation of the Fund**") and, thus, the early redemption of the whole (but not part) of the Notes (the "**Early Redemption of the Notes**") if, as stated in article 33 of Law 5/2015, four (4) months have elapsed since the occurrence of an event giving rise to the mandatory replacement of the Management Company due to a declaration of insolvency thereof, or in the event of revocation of the authorisation thereof, in either case without a new management company having been found that is prepared to take over management of the Fund and that is appointed pursuant to section 3.7.2 of the Additional Information.

For the avoidance of doubt, under no circumstances, will the Seller have an obligation to repurchase any of the Receivables in the above event.

To enable the Management Company to carry out any Early Liquidation of the Fund, and therefore, the Early Redemption of the Notes, the Management Company shall sell the Receivables. For this purpose, the Management Company shall request binding bids from, at least, three (3) entities, at its sole discretion, among entities that are active in the purchase and sale of similar assets.

The Management Company may obtain any appraisal report it deems necessary from third party entities in order to assess the value of the Receivables. In any case, the highest bid received will determine the value of the Receivables.

The Seller shall have a pre-emptive right to acquire such Receivables at the time of liquidation, therefore having priority over third parties in acquiring the Receivables.

In order for the Seller to exercise such pre-emptive right, the Management Company shall notify the Seller the terms and conditions (price, form of payment, etc.) of the highest bid received for the Receivables from the three (3) entities referred to above. The Seller will then have a period of five (5) Business Days from the date on which it receives the relevant notification from the Management Company to communicate its decision to exercise or not its pre-emptive right and to communicate the terms of its offer. The offer of the Seller must in any case match the highest bid made by third parties, and the transfer of the Receivables must be completed within fifteen (15) Business Days from the acceptance by the Management Company.

In case that the Seller does not exercise its pre-emptive right, the Management Company shall accept the highest bid received for the Receivables.

The above procedure does not entitle the automatic liquidation of the underlying receivables for the purposes of Article 21.4 of the EU Securitisation Regulation.

The Management Company shall be entitled to sell the Receivables even if the holders of any of the Classes of Notes suffer a loss.

Notice of the liquidation of the Fund will be provided to the CNMV by publishing the appropriate material event (*hecho relevante*) and thereafter to the Noteholders in the manner established in section 4.2.3 of the Additional Information, at least thirty (30) Business Days in advance of the date on which the Early Liquidation is to take place.

#### **4.4.3.2. Early liquidation of the Fund at the Seller's initiative**

Furthermore, the Seller will have the option (but not the obligation) to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) and hence repurchase at its own discretion all outstanding Receivables in any of the following instances:



- (i) at any time, if the aggregate Outstanding Balance of the Receivables falls below 10% of the Outstanding Balance of the Receivables on the Date of Incorporation (the "**Clean-up Call Event**"); or
- (ii) if a Tax Call Event (as this term is defined below) occurs.

**"Tax Call Event"** means any event after the Date of Incorporation as a consequence of which the Fund is or becomes at any time required by law to deduct or withhold, in respect of any payment under any of the Notes, any present or future taxes, levies or governmental charges, regardless of their nature, which are imposed under any applicable legal system or in any country with competent jurisdiction, or for the account of, any political subdivision thereof or government agency authorised to levy taxes.

Clean-up Call Event can only be exercised to the extent that there are sufficient funds to repay back the Rated Notes.

In order for the Seller to exercise any of the options mentioned in paragraph 1) to 2) above, the Seller and the Management Company, as applicable, shall take the following actions:

- (i) the Seller shall provide written notice to the Management Company requesting the Management Company carry out an Early Liquidation of the Fund and an Early Redemption of the Notes and its intention to repurchase the Receivables at their Final Repurchase Price; and
- (ii) the Management Company shall then inform the Rating Agencies in accordance with section 4 of the Additional Information, and the Noteholders giving not less than 30 (thirty) Business Days prior notice by publishing the appropriate material event (*hecho relevante*) with CNMV (the "**Early Redemption Notice**").

The Final Repurchase Price shall form part of the Available Funds and applied in accordance with the Post-Enforcement Priority of Payments contemplated in section 3.4.7.3 of the Additional Information.

For the purpose of this section:

**"Final Repurchase Price"** means the repurchase price of the Receivables which shall be equal to the sum of:

- (i) the Aggregate Outstanding Balance of the Receivables comprised in the Aggregate Portfolio (other than the Defaulted Receivable and Delinquent Receivable) as at the immediately preceding Determination Period; plus
- (ii) for any Defaulted Receivables and Delinquent Receivables, the aggregate Final Determined Amount as at the immediately preceding Determination Period; plus
- (iii) any interest on the repurchased Receivables (other than Defaulted Receivables and Delinquent Receivable) accrued until, and outstanding on the immediately preceding Determination Period.

**"Final Determined Amount"** means:

- (i) in relation to any Delinquent Receivable where payments are past due by up to ninety (90) calendar days as at the Early Redemption Date, the Outstanding Balance of such Delinquent Receivable at the immediately preceding Determination Period minus an amount equal to any IFRS 9 Provisioned Amount for such Delinquent Receivable;
- (ii) in relation to any Defaulted Receivable (whether or not written-off by, or on behalf of, the Issuer) on the Early Redemption Date, the higher of:

- (a) the Defaulted Amount multiplied by the Average Recovery Rate; and
- (b) the Defaulted Amount minus any realised principal recoveries already received by the Issuer.

**“Early Redemption Date”** means the date of the early redemption of the Notes pursuant to section 4.4.3.1 and 4.4.3.2 of this Registration Document, which does not need to be on a Payment Date.

**“IFRS 9 Provisioned Amount”** means, with respect to any Delinquent Receivable on the Early Redemption Date, any amount that constitutes any expected credit loss for such Delinquent Receivable as determined by the Seller in accordance with International Financial Reporting Standard 9 (IFRS 9) (as amended) or any such equivalent financial reporting standard promulgated by the International Accounting Standards Board in order to replace IFRS 9.

**“Average Recovery Rate”** means:

- (i) the arithmetic mean of the realised Principal Recoveries expressed as a percentage of the Defaulted Amount of all Receivables that became Defaulted Receivables during the period from forty-eight (48) months prior to the Early Redemption Date (or the last Determination Date if later) up to thirty-six (36) months prior to the Early Redemption Date; or
- (ii) if less than thirty (30) Receivables became Defaulted Receivables in the period referred under item (i) above, then the same calculation for Receivables that became Defaulted Receivables in the period from the Date of Incorporation up to six (6) months prior to the Early Redemption Date; or
- (iii) if less than thirty (30) Receivables became Defaulted Receivables in the period set out in item (ii) above, 40%.

#### **4.4.4. Cancellation of the Fund.**

Cancellation of the Fund shall take place:

- (i) upon full repayment of the Receivables pooled therein;
- (ii) upon full repayment of all the obligations of the Fund towards its creditors;
- (iii) as a consequence of the completion of the Early Liquidation process established in section 4.4.3.1 and 4.4.3.2 above;
- (iv) upon reaching the Legal Maturity Date; and
- (v) if (i) the provisional credit ratings of the Rated Notes are not confirmed as final prior or on the Disbursement Date; or (ii) if the Management, Placement and Subscription Agreement is fully terminated in accordance with the provisions of section 4.2.3 of the Securities Note.

Upon the occurrence of any of the events described above, the Management Company shall inform the CNMV and the Rating Agencies, in the manner provided for in section 4.2.3 of the Additional Information, and shall initiate the relevant formalities for the cancellation of the Fund.

#### **4.4.5. Actions for the cancellation of the Fund.**

In those scenarios described in sections 4.4.3.1, 4.4.3.2, and 4.4.4 (i) to (iv), the Management Company, on behalf of the Fund, shall take the following actions:

- (i) Cancel those contracts not necessary for the liquidation of the Fund.
- (ii) Apply all the amounts obtained from the disposal of the Receivables and any other asset of the Fund, if any, towards payment of the various obligations, in the form, amount and order of priority established in the Post-Enforcement Priority of Payments described in section 3.4.7.3 of the Additional Information.
- (iii) The Early Redemption of all of the Notes pursuant to section 4.4.3.1 and section 4.4.3.2 above will be made for all outstanding amounts under the Notes on the Early Redemption Date, plus accrued and unpaid interest from the last Payment Date to the date of Early Redemption, less any tax withholding and free of any expenses for the holder. All such amounts will, for all legal purposes, be deemed liquid, due and payable on the Early Redemption Date.
- (iv) Once the Fund has been liquidated and all scheduled payments have been made pursuant to the Post-Enforcement Priority of Payments contemplated in section 3.4.7.3 of the Additional Information, if there is any remainder (including any judicial or notary proceedings pending settlement as a result of non-payment by any Borrower) (all in accordance with the provisions of section 3.7.1 of the Additional Information), such remainder (including the continuation and/or proceeds from such proceedings) will be for the benefit of the Seller.
- (v) In any case, the Management Company, acting on behalf of the Fund, shall not cancel the Fund until it has liquidated the Receivables and any other remaining Fund assets and distributed the Fund's assets, following the Post-Enforcement Priority of Payments provided for in section 3.4.7.3 of the Additional Information.
- (vi) Within six (6) months from the liquidation of the Receivables and any other remaining assets of the Fund and the distribution of the Available Funds, and always prior to the Legal Maturity Date, the Management Company will execute a deed (*acta*) before a notary public declaring: (a) the cancellation of the Fund as well as the grounds for such termination, (b) the procedure followed for notifying the Noteholders and the CNMV, and (c) the terms of the distribution of the Available Funds following the Post-Enforcement Priority of Payments provided for in section 3.4.7.3 of the Additional Information. In addition, the Fund will comply with any such further administrative steps as may be applicable at that time. The Management Company will submit such deed (*acta*) to the CNMV.

Upon the occurrence of the cancellation event set forth in section 4.4.4 (v) above prior to the Disbursement Date, the Fund as well as the issuance of the Notes and the contracts executed by the Management Company on behalf of the Fund shall be terminated, except for the Subordinated Loan Agreement, out of which the incorporation and issue expenses incurred by the Fund shall be paid. In the event of termination of the incorporation of the Fund, and thus the assignment of the Receivables, (i) the obligation of the Fund to pay the price for the acquisition of the Receivables will be extinguished, and (ii) the Management Company will be obliged to reimburse the Seller as regards any rights that may have accrued to the Fund due to the assignment of the Receivables. Such termination shall be immediately reported to CNMV, and upon the expiry of one (1) month from the occurrence of the early cancellation event, the Management Company will execute before a notary public a deed (*acta*) that it will submit to CNMV, Iberclear, AIAF and the Rating Agencies, declaring the termination of the Fund and the grounds therefor.

#### **4.5. Domicile and legal personality of the Issuer; legislation applicable to its operation.**

##### **4.5.1. Domicile of the Fund.**

The Fund has no business address as it has no legal personality. The address of the Fund for all purposes will be considered to be that of the Management Company, which is the following:

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. Juan Ignacio Luca de Tena 9-11, 28027 Madrid, Spain Fund's LEI Code: 94500LAH3RZUM66PE80
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The website of the Management Company is [www.santanderdetitulizacion.com](http://www.santanderdetitulizacion.com).

#### **4.5.2. Legal personality of the Fund.**

According to article 20 of Law 5/2015, the Fund will constitute a separate set of assets and liabilities, lacking legal status, with open-end assets and closed-end liabilities, and the Management Company will be responsible for the incorporation, management and legal representation of the Fund, and in its capacity as manager of a third party's transactions, it will represent and defend the interests of the Noteholders and the financiers of the Fund.

The Fund will only be liable for its obligations vis-à-vis its creditors with its assets. The Fund is not be subject to the Insolvency Law.

#### **4.5.3. Applicable legislation and country of incorporation.**

The Fund will be incorporated and the Notes issued in accordance with the laws of Spain, and specifically in accordance with the legal rules set forth in (i) Law 5/2015 and implementing provisions; (ii) the Securities Market Act; (iii) Royal Decree 878/2015 of 2 October on the registration, clearing and settlement of negotiable securities represented by book entries representations, on the legal regime of the securities central depositories and the central counterparties and the transparency requirements for security issuers admitted to trading on an official secondary market; as amended (the "**Royal Decree 878/2005**"); (iv) Royal Decree 1310/2005; (v) Order of the Ministry of Economy and Finance 3537/2005; and (vi) other legal and regulatory provisions in force and applicable from time to time.

In addition, the requirements set out in the EU Securitisation Regulation shall apply to the Fund and the Notes.

This Prospectus has been prepared in accordance with the Prospectus Regulation and following the forms established in the Prospectus Delegated Regulation.

#### **4.5.4. Tax regime of the Fund.**

The tax regime applicable to the securitisation funds is contained in article 7.1.h) of Law 27/2014 of 27 November of Corporate Income Tax (*Ley 27/2014, de 27 de noviembre, del Impuesto sobre Sociedades*) ("**Law 27/2014**"); article 61.k) of Law 27/2014, as enacted by Royal Decree 634/2015, of July 10 (*Real Decreto 634/2015, de 10 de julio, por el que se aprueba el Reglamento del Impuesto sobre Sociedades*) ("**CIT Regulation**"); article 20.One.18 of Law 37/1992, on Value Added Tax, of December 28 (*Ley 37/1992, de 28 de diciembre, del Impuesto sobre el Valor Añadido*) (the "**VAT Act**") modified by Law 28/2014, of November 27 and article 45.I.B).15 and 20.4 of the Revised Text of the Law on Transfer Tax and Stamp Duty approved by Royal Legislative Decree 1/1993, of September 24 (the "**Transfer Tax and Stamp Duty Act**"); general regulations regarding tax management and inspection courses of action and procedures and developing the common rules of tax application procedures, passed by Royal Decree 1065/2007, of 27 July (*Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por el Real Decreto 1065/2007, de 27 de julio*) ("**General Tax Regulations**"); and the First Additional Provision of Law 10/2014, of 26 June, on regulation, supervision and solvency of credit institutions (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de*

*entidades de crédito*) (“**Law 10/2014**”). The referred regulation essentially defines the following fundamental principles:

- (i) The Fund is exempt from the concept of “Capital Duty” (“*Operaciones Societarias*”) (article 45.I.B.20.4 of the Transfer Tax and Stamp Duty Act).
- (ii) The incorporation and winding up of the Fund is not subject to Stamp Duty Tax (“*Actos Jurídicos Documentados*”).
- (iii) According to article 7.1.h) of Law 27/2014, the Fund is a taxpayer of the Corporate Income Tax. The Fund is subject to the general provisions of the Corporate Income Tax. The amount subject to this tax is calculated in accordance with the provisions of Section IV of Law 27/2014. The general rate in force is twenty five per cent (25%).
- (iv) In this regard, rule 13 of Circular 2/2016 sets forth the criteria through which securitisation funds must carry out the pertaining value adjustments resulting from drops in the value of the financial assets. Article 13.1 of Law 27/2014 states that, the regulation of the Corporate Income Tax (CIT Regulation), will govern 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.
- (v) Notwithstanding, upon the amendment introduced by Royal Decree 683/2017 June 30, in article 9 of the CIT Regulation, the 7th Transitory Provision has been incorporated. According to this Transitory Provision, to the extent the wording of the Circular 2/2016 is not amended in respect of the impairment of the value of debt securities valued at amortized cost included in the securitisation funds referred to in Law 5/2015, the tax deductibility of said impairment provisions will be determined according to the wording of article 9 of the CIT Regulation as drafted in December 31, 2015.
- (vi) Pursuant to article 16.6 of Law 27/2014, the limitation to the tax deductibility of financial expenses shall not be applicable to the Fund.
- (vii) According to article 61.k) of the CIT Regulation, income from mortgage participating units, loans and other Receivables that constitute revenue items for the securitisation funds are not subject to withholding tax.
- (viii) The Fund will be subject to VAT in accordance with the general VAT rules. The management services provided to the Fund by the Management Company will be exempt from VAT, pursuant to the provisions of article 20.One. 18 n) of the VAT Act.
- (ix) The issuance, subscription, transfer, redemption and repayment of the Notes, 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 VAT Act) and Transfer Tax/Stamp Duty (article 45.I.B.15 of the Transfer Tax and Stamp Duty Act).
- (x) The assignment of the Receivables to the Fund is a transaction that is subject to but exempt from VAT in accordance with the provisions of article 20.One.18º e) of the VAT Act.
- (xi) The assignment of the Receivables to the Fund is a transaction that is not subject to Transfer Tax. Likewise, it would not be subject to Stamp Duty as long as the requirements foreseen in article 31.2 of the Transfer and Stamp Duty Act are not fulfilled.
- (xii) The Fund will be subject to the information obligations set forth in the First Additional Provision of Law 10/2014.
- (xiii) The procedure for complying with such information obligations has been developed by the General Tax Regulations.

**4.6. Description of the amount of the Issuer's authorised and issued capital.**

Not applicable.

**5. BUSINESS OVERVIEW**

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

The Issuer is a securitisation fund and, as such, its main activity is (i) to acquire a number of receivables owned by the Originator under consumer loans granted to individuals and legal persons' resident in Spain (the "**Borrowers**") for financing the acquisition of new or used vehicles (the "**Loans**"), assigned by the Originator to the Fund (the "**Receivables**"), and (ii) to issue asset-backed notes (the "**Notes**") the subscription for which is designed to finance (a) the acquisition of the Receivables, and (b) the set-up of the Cash Reserve up to the Target Cash Reserve Amount.

The proceeds from interest (ordinary and default) and repayments of the Loans received by the Fund are allocated on each Payment Date to the payment of interest and repayment of principal of the Notes in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information.

In addition, the Fund, represented by the Management Company, will agree to a number of financial transactions and the provision of services in order to strengthen the financial structure of the Fund, to increase the security and regularity of the payment of the Notes, to cover the temporary mismatches in the schedule for flows of principal and interest on the Receivables and on the Notes or, in general, enable the financial transformation which takes place in the Fund between the financial characteristics of the Loans and the Notes.

**6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES**

**6.1. Legal Person of the Management Company**

Pursuant to the provisions of Law 5/2015, securitisation funds are not separate legal entities, and securitisation fund management companies are entrusted with the incorporation, management and legal representation of these funds, as well the representation and defense of the interests of the holders of the securities issued on the basis of the funds they administer and of the financiers thereof.

By virtue of the foregoing, this section presents information regarding SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. in its capacity as Management Company creating, administering and representing SANTANDER CONSUMER SPAIN AUTO 2019-1, FONDO DE TITULIZACIÓN.

**6.1.1. Corporate name and business address**

Corporate name:	SANTANDER DE TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A.
Business address:	Juan Ignacio Luca de Tena 9-11, 28027 Madrid
Tax Identification Number (NIF):	A-80481419
C.N.A.E. number	8199
LEI Code	9845005A96P591A00F75

### **6.1.2. Incorporation and registration in the Commercial Registry, as well as data relating to the administrative authorizations and registration in the CNMV**

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. was organised by means of a public deed (*escritura pública*) granted on 21 December 1992, before the Notary of Madrid, Mr Francisco Mata Pallarés with number 1,310 of his public records, with the prior authorisation of the Ministry of Economy and Treasury provided on 1 December 1992.

It is registered with the Commercial Registry of Madrid at Volume 4789, Sheet 75, Page M-78658, Entry 1. It is also registered in the Special Registry of the CNMV, under number 1.

In addition, the Management Company, amongst others:

- (i) amended its Bylaws by resolution of its Board of Directors adopted on 15 June 1998, notarised in a public deed (*escritura pública*) granted on 20 July 1998 before the Notary of Madrid, Mr Roberto Parejo Gamir, with number 3,070 of his public records, in order to adapt to the requirements established for Asset Securitisation Fund Management Companies by Royal Decree 926/1998. This amendment was approved by the Ministry of Economy and Treasury on 16 July, 1998, pursuant to the provisions of the Single Transitory Provision of the aforementioned Royal Decree 926/1998;
- (ii) changed its registered to "SANTANDER DE TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A.", by virtue of a public deed (*escritura pública*) granted on 8 March 2004 before the Notary of Madrid, Mr José María Mateos Delgado with number 622 of his public records. It is registered with the Commercial Registry of Madrid at Volume 4789, Sheet 93, Page M-78658, Entry 30;
- (iii) amended its Bylaws to assume the management and representation of Banking Assets Funds by means of a public deed (*escritura pública*) granted on 20 December 2013 before the Notary of Madrid, Mr Jose Maria Mateos Delgado with number 4,789 of his public records;
- (iv) amended its Bylaws on 23 June 2016 pursuant to a capital increase of its share capital up to one million and fifty euros (€1,000,050) authorised by its Shareholders' General Meeting, complying with the new requirements of article 29.1.d) of Law 5/2015; and
- (v) changed its business address to the current one by virtue of a public deed (*escritura pública*) granted on 7 March 2019 before the Notary of Madrid, Mr. José María Mateos Salgado with number 923 of his public records.

The duration of the Management Company is indefinite, in the absence of grounds for the dissolution thereof under law or its Bylaws.

### **6.1.3. Brief description of the Management Company's principal activities**

As required by law, article 2 of the Management Company's Bylaws states that: "the company shall have as its exclusive purpose the organisation, management and legal representation of (i) Mortgage Securitisation Funds upon the terms of article 6 of Law 19/1992, of 7 July, on the Rules for Real Estate Investment Companies and Funds and on Mortgage Securitisation Funds; (ii) Asset Securitisation Funds, in accordance with the provisions of article 12, point 1, of Royal Decree 926/1998 of 14 May, regulating Asset Securitisation Funds and Securitisation Fund Management Companies; and (iii) Banking Assets Funds (FAB) in accordance with the terms of Chapter IV of Royal Decree 1559/2012 of 15 November setting the legal framework for Asset Management Companies. As a manager of third party businesses, it is responsible for the representation and defense of the interests of the holders of the securities issued based on the Funds it administers and the other unsecured creditors, as well as the performance of to the other duties vested in

Securitisation Fund management companies by the laws applicable to securitisation funds and banking assets funds.”

On April 2 2014, the Executive Committee of the CNMV approved the amendment of article 2 of the bylaws of SANTANDER DE TITULIZACIÓN S.G.F.T. S.A. for the purpose of ratifying its authorisation to undertake the management and representation of Banking Assets Funds, as currently established by such article. This amendment to the bylaws was approved by the shareholders at its Shareholders’ General Meeting of 13 December 2013 and raised to the status of public document by means of a public deed (escritura pública) granted on 20 December 2013 before the Notary of Madrid, Mr Jose Maria Mateos Delgado with number 4,789 of his public records. The shareholders’ resolution was filed with the corresponding Commercial Registry, and registration was carried out by the corresponding Registrar on 2 June 2014 at Volume 4,789, Page 116, Section 8, Sheet M-78658, Entry 58.

The total assets managed by the Management Company as of 30 September 2019 are as follows:





FONDOS DE TITULIZACION HIPOTECARIA						
FUNDS	SERIES	PRINCIPAL OUTSTANDING BALANCE PER SERIE	NOMINAL INTEREST	RATING AGENCY	DATE OF INCORPORATION	PRINCIPAL INITIAL BALANCE PER SERIE
FTH UCI 10	Serie A	84,065,835.70 €	Euribor 3M + 0.160%	S&P	14/05/2004	700,000,000.00 €
	Serie B	5,365,903.20 €	Euribor 3M + 0.500%			
		<b>89,431,738.90 €</b>				
FTH UCI 12	Serie A	176,452,739.52 €	Euribor 3M + 0.150%	S&P	30/05/2005	900,000,000.00 €
	Serie B	9,000,000.00 €	Euribor 3M + 0.270%			
	Serie C	23,800,000.00 €	Euribor 3M + 0.600%			
Total		<b>299,252,739.52 €</b>				
	TOTAL FTH	<b>299,252,739.52 €</b>				<b>1,600,000,000.00 €</b>
	TOTAL (FTH+FTA)	<b>26,457,684,250.99 €</b>				<b>61,320,000,010.22 €</b>

#### 6.1.4. Audit

The annual accounts of the Management Company, for the years ended 31 December 2018 and 31 December 2017 have been audited by PRICEWATERHOUSECOOPERS AUDITORES, S.L.

#### 6.1.5. Share Capital

##### 6.1.5.1. Nominal amount subscribed and paid-up

The share capital of the Management Company is one million and fifty Euro (€1,000,050), represented by fifteen thousand (15,000) registered shares having a nominal value of sixty-six Euro and sixty-seven Cent (€66.67) each, numbered consecutively from one (1) to fifteen thousand (15,000), both inclusive, all fully subscribed and paid up.

##### 6.1.5.2. Share classes

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

In accordance with the Sixth Transitory Provision of Law 5/2015, the Management Company has complied with the requirements of article 29.1.d) of Law 5/2015, by decision of its Shareholders' General Meeting adopted on 23 June 2016. In accordance with the Sixth Transitory Provision of Law 5/2015, the Management Company has complied with the requirements of article 29.1.d) of Law 5/2015, by decision of the General Meeting adopted on 23 June 2016.

#### 6.1.6. Legal Person

The Management Company is an entity registered with and supervised by CNMV.

The governance and management of the Management Company are entrusted by its Bylaws to the shareholders acting at a Shareholders' General Meeting and to the Board of Directors. The powers of such bodies are those corresponding under the provisions of the Capital Companies Act and Law 5/2015, as regards the corporate purpose.

#### 6.1.7. Directors

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

<u>Chairman:</u>	Mr. José García Cantera
<u>Directors:</u>	Mr. Javier Cuenca Carrión Mr. Iñaki Reyero Arregui Mr. José Antonio Soler Ramos Mr. Javier Antón San Pablo Mr. Oscar Burgos Izquierdo Mr. Pablo Roig Garcia-Bernalt
<u>Non-Director Secretary:</u>	Mrs. María José Olmedilla González

### 6.1.7.1. **General Management**

The General Manager of the Management Company is Mr. Iñaki Reyero Arregui.

### 6.1.7.2. **Main activities of the persons referred to in paragraph (i) above which are performed outside of the Management Company if such activities are significant in relation to the Fund**

Name	Activity performed	Relationship under which activity is performed	Company through which the activity is provided	Position or functions held or performed in relation to the Company in question	Position or functions in Banco Santander	Position or functions in Santander Consumer
José García Cantera	Banking	Employee	Santander Investment, SA	Chairman	General Director	
	Banking		Bank Zachodni WBK, SA	Member of the Supervisory Board		
Javier Antón San Pablo	Banking	Employee	Santander Consumer Finance Benelux B.V.	Member of the Supervisory Board		Director
			Santander Consumer Bank AS	Board Member		
			Santander Consumer Bank S.A.	Chairman		
			Santander Consumer (UK) plc.	Board Member		
Javier Cuenca Carrión	Banking	Employee	Santander Tecnología.	Board Member	Director	
			Santander Operaciones			
			Santander Factoring & Confirming			
			Santander Leasing & Renting.			
Iñaki Reyero Arregui	Banking	Employee	Redsys	Board Member		
José Antonio Soler Ramos	Financial Intermediation	Employee	Open Bank, S.A.	Board member	General Subdirector	
Oscar Burgos Izquierdo	Banking	Employee	Altamira Santander Real Estate S.A.	Board Chairman	Director	
			Luir 6 S.A.U.	Board Chairman		
			Aliseda Real Estate S.A.U.	Board Chairman		
			SIVASA	Board Chairman		
			Recovery Team S.L.	Board Chairman		
Pablo Roig García-Bernalt	Financial Intermediation	Employee			Director	

The persons listed in this section are not direct or indirect holders of any shares, debentures or other securities giving the holder thereof the right to acquire shares of the Management Company.

The professional address of all the persons mentioned in this section 6.1.e) is the following:

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A.  
 Juan Ignacio Luca de Tena 9-11,  
 28027 Madrid, Spain  
 LEI Code: 9845005A96P591A00F75

### 6.1.8. **Entities from which the Management Company has borrowed more than ten percent (10%)**

The Management Company has not received any loan or credit facility from any person or entity.

### 6.1.9. **Significant litigations and conflicts**

As at the date of registration of this Prospectus, the Management Company is not involved any situation of insolvency and there is no significant litigation or dispute that may affect its

financial-economic situation or hereafter affect its ability to carry out the duties of management and administration of the Fund, as established in this Prospectus.

#### 6.1.10. Economic information relating to the Management Company

The Management Company keeps its books in accordance with the General Chart of Accounts (*Plan General Contable*) approved by Royal Decree 1514/2007 of 16 November.

Information from the audited balance sheet and income statement for fiscal years 2016, 2017 and 2018, are provided below.

	31/12/2016 (Thousand EUR)	31/12/2017 (Thousand EUR)	31/12/2018 (Thousand EUR)	30/06/2019 (Thousand EUR)
<b>Equity</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>
Capital	1,000	1,000	1,000	1,000
Reserves	4,000	4,000	4,000	4,000
<b>Trading results-Profit</b>	<b>640</b>	<b>996</b>	<b>1,167</b>	<b>2,645</b>
<b>Total Equity</b>	<b>5,640</b>	<b>5,996</b>	<b>6,167</b>	<b>7,645</b>

The Management Company' total equity and share capital are sufficient to carry on its business as required by Article 29.1 d) of Law 5/2015.

## 7. PRINCIPAL SHAREHOLDERS OF THE MANAGEMENT COMPANY

- (i) The ownership of the shares of the Management Company is distributed among the companies listed below, with a statement of the percentage interest in the share capital of the Management Company belonging to each of them:

SHAREHOLDERS	SHARE CAPITAL %
SANTANDER INVESTMENT, S.A.	19%
BANCO SANTANDER, S.A.	81%

- (ii) Description of the nature of such control and measures taken in order to ensure that such control is not abused.

For the purposes of article 5 of the Securities Market Act, SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is part of the SANTANDER Group in accordance with article 42 of the Commercial Code.

- (i) In accordance with article 29.1.j) of Law 5/2015, the Management Company adheres to the Santander Group's General Code of Conduct, which can be viewed on its website:

[http://www.santander.com/csgs/Satellite/CFWCSancomQP01/es\\_ES/Corporativo/Accionistas-e-Inversores/Gobierno-corporativo/Codigos-de-conducta.html](http://www.santander.com/csgs/Satellite/CFWCSancomQP01/es_ES/Corporativo/Accionistas-e-Inversores/Gobierno-corporativo/Codigos-de-conducta.html)

- (ii) The Code of Conduct in the Securities Markets, which can be viewed on its website and on CNMV's website:

<http://cnmv.es/portal/Consultas/EE/ReglamentosInternosConducta.aspx?nif=A-39000013>

**8. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION, AND PROFITS AND LOSSES**

**8.1. Statement regarding the commencement of operations and financial statements of the Issuer prior to the date of the Registration Document**

The Management Company declares that as at the date of registration of this Registration Document, the Fund has not yet been incorporated and, therefore, has not commenced operations, nor has drawn up any financial statements.

**8.2. Historical financial information where an issuer has commenced operations and financial statements have been prepared**

Not applicable.

**8.2.a Historical financial information on issues of asset-backed securities having a denomination per unit of at least € 100,000**

Not applicable.

**8.3. Legal and arbitration proceedings**

Not applicable.

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

Not applicable.

**9. DOCUMENTS AVAILABLE**

The following documents (or a copy thereof) shall be on display during the period of validity of this Registration Document and/or throughout the life of the Fund:

- (a) This Prospectus.
- (b) The Deed of Incorporation of the Fund and the Master Sale and Purchase Agreement.
- (c) The deed (*acta notarial*) of disbursement of the Notes.
- (d) The Special Securitisation Report on the Preliminary Portfolio from which the Receivables transferred to the Fund will be taken, as issued by Ernst & Young Servicios Corporativos, S.L. for the purposes of article 22 of the EU Securitisation Regulation.
- (e) The letter from Santander Consumer taking responsibility jointly with the Management Company, for the Securities Note (including the Additional Information).
- (f) Letters disclosing final ratings to the Notes issued by DBRS and Fitch.
- (g) The letter by the Management Company addressed to the CNMV formally requesting the exemption from the obligation to provide such special securitization report to the CNMV in line with article 22.1.c) of Law 5/2015.

A copy of all the aforementioned documents may be consulted, except for the Special Securitisation Report on the Preliminary Portfolio, at the website of the Management Company ([www. https://www.santanderdetitulizacion.com](https://www.santanderdetitulizacion.com)). The Special Securitisation Report on the Preliminary Portfolio can be consulted at the website of the SR Repository, while no SR Repository has been registered and appointed by the Reporting Entity, in the

external website <https://editor.eurodw.eu/>, as explained in section 4.2.1 (iv) of the Additional Information.

A copy of the Prospectus will be available to the public on the web page of the CNMV ([www.cnmv.es](http://www.cnmv.es)) and on the web page of AIAF ([www.aiaf.es](http://www.aiaf.es)).

Information and reports required under the EU Securitisation Regulation and their processes of reporting are described in section 4.2.1 (iv) of the Additional Information.

**SECURITIES NOTE FOR WHOLESALE NON-EQUITY SECURITIES  
(Annex 15 of the Prospectus Delegated Regulation)**

**1. PERSONS RESPONSIBLE. THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL.**

**1.1. Persons responsible for the information contained in the Securities Note**

Mr. Iñaki Reyero Arregui, acting in his capacity of General Manager of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A., with business address at: Juan Ignacio Luca de Tena 9-11, 28027 Madrid (Spain), assumes responsibility for the information contained in this Securities Note and in the Additional Information.

Mr. Iñaki Reyero Arregui acts in his capacity of General Manager of the Management Company and exercises the powers that were expressly conferred to him for the incorporation of the Fund by the Board of Directors of the Management Company at its meeting held on 15 July 2019. SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is the promoter of SANTANDER CONSUMER SPAIN AUTO 2019-1, FONDO DE TITULIZACIÓN and will be responsible for the legal management and representation thereof in accordance with article 26 of Law 5/2015.

In addition, SANTANDER CONSUMER, E.F.C., S.A., with business address at: Avenida de Cantabria s/n, 28660 Boadilla del Monte (Madrid), assumes responsibility for the information contained in the Securities Note and the Additional Information.

**1.2. Statement granted by those responsible for the Securities Note and the Additional Information**

Mr. Iñaki Reyero Arregui, in the name and on behalf of the Management Company, states that, after having taken all reasonable care to ensure that such is the case, the information contained in this Securities Note and in the Additional Information is, to the best of his knowledge and belief, in accordance with the facts and does not omit anything likely to affect its import.

Santander Consumer declares that, to the best of its knowledge, and having taken all reasonable care to ensure that such is the case, the information contained in the Securities Note and the Additional Information is in accordance with the facts and does not omit anything likely to affect its import.

**1.3. Statement attributed to a person as an expert**

Not applicable.

**1.4. Information provided by a third party**

No information sourced from a third party is included in the Securities Note.

**1.5. Competent authority approval**

- (a) This Prospectus (including this Securities Note) has been approved by the CNMV as competent authority under the Prospectus Regulation.
- (b) CNMV has only approved this Prospectus (including this Securities Note) as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.

- (c) The abovementioned approval should not be considered as an endorsement of the quality of the Notes that are the subject of this Prospectus.
- (d) Investors should make their own assessment as to the suitability of investing in the Notes.

## **2. RISK FACTORS**

The specific risk factors regarding the Receivables and the Notes are those described in sections 1.1 and 1.2, respectively, of the document incorporated at the beginning of this Prospectus under the heading "RISK FACTORS".

## **3. ESSENTIAL INFORMATION**

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

- **Santander de Titulización, S.G.F.T., S.A.** ("**Management Company**") participates as the Management Company of the Fund.

In addition, the Management Company shall be liable (together with the Originator) for the fulfilment of the disclosure obligations under article 7 of the EU Securitisation Regulation and the applicable legislation, without prejudice to the appointment of the Originator as the Reporting Entity in charge of the fulfilment of those disclosure obligations as set forth in section 4.2.1 of the Additional Information.

Santander de Titulización S.G.F.T., S.A. is a securitisation fund management company incorporated in Spain with business address at: Juan Ignacio Luca de Tena 9-11, 28027 Madrid (Spain), and with Tax Identification Number (NIF) A-80481419; a brief description of this company and of its duties is provided in section 6 of the Registration Document and section 3.7.2 of the Additional Information.

Santander de Titulización S.G.F.T., S.A. is registered with the Commercial Registry of Madrid at Volume 4,789, Sheet 75, Page M-78658, 1st entry. Likewise, it is also registered in the special register of the CNMV, under number 1.

The Management Company has not been assigned any credit rating by rating agencies.

The LEI Code of the Management Company is 9845005A96P591A00F75.

- **Santander Consumer, E.F.C., S.A.** ("**Santander Consumer**"), a member of the Santander Consumer Group, participates as (i) Seller or Originator of the Receivables to be acquired by the Fund; (ii) Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information; (iii) a counterparty to the Subordinated Loan Agreement and, if applicable, the Seller Loan; (iv) a Depositor Entity of the Commingling Reserve; and (v) Subscriber of part of the Class B Notes, and Subscriber of Class C Notes, Class D Notes, Class E Notes and Class F Notes not placed among qualified investors by the Lead Manager. Santander Consumer, as Originator, has also been designated as Reporting Entity responsible for submitting the information required by article 7 of the EU Securitisation Regulation.

Santander Consumer shall assign to the Fund by means of an assignment the title of the underlying Receivables. Such assignment of the title to the Fund shall not be subject to severe clawback provisions in the event of the Originator's insolvency.



Santander Consumer, in its capacity as Originator, will: (i) retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (c) of article 6(3)(c) of the EU Securitisation Regulation as described in section 3.4.3.1 of the Additional Information; (ii) not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation and the applicable legislation; and (iii) procure that any change to the manner in which such retained interest is held in accordance with paragraph (ii) above will be notified to the Management Company to be disclosed in the Investors Report.

In addition, Santander Consumer, as Originator, shall be liable (together with the Management Company) for the fulfilment of the disclosure obligations under article 7 of the EU Securitisation Regulation and the applicable legislation, without prejudice to its appointment as the Reporting Entity in charge of the fulfilment of those disclosure obligations as set forth in section 4.2.1 of the Additional Information.

Santander Consumer is a Spanish credit institution with business address at: Avenida de Cantabria s/n, 28660 Boadilla del Monte (Madrid) and with Tax Identification Number (NIF) A-79082244. It is registered in the Register of the Bank of Spain under the number 8236.

Santander Consumer has not been assigned any credit rating by rating agencies.

The LEI Code of Santander Consumer is 549300K0MCEQLLRYS435.

- **Santander Consumer Finance, S.A. ("SCF")**, a member of the Santander Consumer Group, participates as (i) Subscriber of Class A Notes and part of the Class B Notes, (ii) the Fund's counterparty to the Reinvestment Agreement for the Fund Accounts; and (iii) Back-Up Servicer Facilitator.

SCF is a Spanish credit institution with business address at: Ciudad Grupo Santander Avenida de Cantabria s/n 28660 Boadilla del Monte (Madrid) and with Tax Identification Number (NIF) A-28122570. It is registered in the Register of the Bank of Spain under the number 0224.

SCF is a leading consumer finance company present in 15 European Countries. It is fully owned by Santander, one of the largest financial groups worldwide. Since December 2002, SCF has been the head of a European corporate group, consisting mainly of financial institutions, which engages in commercial banking, consumer finance, operating and finance leasing, full-service leasing and other activities. As of 31 December 2018, the Group had 284 branches distributed throughout Europe, 62 of which were located in Spain. Besides its role as a holding entity, SCF has certain financial activity (i.e. credit cards and personal loans).

The latest credit ratings made public by the rating agencies Fitch, Moody's and Standard & Poor's, respectively, for the unsubordinated and unsecured short and long term debt of SCF are the following:

- Fitch Ratings España, S.A.: A- (long term) and F2 (short term), with a stable outlook; date 9 November 2018.
- Moody's Investors Service España, S.A.: A2 (long term) and P-1 (short term), with a stable outlook; date: 17 April 2018.
- Standard & Poor's: A- (long term) and A-2 (short term), with a stable outlook; date: 6 April 2018.

SCF is the parent company of the financial group with the same name and is the owner of 100% of the share capital of Santander Consumer.

The LEI Code of SCF is 5493000LM0MZ4JPMGM90.

- **Banco Santander, S.A. ("Banco Santander")** participates (i) as Arranger; (ii) Lead Manager under the Management, Placement and Subscription Agreement; (iii) Paying Agent; (iv) Swap Counterparty; and (v) Swap Calculation Agent.

In its capacity as Arranger, and upon the terms set forth in article 35.1 of Royal Decree 1310/2005, it receives the mandate of the Management Company in order to direct operations concerning the design of the temporary and commercial financial conditions of the issue, as well as the coordination with subscribers.

In its capacity as Lead Manager, Banco Santander has agreed on a best efforts basis and upon the satisfaction of certain conditions precedent to procure subscription for and/or placement of the Class C Notes, Class D Notes, Class E Notes and Class F Notes during the Subscription Period.

Banco Santander is a Spanish credit institution with business address at: Paseo de Pereda 9-12, 39004 Santander, and with its operational headquarters located at: Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte (Madrid), with Tax Identification Number (NIF) A-39000013 and C.N.A.E. (Spanish National Classification of Economic Activities) no. 651.

The LEI Code of Banco Santander is 5493006QMFDDMYWIAM13.

The current credit ratings assigned by the rating agencies to the unsubordinated and unsecured short and long term debt of Banco Santander are as follows:

- DBRS: A (High) (Long-Term Issuer Rating) and R-1 (Middle) (Short-Term Issuer Rating) (confirmed both in December 2018) with a stable outlook.
  - FITCH RATINGS ESPAÑA, S.A.U.: A- (long-term) and F2 (short-term) (confirmed both in July 2019) with a stable outlook.
  - MOODY'S INVESTORS SERVICE ESPAÑA, S.A.: A2 (long-term) and P-1 (short-term) (confirmed both in October 2018) with a stable outlook.
  - SCOPE RATINGS AG: AA- (long-term) and S-1+ (short-term) (confirmed both in April 2019) with a stable outlook.
  - STANDARD & POOR'S CREDIT MARKETS SERVICES EUROPE LIMITED, SUCURSAL EN ESPAÑA: A (long-term) and A-1 (short-term) (confirmed both in April 2018) with a stable outlook.
- **DBRS Ratings GmbH, Branch in Spain ("DBRS")** intervenes as credit rating agency rating Class A Notes, Class B Notes, Class C Notes, and Class D Notes.

DBRS is a rating agency with place of business at Neue Mainzer Straße 75, 60311 Frankfurt am Main Deutschland. Amtsgericht Frankfurt am Main, HRB 110259, Germany. The Branch in Spain is domiciled at Calle del Pinar, 5, 28006 Madrid, Spain.

DBRS was registered and authorised by the ESMA on 14 December 2018 as a credit rating agency in the European Union pursuant to the terms of the CRA Regulation. Its LEI Code is 54930033N1HPUEY7I370.

- **Fitch Ratings España, S.A.U. ("Fitch")** intervenes as credit rating agency rating Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes.

Fitch is a credit rating agency with business address at Avenida Diagonal, 601, Planta 2, 08028 Barcelona, Spain and with Tax Identification Number (NIF) A-58090655 and is registered with the Commercial Registry of Barcelona at Volume 41890, Section 2, Sheet 174, Page B-97779, Entry 1<sup>st</sup>.

Fitch was registered and authorised by the ESMA on 31 October 2011 as a credit rating agency in the European Union pursuant to the terms of CRA Regulation. Its LEI Code is 213800RENFIIODKETE60.

- **Ernst & Young Servicios Corporativos, S.L. ("EY")** participates as independent company for the verification of a series of attributes of the assignable portfolio of Loans of the Fund and the fulfilment of the Eligibility Criteria, for the purposes of complying with the provisions of EU Securitisation Regulation. In addition, EY has verified the accuracy of the data disclosed in the stratification tables included in section 2.2.2.1 of the Additional Information, and the CPR tables included in section 4.10 of the Securities Notes. ("**Special Securitisation Report on the Preliminary Portfolio**")

EY is a limited liability company with business address at: Raimundo Fernandez Villaverde, 65, 28003, Madrid, with Tax Identification Number (NIF) A-78970506; it is registered in the Official Register of Auditors of Accounts (R.O.A.C.) under the number S0530.

- **PricewaterhouseCoopers Auditores, S.L. ("PwC")** participates as auditor of the Fund.

PwC is a limited liability company with business address at: Madrid, Paseo de la Castellana 259, with Tax Identification Number (NIF) B-79031290; it is registered in the Official Register of Auditors of Accounts (R.O.A.C.) under the number S0242 and is registered with the Commercial Registry of Madrid in Volume 9.267, Section 8,054, Sheet 75, Page M-87,250, Entry 1.

- **Cuatrecasas, Gonçalves Pereira S.L.P. ("Cuatrecasas")** acts as legal adviser in respect of the transaction structure and has revised the tax regime of the Fund established in section 4.5.4 of the Registration Document, and issues the legal opinion required under article 20.1 of the EU Securitisation Regulation.

Cuatrecasas is a limited liability professional company incorporated in Spain, with Tax Identification Number B-59942110, registered office at: Paseo de Gracia, 111 - 08008 Barcelona and registered in the Commercial Registry of Barcelona at Volume 40,693, folio 168, sheet number B-23,850.

- **Allen & Overy** participates as legal advisor of the Arranger and the Lead Manager and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger and the Lead Manager.

Allen & Overy has its registered office at: Calle Serrano, 73, 28006, Madrid and Spanish Tax Identification Number N-0067503-C.

- **Prime Collateralised Securities (PCS) UK Limited ("PCS" or the "Third Party Verification Agent (STS)")** shall: (i) act as a verification agent authorised under article 28 of the EU Securitisation Regulation, in connection with an assessment of the compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**STS Verification**"). PCS has obtained authorisation as a third party verification

agent as contemplated in article 28 of EU Securitisation Regulation. And shall prepare an assessment of compliance of the Notes with the relevant provisions of article 243 and article 270 of the CRR ("**CRR Regulation**") (the "**CRR Assessment**" and together with the STS Verification, the "**PCS Assessments**").

PCS has its business address at: 40 Gracechurch Street, London EC3V 0BT.

- **Intex Solutions, Inc. ("INTEX")** shall provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation.

INTEX has its registered office at: 41 Lothbury Street, London EC2R 7HG.

- **Bloomberg Finance LP ("Bloomberg")** shall provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation.

Bloomberg has its registered office at: 731 Lexington Avenue New York, NY 10022 United States.

Both INTEX and Bloomberg shall provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation.

- **EuropeanDataWarehouse ("EDW")** is a company created with the support of the European Central Bank, founded and governed by market participants. It operates as a service company to respond to the need to providing information to investors in asset-backed securities.

EDW has its business address at: Walther-von-Cronbert, Platz 2, 60593 Frankfurt am Main (Germany), and Tax Identification Number 045 232 57900.

The LEI Code of EDW is 529900IUR3CZBV87LI37.

EDW has been appointed by the Management Company, on behalf of the Fund, as provider of the website which conforms to the requirements set out in article 7.2 of the EU Securitisation Regulation and, when registered by ESMA as securitisation repository in accordance with articles 10 and 12 of the EU Securitisation Regulation, as securitisation repository to satisfy the reporting obligations under article 7 of the EU Securitisation Regulation.

In this regard, EDW has stated its intention to become registered as a securitisation repository authorised and supervised by ESMA.

However, as of the date of registration of this Prospectus, no official securitisation repository has been named or registered with ESMA in accordance with article 10 and 12 of EU Securitisation Regulation.

For the purposes of article 5 of the Securities Markets Act, BANCO SANTANDER, S.A., SANTANDER CONSUMER, E.F.C. S.A., SANTANDER CONSUMER FINANCE, S.A. and SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. form part of the Santander Group.

DBRS has a 7.00% interest in the share capital of EDW.

There is no knowledge of the existence of any other relationship involving direct or indirect ownership or control between the aforementioned legal persons that participate in the securitisation transaction.

In addition, it should be noted that certain parties to the transaction have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Fund, the Seller or its affiliates and the Management Company in the ordinary course of business. Other parties to the transaction may also perform multiple roles. Accordingly, conflicts of interest may exist or may arise as a result of parties having previously engaged or in the future engaging in transactions with other parties, having multiple roles or carrying out other transactions for third parties. The parties to the transaction may be replaced by one or more new parties. It cannot be excluded that such a new party could also have a potential conflicting interest, which might ultimately have a negative impact on the ability of the Fund to perform its obligations in respect of the Notes.

In particular, the Arranger and the Lead Manager and its affiliates may play various roles in relation to the offering of the Notes.

The Arranger and the Lead Manager may assist clients and counterparties in transactions related to the Notes (including assisting clients in future purchases and sales of the Notes and hedging transactions). The Arranger and the Lead Manager expect to earn fees and other revenues from these transactions.

Accordingly, conflicts of interest may exist or may arise as a result of parties to this transaction: (a) having previously engaged or in the future engaging in transactions with other parties to the transaction; (b) having multiple roles in this transaction; and/or (c) carrying out other roles or transactions for third parties.

### **3.2. The use and estimated net amount of the proceeds**

The amount of the issuance of Class A Notes, Class B Notes, Class C Notes, Class D Notes, and Class E Notes will be used by the Fund to pay, inter alia, the purchase price of the Initial Receivables. The amount of the issuance of Class F Notes will be used to partially fund the Cash Reserve and partially the acquisition of the Initial Receivables.

The estimated net amount of the proceeds from the issue of the Notes is around FIVE HUNDRED FIFTY-FIVE MILLION FIVE HUNDRED THOUSAND EUROS (€555,500,000).

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

### **4.1. Total amount of the securities being admitted to trading**

The total of the Notes issued amounts to FIVE HUNDRED FIFTY-FIVE MILLION FIVE HUNDRED THOUSAND EUROS (€555,500,000) represented by FIVE THOUSAND FIVE HUNDRED FIFTY-FIVE (5,555) Notes each with a face value of ONE HUNDRED THOUSAND EUROS (€100,000), distributed into six (6) classes of Notes (A, B, C, D, E, and F), distributed as indicated below in section 4.2.

### **4.2. Description of the type and the class of the securities being offered and admitted to trading and ISIN. Note Issue Price and Underwriting and Placement of the Notes. Description of the type and class of the securities.**

#### **4.2.1. Description of the type and the class of the securities being admitted to trading and ISIN**

The Notes will have the legal nature of negotiable fixed-income securities with a specified yield, and are subject to the rules established in the Securities Market Act and the Regulations in implementation thereof, and are issued pursuant to Law 5/2015. The Notes are redeemable through early redemption or upon final maturity, and will be distributed as follows:

- Class A, with ISIN code ES0305442008, having a total nominal amount of FOUR HUNDRED AND FORTY MILLION EUROS (€440,000,000), made up of FOUR THOUSAND FOUR HUNDRED (4,400) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book-entries (the “**Class A**” or “**Class A Notes**”);
- Class B, with ISIN code ES0305442016, having a total nominal amount of FIFTY-SEVEN MILLION SEVEN HUNDRED THOUSAND EUROS (€57,700,000), made up of FIVE HUNDRED AND SEVENTY SEVEN (577) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book-entries (the “**Class B**” or “**Class B Notes**”);
- Class C, with ISIN code ES0305442024, having a total nominal amount of TWENTY-SEVEN MILLION EIGHT HUNDRED THOUSAND EUROS (€27,800,000), made up of TWO HUNDRED AND SEVENTY-EIGHT (278) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book-entries (the “**Class C**” or “**Class C Notes**”);
- Class D, with ISIN code ES0305442032, having a total nominal amount of TEN MILLION EUROS (€10,000,000), made up of ONE HUNDRED (100) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book-entries (the “**Class D**” or “**Class D Notes**”);
- Class E, with ISIN code ES0305442040, having a total nominal amount of TEN MILLION EUROS (€10,000,000), made up of ONE HUNDRED (100) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book-entries (the “**Class E**” or “**Class E Notes**”); and
- Class F, with ISIN code ES0305442057, having a total nominal amount of TEN MILLION EUROS (€10,000,000), made up of ONE HUNDRED (100) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book-entries (the “**Class F**” or “**Class F Notes**”).

#### **4.2.2. Note Issue price**

The Notes are issued at 100 per cent of their face value. The issue price of each Note in Classes A, B, C, D, E and F shall be ONE HUNDRED THOUSAND EUROS (€100,000.00) per Note, free of taxes and subscription costs for the subscriber through the Fund.

The expenses and taxes inherent to the Note issue shall be borne by the Fund.

#### **4.2.3. Underwriting and Placement of the Notes.**

The Management Company, in the name and on behalf of the Fund, shall enter into a management, placement and subscription agreement with SCF, Santander Consumer and Banco Santander on the Date of Incorporation (the “**Management, Placement and Subscription Agreement**”).

In accordance with the Management, Placement and Subscription Agreement:

- SCF will subscribe the total amount of Class A Notes and part of the Class B Notes. SCF will not receive any fee as consideration for the subscription of the Notes.
- Santander Consumer will subscribe part of the Class B Notes and will subscribe the Class C Notes, Class D Notes, Class E Notes and Class F Notes not placed among qualified investors by the Lead Manager. Santander Consumer will not receive any fee as consideration for the subscription of the Notes.

- The Lead Manager will, on a best efforts basis and upon the satisfaction of certain conditions precedent, procure subscription for and/or place the Class C Notes, Class D Notes, Class E Notes and Class F Notes during the Subscription Period with qualified investors for the purposes of article 39 of Royal Decree 1310/2005. No underwriting commitment by the Lead Manager is agreed in the Management, Placement and Subscription Agreement.

The obligations of the Lead Manager under the Management, Placement and Subscription Agreement are subject to the fulfilment of several conditions precedents, among others, the receipt by the Lead Manager and the Arranger of a confirmation from the Management Company before the start of the Subscription Period that no adverse change, development or event in the condition (financial or otherwise), business, prospects, results of operations or general affairs of the Issuer and the Management Company since the date of the Management, Placement and Subscription Agreement which would be likely to prejudice materially the success of the offering and distribution of the Notes or dealing in the Notes in the secondary market or which is otherwise material in the context of the issue of the Notes and the entry into and performance of the Management, Placement and Subscription Agreement.

The Lead Manager may give a termination notice to the Company at any time before 14.00 CET on the Disbursement Date upon occurrence of certain events, among others:

- (i) Breach of obligations: any Party (other than the Lead Manager) fails to perform any of its obligations under the Management, Placement and Subscription Agreement; in particular, in case that:
  - (a) the Notes Subscriber elects not to, or otherwise fails to, subscribe the Class A Notes or the Class B Notes to be subscribed by the Notes Subscriber; or
  - (b) Seller elects not to, or otherwise fails to, (i) subscribe the Class B Notes to be subscribed by the Seller or (ii) subscribe any remaining the Class C Notes, Class D Notes, Class E Notes and Class F Notes that the Lead Manager has not procured subscription for by the end of the Subscription Period,

by the end of the relevant time limit, the Management, Placement and Subscription Agreement shall automatically terminate; and
- (ii) Force majeure: since the date of the Management, Placement and Subscription Agreement there has been, in the reasonable opinion of the Lead Manager in consultation with the Seller and the Management Company, an event that could not be foreseen or, even if foreseen, is inevitable rendering it impossible to perform the subscription or disbursement of the Notes or the success of the placement of the Notes pursuant to article 1,105 of the Civil Code (*force majeure*).

The Subscription Period will begin at 10.00 CET on 17 October 2019 and will end on the same day at 12.00 CET.

Once the Subscription Period has ended, and before 13.00 CET on the same day, the Lead Manager will notify Santander Consumer and the Management Company of the number and amount of Class C Notes, Class D Notes, Class E Notes and Class F Notes that have been placed amongst investors.

Once the Subscription Period has elapsed, the Paying Agent will duly notify IBERCLEAR (i) the subscription of the Notes, and (ii) the relevant accounts opened in IBERCLEAR by the corresponding participating entities.

#### **4.2.4. Selling Restrictions**

The distribution of this Prospectus and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law and by the Transaction Documents, in particular, as provided for by the Management, Placement and Subscription Agreement. Persons into



whose possession this Prospectus (or any part of it) comes are required by the Fund to inform themselves about, and to observe, any such restrictions. Neither this Prospectus nor any part of it constitutes an offer, or may be used for the purpose of an offer to sell any of the Notes, or a solicitation of an offer to buy any of the Notes, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

This Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Fund that any recipient of this Prospectus should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the portfolio of Loans and of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Fund.

To the fullest extent permitted by law, neither the Arranger nor the Lead Manager accepts any responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger or the Lead Manager or on their behalf, in connection with the Fund, the Seller, any other Transaction Party or the issue and offering of the Notes. Each of the Arranger and the Lead Manager accordingly disclaims all and any liability, whether arising in tort or contract or otherwise, which it might otherwise have in respect of this Prospectus or any such statement.

The Notes may not be offered or sold directly or indirectly, and neither this Prospectus nor any other prospectus, form of application, advertisement, other offering material or other information relating to the Fund or the Notes may be issued, distributed or published in any country or jurisdiction, except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations.

The Notes have not been, and will not be, registered under the Securities Act or the "blue sky" laws of any state of the U.S. or other jurisdiction and the securities, may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws. The Notes are in dematerialised form and are subject to U.S. tax law requirements. The Notes are being offered for sale outside the United States in accordance with Regulation S under the Securities Act. Neither the United States Securities and Exchange Commission, nor any state securities commission or any other regulatory authority, has approved or disapproved the Notes or determined that this Prospectus is truthful or complete. Any representation to the contrary is a criminal offence.

Neither the Arranger nor the Lead Manager nor any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Date of Incorporation or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

#### **4.2.5. VOLCKER RULE**

Under section 619 of the U.S. Dodd-Frank Act and the corresponding implementing rules (the "**Volcker Rule**"), U.S. banks, non-U.S. banks with U.S. branches or agencies, companies that control U.S. banks, and their affiliates (collectively, the "Relevant Banking Entities" as defined under the Volcker Rule) are prohibited from, among other things, acquiring or retaining any ownership interest in, or acting as sponsor in respect of, certain investment entities referred to in the Volcker Rule as covered funds, except as may be permitted by an applicable exclusion or exception from the Volcker Rule. In addition, in certain circumstances, the Volcker Rule restricts Relevant Banking Entities from entering into certain credit exposure related transactions with covered funds. Full conformance with the Volcker Rule has been required since 21 July 2015.



Key terms are broadly defined under the Volcker Rule, including "banking entity", "ownership interest", "sponsor" and "covered fund". In particular, "banking entity" is defined to include certain non-U.S. affiliates of U.S. banking entities. A "covered fund" is defined to include an issuer that would be an investment company under the Investment Company Act 1940 but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of the Investment Company Act, subject to certain exclusions found in the Volcker Rule's implementing regulations. An "ownership interest" is defined to include, among other things, interests arising through a holder's exposure to profits and losses in the covered fund, as well as through any right of the holder to participate in the selection or removal of an investment advisor, manager, or general partner, trustee, or member of the board of directors of the covered fund.

The Issuer is not required to register, and will not be registered as a result of the offer and sale of the Notes, as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act"), under the Investment Company Act. Additionally, the Issuer should not now, and immediately following the issuance of the Notes, be a "covered fund" for purposes of Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or the final regulations issued on 10 December 2013 by the Federal Reserve Board, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Commodity Futures Trading Commission and the Securities and Exchange Commission (commonly referred to as the Volcker Rule). This conclusion is based primarily on the Issuer's status as a non-U.S. entity that will be owned by non-U.S. persons and the exemption provided under Section 3(C)(5) of the Investment Company Act.

If the Issuer is considered a "covered fund", the liquidity of the market for the Notes may be materially and adversely affected, since Relevant Banking Entities could be prohibited from, or face restrictions in, investing in the Notes. The Volcker Rule and any similar measures introduced in another relevant jurisdiction may, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any entity that is a "Relevant Banking Entity" and is considering an investment in the Notes should consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each purchaser must determine for itself whether it is a Relevant Banking Entity. Neither the Issuer nor the Arranger or the Management Company or any of the Lead Manager makes any representation regarding the ability of any purchaser to acquire or hold the Notes, now or at any time in the future.

#### **4.3. Legislation under which the securities have been created.**

The Notes are issued in accordance with the laws of Spain, and particularly in accordance with the legal provisions set forth in (i) Law 5/2015 and implementing provisions; (ii) the Securities Market Act; (iii) Royal Decree 1310/2005; (iv) Royal Decree 878/2015, of October 2, on compensation, settlement and registration of negotiable securities represented through book entries (as amended) (the "**Royal Decree 878/2015**"); (v) Order 3537/2005 of the Ministry of the Economy and Finance of 10 November 2005, implementing article 27.4 of the Securities Market Act; and (vi) any such other legal and regulatory provisions as may be in force and applicable from time to time.

In addition, the requirements set out in the EU Securitisation Regulation shall apply to the Fund and the Notes.

This Securities Note has been prepared in accordance with the Prospectus Regulation and following the Annex 15 of the Prospectus Delegated Regulation.

**4.4. Indication as to whether the securities are in registered or bearer form and whether the securities are in certificated or book-entry form.**

The Notes will be exclusively represented by book-entries (*anotaciones en cuenta*) in accordance with the provisions of Law 5/2015 and Royal Decree 878/2015. The Notes will be created as such by virtue of their corresponding book-entry, and will be made out to the bearer. The Deed of Incorporation shall have the effects provided for in article 7 of the Securities Market Act.

The denomination, number of units, nominal value and other characteristics and conditions of the Notes represented in book-entry form are those included in the Deed of Incorporation and this Prospectus.

The Noteholders will be identified as such (for their own account or that of third parties) as recorded in the book-entry register maintained by SOCIEDAD DE GESTIÓN DE LOS SISTEMAS DE REGISTRO, COMPENSACIÓN Y LIQUIDACIÓN DE VALORES, S.A. ("**IBERCLEAR**") (and its participant entities), with a registered office in Madrid, at Calle Plaza de la Lealtad 1, 28014, which has been appointed as the entity in charge of the book-entry registry of the Notes.

Clearing and settlement of the Notes will be performed in accordance with the rules of operation that are or may hereafter be established by Iberclear regarding securities admitted to trading in the AIAF Fixed-Income Market ("**AIAF**") and represented by the book-entries.

**4.5. Currency of the issue.**

The Notes will be denominated in EUROS.

**4.6. The relative seniority of the securities in the issuer's capital structure in the event of insolvency, including, where applicable, information on the level of subordination of the securities and the potential impact on the investment in the event of a resolution under BRRD**

**4.6.1. Order of priority of securities and extent of subordination**

Class B Notes interest payment is deferred with respect to Class A Notes interest payment.

Class C Notes interest payment is in turn deferred with respect to Class A and Class B Notes interest payments.

Class D Notes interest payment is in turn deferred with respect to Class A, Class B and Class C Notes interest payments.

Class E Notes interest payment is in turn deferred with respect to Class A, Class B, Class C and Class D Notes interest payments.

Class F Notes interest payment is in turn deferred with respect to Class A, Class B, Class C, Class D and Class E Notes interest payments.

According to section 4.6.3.1 of the Securities Note, the principal repayment of the Class A, Class B, Class C, Class D, Class E and Class F Notes will be on a pro-rata basis during the Pro-Rata Redemption Period and, if applicable, as set forth in section 4.6.3.1 of the Securities Note, during the Revolving Period. Following a Subordination Event, as described in section 4.6.3.1 of the Securities Note, Class A, Class B, Class C, Class D, Class E and Class F Notes will cease to redeem on a pro-rata basis and will switch to redemption on a sequential basis until the liquidation of the Fund. There is however no assurance whatsoever that the subordination rules shall protect Noteholders from the risk of loss.

Class F Notes will be redeemed according to section 4.6.3.1 of the Securities Notes.

On the liquidation of the Fund, Class A, Class B, Class C, Class D, Class E, and Class F Notes will also be redeemed on a sequential basis in accordance with section 4.6.3.2 of the Securities Note.

**4.6.2. Summary of the priority of the payment of interest on the Notes in the priority of payments of the Fund.**

The payment of interest accrued by the Class A Notes holds (i) the third (3<sup>rd</sup>) place in the application of Available Funds in the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information, and (ii) the fourth (4<sup>th</sup>) place in the application of the Available Funds in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information.

The payment of interest accrued by the Class B Notes holds (i) the fourth (4<sup>th</sup>) place in the application of Available Funds in the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information, and (ii) the sixth (6<sup>th</sup>) place in the application of the Available Funds in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information.

The payment of interest accrued by the Class C Notes holds (i) the fifth (5<sup>th</sup>) place in the application of Available Funds in the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information, and (ii) the eighth (8<sup>th</sup>) place in the application of the Available Funds in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information.

The payment of interest accrued by the Class D Notes holds (i) the sixth (6<sup>th</sup>) place in the application of Available Funds in the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information, and (ii) the tenth (10<sup>th</sup>) place in the application of the Available Funds in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information.

The payment of interest accrued by the Class E Notes holds (i) the seventh (7<sup>th</sup>) place in the application of Available Funds in the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information, and (ii) the twelfth (12<sup>th</sup>) place in the application of the Available Funds in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3. of the Additional Information.

The payment of interest accrued by the Class F Notes holds (i) the ninth (9<sup>th</sup>) place in the application of Available Funds in the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information, and (ii) the fourteenth (14<sup>th</sup>) place in the application of the Available Funds in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3. of the Additional Information.

**4.6.3. Summary of the priority of the payments of principal on the Notes in the priority of payments of the Fund.**

**4.6.3.1. Pre-Enforcement Priority of Payments**

(i) During the Revolving Period.

The Principal Target Redemption Amount occupies the tenth (10<sup>th</sup>) place in the Pre-Enforcement Priority of Payments.

The "**Principal Target Redemption Amount**" means an amount equal to the minimum of

- (a) the positive difference on that Determination Date immediately preceding the relevant Payment Date between:
  - (i) the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E and Class F Notes, minus
  - (ii) the Target Cash Reserve Amount, and minus
  - (iii) the aggregate of the Outstanding Balance of the Non-Defaulted Receivables on the Determination Date, and
- (b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the ninth (9th) place as provided in section 3.4.7.2 (ii) of the Additional Information.

As set forth in section 3.4.7.2 (ii) of the Additional Information, the Principal Target Redemption Amount shall be applied to:

- (i) in the first place, to pay the Acquisition Amount of the Additional Receivables, provided that the Seller have enough Additional Receivables to assign to the Fund and Eligibility Criteria are observed;
  - (ii) in the second place, to provision the Principal Account up to a maximum amount equal to 5% of the Principal Amount Outstanding of Classes A, B, C, D, E and F Notes on the immediately preceding Determination Date; and,
  - (iii) in the third place, to amortise on a pro-rata basis the Class A, B, C, D, E and F Notes.
- (ii) Once the Revolving Period has ended or has been terminated:

*During the Pro-Rata Redemption Period*

In the absence of a Subordination Event, to the extent there are sufficient Available Funds, redemption of Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, and Class F Notes will be pro-rata in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information. This redemption will be made in an amount equal to the Pro-Rata Target Redemption Amount.

During the Pro-Rata Redemption Period, redemption of Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, and Class F Notes holds the tenth (10<sup>th</sup>) place in the Pre-Enforcement Priority of Payments.

*During the Sequential Redemption Period*

Upon the occurrence of a Subordination Event, redemption of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes will be sequential in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information, and the Principal Target Redemption Amount shall be applied on each Payment Date as follows:

- (i) To redeem the principal of the Class A Notes until redeemed in full.
- (ii) Once the Class A Notes have been redeemed in full, to redeem the principal of the Class B Notes until redeemed in full.
- (iii) Once the Class B Notes have been redeemed in full, to redeem the principal of the Class C Notes until redeemed in full.
- (iv) Once the Class C Notes have been redeemed in full, to redeem the principal of the Class D Notes until redeemed in full.
- (v) Once the Class D Notes have been redeemed in full, to redeem the principal of the Class E Notes until redeemed in full.

- (vi) Once the Class E Notes have been redeemed in full, to redeem the principal of the Class F Notes until redeemed in full.

*Use of the Cash Reserve*

The Cash Reserve will form part of the Available Funds.

For the purposes of this section:

**“Defaulted Receivables”** means, at any time, the Receivables arising from Loans in respect of which: (i) there are one or more instalments that are more than 90 days overdue; or (ii) following the relevant final maturity date, there is at least one instalment which is more than 90 days overdue; or (iii) the Servicer, in accordance with the Servicing Policies, considers that the relevant Borrower is unlikely to pay the instalments under the Loans as they fall due. For the avoidance of doubt, once a Receivable has been classified as a Defaulted Receivable, it will remain classified as such.

**“Delinquent Receivables”** means, at any time, any Receivable which is past due but is not a Defaulted Receivable.

**“Non-Defaulted Receivables”** means, at any time, any Receivable that is not a Defaulted Receivable.

**“Outstanding Balance of the Defaulted Receivables”** means the sum of the principal amounts not yet due and of the principal amounts due and uncollected by the Fund of the Defaulted Receivables.

**“Outstanding Balance of the Non-Defaulted Receivables”** means the Outstanding Balance of the Receivables less the Outstanding Balance of the Defaulted Receivables.

**“Outstanding Balance of the Receivables”** means at any time and with respect to any Receivable the principal amounts due and uncollected together with the principal amounts of the Receivables not yet due.

**“Pro-Rata Redemption Ratio”** means for each Class of Notes, the percentage that results from the following ratio: the Principal Amount Outstanding of the relevant Class of Notes, divided by the sum of the Principal Amount Outstanding of the Class A Notes to Class F Notes, and calculated for each Interest Accrual Period using the balances before the application of the Pre-Enforcement Priority of Payments.

**“Pro-Rata Target Redemption Amount”** for each Class of Notes, means an amount equal to the Principal Target Redemption Amount multiplied by the Pro-Rata Redemption Ratio of each Class of Notes.

**“Principal Target Redemption Amount”** means an amount equal to the minimum of (a) the difference on that Determination Date immediately preceding the relevant Payment Date between: (i) the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes, minus (ii) the Target Cash Reserve Amount, and minus (iii) the aggregate of the Outstanding Balance of the Non-Defaulted Receivables on the Determination Date, and (b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the ninth (9th) place as provided in section 3.4.7.2 (ii) of the Additional Information.

#### **4.6.3.2. Post-Enforcement Priority of Payments**

In the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information:

- (i) Class A Notes principal repayment holds the fifth (5<sup>th</sup>) place in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information;
- (ii) Class B Notes principal repayment holds the seventh (7<sup>th</sup>) place in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information;
- (iii) Class C Notes principal repayment holds the ninth (9<sup>th</sup>) place in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information;
- (iv) Class D Notes principal repayment holds the eleventh (11<sup>th</sup>) place in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information;
- (v) Class E Notes principal repayment holds the thirteenth (13<sup>th</sup>) place in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information; and
- (vi) Class F Notes principal repayment holds the fifteenth (15<sup>th</sup>) place in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information

#### **4.6.4. Potential impact on the investment in the event of a resolution under BRRD**

BRRD does not apply to the Fund, as Issuer.

#### **4.7. Description of the rights, including any limitations of these, attached to the securities and procedure for the exercise of said rights**

Pursuant to current legislation in force, the Notes described in this Securities Note do not create any present and/or future political rights for the investor acquiring them in relation to the Fund or its Management Company. This is consistent with the nature of the *FONDO DE TITULIZACIÓN* as a separate estate (*patrimonio separado*) devoid of legal personality.

The economic rights of the investor associated with the acquisition and holding of the Notes will be those deriving from the interest rates, yields and redemption prices with which the Notes are issued as set forth in sections 4.8 and 4.9 below.

The Noteholders are subject, with respect to the payment of interest and principal repayment of the Notes, to the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set forth in section 3.4.7 of the Additional Information.

The Noteholders will have no recourse against the Management Company, other than from non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation, this Prospectus and the applicable laws and regulations. In this regard, no action of the Noteholders against the Management Company shall be based on (i) delinquency or prepayment of the Receivables; (ii) non-fulfilment by the counterparties of the transactions entered in to the name and on behalf of the Fund; or (iii) the insufficiency of the credit enhancements to cover the payments of the Notes.

The Noteholders shall have no actions against the Borrowers that have failed to comply with their payments obligations. Pursuant to applicable law, the Management Company is the only authorised representative of the Fund as regards third parties and in any legal proceedings (but this is without prejudice to rights of representation that may be granted by the Management Company to third parties).

Each of the Noteholders by purchasing or subscribing the Notes agrees with the Fund that:

- (i) sums payable to each Noteholder in respect of the Fund's obligations to such Noteholder shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such Noteholder and (b) the aggregate amounts of the Available Funds, net of any sums which are payable to other persons in priority to or *pari passu* with such Noteholder in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set forth in section 3.4.7 of the Additional Information;
- (ii) on the Legal Maturity Date following final distribution of the Available Funds, the Noteholders shall have no further claim against the Fund in respect of any unpaid amounts and such unpaid amounts shall be discharged in full;
- (iii) none of the Management Company, the Arranger, the Lead Manager or any other Transaction Parties shall be responsible for any of the Fund's liabilities;
- (iv) in particular, the Noteholders shall not have any right of action against the Management Company other than by reason of non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation and the applicable laws and regulations; and
- (v) no meeting of creditors (*junta de acreedores*) will be established.

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

The Management Company will be liable to the Noteholders and other creditors of the Fund for all damages caused thereto by a breach of its obligations. It will be liable for the penalties applicable thereto pursuant to the provisions of Law 5/2015.

The obligations of the Seller and of the other entities participating in the transaction are limited to those included in the corresponding Transaction Documents to which each of them are parties, the most significant ones being described in this Prospectus and in the Deed of Incorporation.

All matters, disputes, actions and claims concerning the Fund or the Notes issued and that may arise during the operation or liquidation thereof, whether among the Noteholders or between the Noteholders and the Management Company, will be submitted to the Tribunals of the City of Madrid, waiving any other forum to which the parties may be entitled.

#### **4.8. Nominal interest rate and provisions relating to interest payable**

##### **4.8.1. Nominal interest**

The Class A Notes and Class B Notes shall accrue, from the Disbursement Date until their full redemption, variable nominal interest on its Principal Amount Outstanding, payable quarterly on each Payment Date (as defined below) according to the ranking established in the Pre-Enforcement Priority of Payments (provided that the Fund has sufficient Available Funds) or the Post-Enforcement Priority of Payments (provided that the Fund has sufficient Available Funds), as the case may be.

The Class C Notes, Class D Notes, Class E Notes and Class F Notes shall accrue, from the Disbursement Date until their full redemption, fixed nominal interest on its Principal Amount Outstanding, payable quarterly on each Payment Date (as defined below), according to the ranking established in the Pre-Enforcement Priority of Payments (provided that the Fund has

sufficient Available Funds) or with the Post-Enforcement Priority of Payments (provided that the Fund has sufficient Available Funds), as the case may be.

Any unpaid amounts of interest due will not accrue any additional interest or default interest and will not be added to the Principal Amount Outstanding of the Notes.

#### **4.8.2. Interest rate**

The rate of interest applicable to the Notes (the "**Interest Rate**") for each Interest Accrual Period (as defined below) will be:

- (i) in respect of the Class A Notes, a floating rate equal to the Reference Rate plus a margin of 0.45 per cent. per annum, provided that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero) (the "**Class A Interest Rate**");
- (ii) in respect of the Class B Notes, a floating rate equal to the Reference Rate plus a margin of 0.85 per cent. per annum, provided that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero) (the "**Class B Interest Rate**");
- (iii) in relation to the Class C Notes, a fixed rate equal to 1.48 per cent, per annum (the "**Class C Interest Rate**");
- (iv) in relation to the Class D Notes, a fixed rate equal to 1.98 per cent. per annum (the "**Class D Interest Rate**");
- (v) in relation to the Class E Notes, a fixed rate equal to 3.19 per cent. per annum (the "**Class E Interest Rate**"); and
- (vi) in relation to the Class F Notes, a fixed rate equal to 5.93 per cent, per annum (the "**Class F Interest Rate**").

On each Reference Rate Determination Date (as defined below), the Management Company shall determine the Interest Rate applicable to the Notes for the relevant Interest Accrual Period (and in respect of the Class A Notes and the Class B Notes, based on the information provided by the Paying Agent).

The Management Company shall notify the Class A Interest Rate, the Class B Interest Rate, the Class C Interest Rate, the Class D Interest Rate, the Class E Interest Rate and the Class F Interest Rate to the Paying Agent at least one (1) Business Day in advance to each Payment Date (or such other date as agreed between the Management Company and the Paying Agent from time to time), and shall notify them in writing on that same date to the Lead Manager. The Management Company will also communicate this information to AIAF and Iberclear.

The Interest Rate determined for the Notes for subsequent Interest Accrual Periods shall be communicated to Noteholders within the deadline and in the manner set forth in section 4.2.1 and 4.2.3 of the Additional Information.

#### **4.8.3. Reference Rate.**

The reference rate ("**Reference Rate**") for determining the Interest Rate applicable to the Class A Notes and the Class B Notes is as follows:

- (i) The Euro-Zone interbank offered rate (EURIBOR) for the three month Euro deposits which appears on Bloomberg Page EUR003M index in the menu BTMMEU (except in respect of the Initial Interest Accrual Period where it shall be the rate per annum obtained by linear interpolation of the Euro-Zone interbank offered rate for 1 (ONE) and 3 (three) month deposits in Euro (rounded to four decimal places with the mid-



point rounded up) which appear on EUR001M and EUR003M in the menu BTMM EU) at or about 11.00 CET (the "**Screen Rate**").

Reference Rate shall be determined two (2) Business Days prior to the Payment Date ("**Reference Rate Determination Date**"), except for the Initial Interest Accrual Period, which shall be determined on the Date of Incorporation.

If the definition, methodology, formula or any other form of calculation related to the EURIBOR were modified, (including any modification or amendment derived of the compliance of the Benchmark Regulation) the modifications shall be considered made for the purposes of the Reference Rate relating to EURIBOR without the need to modify the terms of the Reference Rate without the need to notify to the Noteholders, as such references to the EURIBOR rate shall be made to the EURIBOR rate such as this had been modified.

- (ii) If the Screen Rate is unavailable at such time for Euro deposits for the relevant period, then the rate for any relevant period shall be determined in accordance with section 4.8.4 of the Securities Note below.

The Paying Agent shall communicate to the Management Company by email, before 12:00 CET of two (2) Business Days prior to the Payment Date, except for the Initial Interest Accrual Period, which shall be communicated on the Date of Incorporation, the Reference Rate including the supporting documentation for such calculations.

As at the date of this Prospectus, EURIBOR is provided and administered by the European Money Markets Institute ("**EMMI**"). EMMI is included on the register of administrators and benchmarks established and maintained by the EUROPEAN SECURITIES AND MARKETS AUTHORITY (ESMA) pursuant to article 36 of Regulation (EU) no. 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark Regulation**").

#### **4.8.4. Fallback provisions.**

- (a) Notwithstanding anything to the contrary, the following provisions will apply if the Management Company, in the name and on behalf of the Fund (acting on the advice of the Originator) determines that any of the following events (each a "**Base Rate Modification Event**") has occurred:
  - (i) a material disruption to EURIBOR, an adverse change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or to be published; or
  - (ii) the insolvency or cessation of business of the EURIBOR administrator (in circumstances where no successor EURIBOR administrator has been appointed); or
  - (iii) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR or will be changed in an adverse manner); or
  - (iv) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner; or

- (v) a public statement by the supervisor of the EURIBOR administrator which means that EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences; or
  - (vi) a public announcement of the permanent or indefinite discontinuity of EURIBOR as it applies to the Class A Notes and the Class B Notes; or
  - (vii) the reasonable expectation of the Management Company, in the name and on behalf of the Fund (acting on the advice of the Originator) that any of the events specified in sub-paragraphs (i), (ii), (iii), (iv), (v) or (vi) above will occur or exist within six (6) months of the proposed effective date of such Base Rate Modification.
- (b) Following the occurrence of a Base Rate Modification Event, the Management Company, in the name and on behalf of the Fund (acting on the advice of the Originator) will inform the Seller and the Swap Counterparty of the same and will appoint a rate determination agent to carry out the tasks referred to in this section 4.8.4 (the "**Rate Determination Agent**").
- (c) The Rate Determination Agent shall determine an alternative base rate (the "**Alternative Base Rate**") to be substituted for EURIBOR as the Reference Rate of the Class A Notes and the Class B Notes and those amendments to the Transaction Documents to be made by the Management Company, in the name and on behalf of the Fund, as are necessary or advisable to facilitate such change (the "**Base Rate Modification**"), provided that no such Base Rate Modification will be made unless the Rate Determination Agent has determined and confirmed to the Management Company in writing (such certificate, a "**Base Rate Modification Certificate**") that:
- (i) such Base Rate Modification is being undertaken due to the occurrence of a Base Rate Modification Event and, in each case, such modification is required solely for such purpose and it has been drafted solely to such effect; and
  - (ii) such Alternative Base Rate is:
    - (A) a base rate published, endorsed, approved or recognised by the relevant regulatory authority or any stock exchange on which the Notes are listed or any relevant committee or other body established, sponsored or approved by any of the foregoing; or
    - (B) a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification; or
    - (C) a base rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is Santander Consumer or an affiliate of Santander Consumer banking group; or
    - (D) such other base rate as the Rate Determination Agent reasonably determines (and in relation to which the Rate Determination Agent has provided reasonable justification of its determination to the Management Company), or

provided that, for the avoidance of doubt (I) in each case, the change to the Alternative Base Rate will not, in the Originator's opinion, be materially prejudicial to the interest of the Noteholders; (II) for the avoidance of doubt, the Originator may

propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this paragraph (c) are satisfied, and (III) the Alternative Base Rate shall fulfill the Benchmark Regulation.

By subscribing the Notes, each Noteholder acknowledges and agrees with any amendments to the Transaction Documents made by the Management Company, in the name and on behalf of the Fund, which may be necessary or advisable in order to facilitate the Base Rate Modification.

- (d) It is a condition to any such Base Rate Modification that:
- (i) any change to the Reference Rate of the Class A Notes and the Class B Notes results in an automatic adjustment to the relevant rate applicable under the Swap Agreement or that any amendment or modification to the Swap Agreement to align the Reference Rates applicable under the Class A Notes and the Class B Notes and the Swap Agreement will take effect at the same time as the Base Rate Modification takes effect;
  - (ii) the Seller pays (or arranges for the payment of) all fees, costs and expenses (including legal fees) properly incurred by the Management Company and the Originator and each other applicable party including, without limitation, any of the Transaction Parties, in connection with such modifications. For the avoidance of doubt, such costs shall not include any amount in respect of any reduction in the interest payable to a Noteholder or any change in the amount due to the Swap Counterparty or any change in the mark-to-market value of the Swap Agreement; and
  - (iii) with respect to each Rating Agency, the Originator has notified such Rating Agency of the proposed modification and, in the Originator's reasonable opinion, formed on the basis of due consideration and consultation with such Rating Agency (including, as applicable, upon receipt of oral confirmation from an appropriately authorised person at such Rating Agency), such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Class A Notes and the Class B Notes by such Rating Agency or (y) such Rating Agency placing the Class A Notes and the Class B Notes on rating watch negative (or equivalent).
- (e) When implementing any modification pursuant to this section 4.8.4, the Rate Determination Agent, the Management Company and the Originator, as applicable, shall act in good faith and (in the absence of gross negligence or willful misconduct), shall have no responsibility whatsoever to the Noteholders or any other party.
- (f) If a Base Rate Modification is not made as a result of the application of paragraph (c) above, and for so long as the Management Company (acting on the advice of the Originator) considers that a Base Rate Modification Event is continuing, the Originator may or, upon request of the Management Company, must, initiate the procedure for a Base Rate Modification as set out in this section 4.8.4.
- (g) Any modification pursuant to this section 4.8.4 must comply with the rules of any stock exchange on which the Notes are from time to time listed or admitted to trading and may be made on more than one occasion.
- (h) As long as a Base Rate Modification is not deemed final and binding in accordance with this section 4.8.4, the Reference Rate applicable to the Class A Notes and the Class B Notes will be equal to the last Reference Rate available on the relevant applicable screen rate pursuant to paragraph (a) above.

- (i) This section 4.8.4 shall be without prejudice to the application of any higher interest under applicable mandatory law.

#### **4.8.5. Calculations of Notes interest amount.**

The interest payable on each Payment Date for each Interest Accrual Period will be carried out in accordance with the following formula:

$$I = P \cdot R / 100 \cdot d / 360$$

Where:

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

**P** = Principal Amount Outstanding of the Notes on the Determination Date preceding such Payment Date.

**R** = Nominal interest rate expressed as a percentage.

**d** = Number of days actually elapsed in each Interest Accrual Period.

#### **4.8.6. Time limit for the validity of claims to interest and repayment of principal.**

Interest on the Notes will be paid until their full redemption on each Payment Date according to the Pre-Enforcement Priority of Payments specified in section 3.4.7.2 of the Additional Information or, if applicable, according to the Post-Enforcement Priority of Payments contained in section 3.4.7.3 of the Additional Information, provided that the Fund has sufficient Available Funds.

In the event that, on a Payment Date, the Fund is totally or partially unable to pay the interest accrued on the Notes according to the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments set forth in sections 3.4.7.2 or 3.4.7.3 of the Additional Information, respectively, the amounts that the Noteholders do not receive will be paid on the following Payment Date on which the Fund has sufficient liquidity to do so at the relevant Interest Rate for each Note in accordance with the Pre-Enforcement Priority of Payment. Amounts deferred will accrue ordinary interest but not default interest.

The Fund, through its Management Company, may not defer the payment of any interest on the Notes beyond the Legal Maturity Date of the Fund or, in the event that this date is not a Business Day, the following Business Day. On the Legal Maturity Date following final distribution of the Available Funds, the Noteholders shall have no further claim against the Fund in respect of any unpaid amounts and such unpaid amounts shall be discharged in full.

#### **4.8.7. Payment dates and interest periods**

Interest in respect of the Notes will accrue on a daily basis and will be payable in Euro in arrears on 20 March, 20 June, 20 September and 20 December of each year (each, a "**Payment Date**") (subject to Modified Following Business Convention), provided that the first Payment Date will take place on 20 December 2019 (the "**First Payment Date**"), in respect of the Interest Accrual Period (as defined below) ending immediately prior thereto, in accordance with the applicable Priority of Payments, and will be calculated on the basis of the actual number of days elapsed and a 360-day year.

The "**Modified Following Business Day Convention**" shall apply to all Notes, where if a Payment Date is not a Business Day, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day.

For these purposes, “**Business Day**” means a day which is a TARGET2 Business Day other than (i) a Saturday, (ii) a Sunday or (iii) a public holiday in the City of Madrid (Spain).

“**TARGET2 Business Day**” means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET2) is open.

The term of the issue will be divided into successive interest accrual periods comprising the days that have actually elapsed between each Payment Date (each a “**Interest Accrual Period**”); each Interest Accrual Period will begin on (and including) the previous Payment Date and end on (but excluding) such Payment Date. Exceptionally:

- (i) the first Interest Accrual Period will begin on the Disbursement Date (inclusive) and will end on the First Payment Date (not included) (the “**Initial Interest Accrual Period**”); and
- (ii) the last Interest Accrual Period will begin on the last Payment Date prior to liquidation of the Fund (inclusive) and will end on the Early Liquidation Date (not included).

In the event that, on a Payment Date, the Fund is totally or partially unable to pay the interest accrued on the Notes in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments set forth in sections 3.4.7.2 or 3.4.7.3 of the Additional Information, respectively, the unpaid amounts will be paid on the following Payment Date on which the Fund has sufficient liquidity to do so immediately before the payment of the same Class for the new period and without accruing additional or default interest in accordance with the aforementioned Pre-Enforcement Priority of Payments, or Post-Enforcement Priority of Payments.

In any case, the Fund cannot defer the payment of interest on the Notes beyond the Legal Maturity Date.

Withholding, contributions or taxes now or hereafter applicable to the principal, interest or returns on the Notes will be the sole responsibility of the Noteholders, and the amount thereof will be deducted by the Management Company, on behalf of the Fund, through the Paying Agent in the manner provided by law.

Payment will be made through the Paying Agent, which will use Iberclear and its participating institutions to distribute the amounts to the Noteholders in accordance with their established procedures. Payment of interests and redemption of principal will be notified to the Noteholders in the events and with the notice established for each situation described in 4.2.1 of the Additional Information.

**4.8.8. Description of any market disruption or settlement disruption events that affect the underlying**

Not applicable.

**4.8.9. Adjustment rules with relation to events concerning the underlying**

Not applicable.

**4.8.10. Calculation Agent**

The Management Company shall determine the Interest Rate applicable to the Notes for the Interest Accrual Period (and in respect of the Class A Notes and the Class B Notes, based on the information provided by the Paying Agent).

**4.9. Redemption of the securities**

#### **4.9.1. Redemption price.**

The redemption price of the Notes will be ONE HUNDRED THOUSAND EUROS (€100,000) per Note, equivalent to their face value, free of charges and taxes for the Noteholder, payable progressively on each principal Payment Date, as set out in the following sections.

Each and every one of the Notes of each Class will be repaid in the same amount by means of a reduction in the face value of each Note.

#### **4.9.2. Date and forms of redemption.**

The final maturity of the Notes will take place on the date on which they are fully redeemed or on the Legal Maturity Date of the Fund, i.e., 20 December 2035 (subject to Modified Following Business Convention), without prejudice to the Management Company redeeming the issue of the Notes prior to the Legal Maturity Date of the Fund in accordance with section 4.4.3 of the Registration Document or, with respect to the Class C Notes, Class D Notes, Class E Notes or Class F Notes, upon the occurrence of a Regulatory Call Event.

The Notes will be redeemed by means of a reduction in their face value thereof on each Payment Date after the Revolving Period End Date until their full redemption in accordance with the redemption rules set forth in 4.9.2.1 below and following the Pre-Enforcement Priority of Payments and the Post-Enforcement Priority of Payments set forth in section 3.4.7.2 and 3.4.7.3, respectively, of the Additional Information, and provided that there are sufficient Available Funds for such purposes.

##### **4.9.2.1. Redemption of the Notes**

<i>During the Revolving Period</i>
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During the Revolving Period, the Noteholders will only receive payments of interest on the Notes on each Payment Date and will not receive any principal payment, except as described in section 4.6.3.1 of the Securities Note.

The "**Revolving Period**" shall start on the Date of Incorporation (excluded) and shall terminate on the earlier of: (i) the Payment Date falling on 20 December 2021 (included), and (ii) the date on which a Revolving Period Early Termination Event has occurred (the "**Revolving Period End Date**").

On any Determination Date during the Revolving Period, the occurrence of any of the following events shall, inter alia, constitute a "**Revolving Period Early Termination Event**":

- (i) on each of the two Determination Dates immediately preceding the two (2) immediately preceding Payment Dates, the Outstanding Balance of the Non-Defaulted Receivables shall have been less than 90.00% of the Principal Amount Outstanding of the Notes; or
- (ii) the Cumulative Loss Ratio as at the immediately preceding Determination Date is equal to or greater than 1.30%; or
- (iii) the three month average Delinquency Ratio as of the preceding Determination Date is more than 5%; or
- (iv) the Cash Reserve is not funded up to the Target Cash Reserve Amount after paying or retaining the relevant amounts required to be paid or retained in priority by the Fund on such date in accordance with the Pre-Enforcement Priority of Payments; or
- (v) an Insolvency Event occurs in respect of the Seller; or

- (vi) the Seller breaches any of its obligations under any transaction document (unless such breach is remedied within the earlier of five (5) Business Days or the following Purchase Date; or
- (vii) Santander Consumer is replaced as Servicer of the Receivables, or it fails to comply with any of its obligations established by the Deed of Incorporation or under the Prospectus; or
- (viii) a Swap Counterparty Downgrade Event (as this term is defined in section 4.9.2.1 of the Securities Note) occurs and none of the remedies provided for in the Swap Agreement and described in section 3.4.8.1 of the Additional Information are put in place within the term required thereunder; or
- (ix) the audit reports on the Seller's annual accounts show qualifications, which in the opinion of the CNMV, could affect the Additional Receivables.

For these purposes:

"**Default Ratio**" means the Outstanding Balance of the Defaulted Receivables divided by the Outstanding Balance of the Receivables.

"**Delinquency Ratio**" means the Cumulative Balance of the Delinquent Receivables divided by the Cumulative Balance of the Receivables.

"**Swap Counterparty Downgrade Event**" means the circumstance that the Swap Counterparty or its credit support provider pursuant to the Swap Agreement (as applicable) ceases to have the initial or subsequent rating threshold foreseen in the Swap Agreements.

*During the Pro-Rata Redemption Period*

During the Pro-Rata Redemption Period and for so long as no Subordination Event has occurred, the ordinary redemption of Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes will be *pari passu* and *pro-rata* without preference or priority amongst themselves holding the tenth (10th) place in the Pre-Enforcement Priority of Payments as set forth in section 3.4.7.2 of the Additional Information.

This redemption will be made in an amount equal to the Pro-Rata Target Redemption Amount, as detailed in section 4.6.3.1 of this Securities Note.

*During the Sequential Redemption Period*

Upon the occurrence of a Subordination Event, Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes will be redeemed sequentially in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information so that the Principal Target Redemption Amount will be applied (i) in the first place to redeem the Class A Notes until their redemption in full, (ii) in the second place to redeem the Class B Notes until their redemption in full, (iii) in the third place to redeem the Class C Notes until their redemption in full, (iv) in the fourth place to redeem the Class D Notes until their redemption in full, (v) in the fifth place to redeem the Class E Notes until their redemption in full, and (vi) in the sixth place to redeem the Class F Notes until their redemption in full.

During the Sequential Redemption Period:

- (i) the Class A Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;
- (ii) the Class B Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes;

- (iii) the Class C Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes and the Class B Notes;
- (iv) the Class D Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class E Notes and the Class F Notes, but subordinated to the Class A Notes, the Class B Notes and the Class C Notes;
- (v) the Class E Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class F Notes, but subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; and
- (vi) the Class F Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves.

The occurrence of any of the following events in respect of any Determination Date prior to the Legal Maturity Date, or the Early Redemption of the Notes shall, inter alia, constitute a subordination event (the "**Subordination Events**"):

- (i) an Insolvency Event occurs in respect of the Seller; or
- (ii) the Cumulative Loss Ratio, as at the immediately preceding Determination Date, is equal or higher than 1.30%; or
- (iii) the three-month average Delinquency Ratio as of the preceding Determination Date is higher than 5%; or
- (iv) the cumulative Defaulted Receivables are equal or higher than 100% of the sum of the Principal Amount Outstanding of the Class D Notes, Class E Notes and the Class F Notes at the Date of Incorporation; or
- (v) the Outstanding Balance of the Receivables included in the Aggregate Portfolio arising from Loans granted to the same Borrower, as at the immediately preceding Determination Date, is equal to, or greater than 2% of the Outstanding Balance of the Aggregate Portfolio; or
- (vi) the Seller defaults in the performance or observance of any of its obligations under any of the Transaction Documents to which it is a party (unless such default is remedied within the earlier of five (5) Business Days or the following Purchase Date; or
- (vii) an Event of Replacement of the Servicer (as this term is defined in section 3.4.2.1 of the Additional Information) occurs; or
- (viii) a Swap Counterparty Downgrade Event (as this term is defined in section 4.9.2.1 of the Securities Note) occurs and none of the remedies provided for in the Swap Agreement and described in section 3.4.8.1 of the Additional Information are put in place within the term required thereunder; or
- (ix) a Clean-Up Call Event occurs.

"**Cumulative Loss Ratio**" means, as of the Determination Date immediately preceding any Payment Date, the ratio between:

- (i) the sum of the Outstanding Balance of all the Defaulted Receivables from the Date of Incorporation until the end of the corresponding Determination Period, reduced by the amount of Principal Recoveries with respect of the Defaulted Receivables received during such period; and
- (ii) the sum of the Outstanding Balance at the date of the transfer of all the Receivables purchased by the Issuer as of the Date of Incorporation

"**Insolvency Event**" means:



- (i) the declaration of insolvency (*declaración de concurso*), including the filing of any request for the declaration of voluntary or mandatory insolvency (*concurso voluntario o necesario*) or the taking or passing of any resolution approving such filing) and/or the filing of an application under article 5 bis of Insolvency Law and/or the filing of a request for judicial homologation (*homologación judicial*) under Additional Disposition Fourth of the Insolvency Law;
- (ii) falling into any of the categories set out in article 363 of the Capital Companies Act which would require it to be dissolved, once the deadline of two (2) months set out in article 367 of the Capital Companies Act to remedy the cause of dissolution has elapsed;
- (iii) any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs above;
- (iv) is unable or admits inability to pay its debts as they fall due;
- (v) is deemed, or declared by a court of competent jurisdiction, to be insolvent or unable to pay its debts as they fall due under Spanish law; or
- (vi) suspends or threatens (by way of written notice) to suspend making payments on its debts as a whole generally as they fall due.

<i>Early Redemption of all the Notes issued.</i>
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Upon the occurrence of any of the events set forth in section 4.4.3 of the Registration Document the Management Company shall carry out the early liquidation of the Fund and, thus, the Early Redemption of all Notes issued, and distribute the Available Funds in accordance with the Post-Enforcement Priority of Payments set out in section 3.4.7.3 of the Additional Information.

In case of Early Redemption of the Notes pursuant to section 4.4.3 of the Registration Document:

- (i) the Class A Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;
- (ii) the Class B Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes;
- (iii) the Class C Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes and the Class B Notes;
- (iv) the Class D Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class E Notes and the Class F Notes, but subordinated to the Class A Notes, the Class B Notes and the Class C Notes;
- (v) the Class E Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class F Notes, but subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; and
- (vi) the Class F Notes will rank *pari passu* and pro rata without preference or priority amongst themselves.

#### **4.9.2.2. Legal Maturity Date**

The Legal Maturity Date and consequently final redemption of the Notes is 20 December 2035 (subject to Modified Following Business Convention). Final redemption of the Notes on the Legal Maturity Date shall be made subject to the Post-Enforcement Priority of Payments set forth in in section 3.4.7.3 of the Additional Information.

#### **4.9.2.3. Optional redemption upon the occurrence of a Regulatory Call Event**

The Seller will have the option (but not the obligation) to request the Management Company to redeem on any Payment Date following the occurrence of a Regulatory Call Event the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (while the Class A Notes, the Class B Notes and the Cash Reserve shall not be affected) if a Regulatory Call Event (as this term is defined below) occurs, in accordance with the Regulatory Call Priority of Payments set forth in section 3.4.7.2 of the Additional Information.

In order for the Seller to exercise its right upon the occurrence of a Regulatory Call Event, the Seller and the Management Company shall take the following actions:

- (i) the Seller shall provide with written notice to the Management Company communicating the occurrence of a Regulatory Call Event and requesting the Management Company to redeem the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes; and
- (ii) the Management Company shall then inform the Rating Agencies in accordance with section 4 of the Additional Information, and the Noteholders giving not less than thirty (30) days' prior written notice by publishing the appropriate material event (*hecho relevante*) with CNMV (the "**Regulatory Redemption Notice**") (the "**Regulatory Call Early Redemption Date**"); and

On or before the Regulatory Redemption Notice is published, the Management Company shall notify the Noteholders that:

- (i) the Regulatory Call Event is continuing and cannot be avoided by taking reasonable measures; and
- (ii) the Fund shall have the necessary funds on such Payment Date to discharge its outstanding liabilities in respect of all the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (in whole but not in part) after making the payments ranking in priority to or *pari passu* therewith, in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of the Additional Information.

"**Regulatory Call Event**" means:

- (i) any enactment or implementation of, or supplement or amendment to, or change in any applicable law, policy, rule, guideline or regulation of any competent international, European or national body (including the European Central Bank, the Prudential Regulation Authority or any other competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline; or
- (ii) a notification by or other communication from an applicable regulatory or supervisory authority is received by the Seller with respect to the transactions contemplated by the Transaction Documents,

which, in either case, occurs on or after the Date of Incorporation and results in, or would in the reasonable opinion of the Seller result in, a material adverse change in the rate of return on capital of the Fund and/or the Seller or materially increasing the cost or materially reducing the benefit for the Seller of the transactions contemplated by the Transaction Documents.

It is understood that the declaration of a Regulatory Call Event will not be prevented by the fact that, prior to the Date of Incorporation:

- (i) the event constituting any such Regulatory Call Event was:
  - a. announced or contained in any proposal (whether in draft or final form) for a change in the laws, regulations, applicable regulatory rules, policies or guidelines (including any accord, standard, or recommendation of the Basel Committee on Banking Supervision), as officially interpreted, implemented or applied by the European Central Bank, the Prudential Regulation Authority or the European Union; or
  - b. incorporated in any law or regulation approved and/or published but the effectiveness or application of which is deferred, in whole or in part, beyond the Date of Incorporation, provided that the application of the EU Securitisation Regulation and the applicable legislation shall not constitute a Regulatory Call Event, but without prejudice to the ability of a Regulatory Call Event to occur as a result of any implementing regulations, policies or guidelines in respect thereof announced or published after the Date of Incorporation; or
  - c. express in any statement by an official of the competent authority in expert meetings or other discussions in connection with such Regulatory Call Event (but without receipt of an official interpretation or other official communication); or

the competent authority has issued any notification, taken any decision or expressed any view with respect to any individual transaction, other than the transaction. Accordingly, such proposals, statements, notifications or views will not be taken into account when assessing the rate of return on capital of the Fund and/or Seller or an increase of the cost or reduction of benefits to the Seller of the transactions contemplated by the Transaction Documents immediately after the Date of Incorporation. The total consideration to be paid by the Seller to the Fund (the "**Redemption Price due to a Regulatory Call Event**") on the relevant Payment Date shall be:

- (i) in respect of principal:
  - a. the aggregate Outstanding Balance of the Receivables at the end of the immediately preceding Determination Period (other than in respect of the Defaulted Receivables or Delinquent Receivables); plus
  - b. outstanding amount of the Cash Reserve; plus
  - c. for Defaulted Receivables and Delinquent Receivables, the Final Determined Amount; minus
  - d. the sum of the Principal Amount Outstanding of the Class A Notes and the Class B Principal Amount, after giving effect to the redemptions due on such Payment Date;
- (ii) In respect of interest, any interest on the Receivables (other than Defaulted Receivables or Delinquent Receivables) accrued until, and outstanding on, the Regulatory Call Early Redemption Date.

The Fund shall obtain the Redemption Price due to a Regulatory Call Event from a Seller Loan that the Seller shall advance to the Fund for an amount equal to the Redemption Price due to a Regulatory Call Event. The Redemption Price due to a Regulatory Call Event shall form part of the Available Funds and applied in accordance with the Regulatory Call Priority of Payments contemplated in section 3.4.7.2 (iii) of the Additional Information.

Following the Regulatory Call Early Redemption Date, the relevant parties to the Transaction Documents have agreed to promptly execute and deliver all instruments, notices and documents and take all further action that the Issuer or the Seller may reasonably request including, without limitation, agreeing all necessary modifications, waivers and additions to the Transaction Documents required provided that no such modifications, waivers and additions are materially prejudicial to the interests of the holders of the Class A or Class B Notes then outstanding.

For the avoidance of doubt, if the Seller exercises its right upon the occurrence of a Regulatory Call Event, a Seller Loan shall be granted by the Seller and the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes shall be redeemed (in whole but not in part) with the proceeds received from such Seller Loan, while the Class A Notes and the Class B Notes and the Cash Reserve shall not be affected. The Class A Notes and the Class B Notes shall benefit from subordination of the Seller Loan instead of the redeemed subordinated Notes, and from the collateralization of all Receivables which prior to the Regulatory Call Event backed all Classes of Notes.

Under this circumstance, the Fund will continue to exist until its cancellation pursuant to section 4.4.4. of the Registration Document or the Early Liquidation of the Fund pursuant to section 4.4.3 of the Registration Document.

#### **4.10. Indication of investor yield and calculation method**

The average yield, duration and final maturity of the Notes depend on several factors, of which the most significant are the following:

- (i) The schedule for redeeming each of the Loans established in the corresponding agreements.
- (ii) The ability of the Borrowers to totally or partially redeem the Loans in advance and the speed with which this redemption takes place during the duration of the Fund. Thus, the redemption of the Loans by the Borrowers, subject to ongoing changes, and estimated in this Prospectus through the use of several assumptions regarding the behavior of the future CPR, which will directly influence the speed of the redemption of the Notes, and, therefore, the average life and duration of the Notes.
- (iii) The interest rates applicable to the Loans, which will cause the amount of the redemption in each instalment to vary.
- (iv) A default by the Borrowers regarding payment of the Loan instalments.

In order to calculate the tables included in this section, the following hypothetical values, taking into consideration the Initial Receivables, have been assumed for the factors described:

- (i) Regarding the Receivables:
  - a. each of the Receivables complies with the statements provided in section 2.2.8.(ii) of the Additional Information;
  - b. no Receivable will be substituted by the Seller in accordance with section 2.2.9 of the Additional Information;
  - c. during the Revolving Period, all Receivables comply with the Individual and Global Eligibility Criteria;
  - d. the weighted average interest rate of the Receivables is 8.17% (weighted average interest rate of the Preliminary Portfolio);

- e. a dynamic delinquency and default rate of 3.6% (as shown in the table included on section 2.2.7.6 of the Additional Information) and a cumulative default rate of 4.72%, with an average recovery rate of 60.94% at twelve (12) months. The average recovery rate is the proportion of the Outstanding Balance of the defaulted Receivables recovered after twelve (12) months. The weighted average rate of defaulted Loans and the average rate of recoveries are consistent with respect the information with the defaulted Loans and recoveries data of a similar portfolio to the Preliminary Portfolio. The aforementioned cumulative default rate corresponds to an annual default rate of 0.99% and an annual loss rate of 0.246% in the 7% CPR scenario;
- (ii) the Disbursement Date of the Notes is 17 October 2019;
- (iii) the CPRs (3%, 7% and 10%) hold constant over the life of the Notes, the CPRs are consistent with respect the information with the CPR data of a similar portfolio to the Preliminary Portfolio;
- (iv) the weighted average interest rate of the Notes on the Disbursement Date is equal to 0.3351% (under the assumption that EURIBOR 3 months was -0.428% on 1 October 2019);
- (v) the Subordinated Loan is repaid on the two (2) first Payment Dates and the interest rate applicable will be equal to EURIBOR three (3) months (as this is defined in section 3.4.4.1 of the Additional Information) plus a margin of 2.15% (assuming that EURIBOR 3 months is -0.428% on 1 October 2019);
- (vi) the interest obtained by the profitability of the accounts on behalf of the Fund is zero;
- (vii) it is not necessary to use the Commingling Reserve;
- (viii) Estimated annual Ordinary Expenses of the Fund: annual rate of 0.03% on the Outstanding Balance of the Receivables, which, during the first year, will correspond to an amount equivalent to ONE HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED EUROS (€ 166,500);
- (ix) The Principal Account is not funded;
- (x) The first interest payment date: 20 December 2019;
- (xi) there has been no early termination of the Revolving Period;
- (xii) there has been a Subordination Event and the Notes will switch to sequential amortization as from the Payment Date falling in September 2022;
- (xiii) there has been no Early Liquidation of the Fund by application of a Tax Call Event or Regulatory Call Event but there has been an Early Liquidation of the Fund for a Clean-up Call Event;
- (xiv) First Payment Date on which the principal of the Notes is repaid will be 20 March 2022; and
- (xv) the Fund will acquire Additional Receivables during the Revolving Period in accordance with section 2.2.2.2. of the Additional Information.

The above hypothesis arise from the historical information provided by the Seller and that are reasonable for the portfolio of Receivables.

If we assume that the Management Company, acting on behalf of the Fund, proceeds to the Early Liquidation of the Fund, and following the instructions of the Seller, as established by section 4.4.3.2.(i) of the Registration Document when the Outstanding Balance of the Receivables falls below 10% of the Outstanding Balance of the Receivables on the Date of Incorporation, the average life, maturity and IRR of the Notes would be the following at for CPR of 3.00%, 7.00% and 10.00%, respectively:

Scenario (CPR)	3%	7%	10%
<b>Class A</b>			
<i>Weighted Average Life (in years)</i>	3,97	3,87	3,80
<i>Internal rate of Return (percentage)</i>	0,022%	0,022%	0,022%
<i>Expected Maturity</i>	September-25	June-25	June-25
<b>Class B</b>			
<i>Weighted Average Life (in years)</i>	5,93	5,71	5,54
<i>Internal rate of Return (percentage)</i>	0,423%	0,423%	0,423%
<i>Expected Maturity</i>	September-26	June-26	June-26
<b>Class C</b>			
<i>Weighted Average Life (in years)</i>	6,38	6,09	6,04
<i>Internal rate of Return (percentage)</i>	1,488%	1,488%	1,488%
<i>Expected Maturity</i>	September-26	June-26	June-26
<b>Class D</b>			
<i>Weighted Average Life (in years)</i>	6,38	6,09	6,04
<i>Internal rate of Return (percentage)</i>	1,995%	1,995%	1,995%
<i>Expected Maturity</i>	September-26	June-26	June-26
<b>Class E</b>			
<i>Weighted Average Life (in years)</i>	6,38	6,09	6,04
<i>Internal rate of Return (percentage)</i>	3,228%	3,228%	3,228%
<i>Expected Maturity</i>	September-26	June-26	June-26
<b>Class F</b>			
<i>Weighted Average Life (in years)</i>	6,38	6,09	6,04
<i>Internal rate of Return (percentage)</i>	6,064%	6,064%	6,064%
<i>Expected Maturity</i>	September-26	June-26	June-26

Cummulative Loss Ratio at maturity	3%	7%	10%
	1.700%	1.642%	1.608%

The Managing Company states that the information of the tables recorded below are for informative purposes only and that the amounts do not represent a specific obligation of payment to third parties by the Fund in the referred dates or periods. The data has been prepared under the assumption of a redemption rate of loans on a constant basis among the duration of the Fund, subject to constant changes.

Set forth below are the tables showing the debt service for each Class of Notes for CPR of 7.00%, which are consistent with the Cash Flow Model provided by INTEX. Tables for different scenarios are not included, given that differences in average lives are not significant.

CPR (7%)	Class A			
	Coupon: 0.45%			
Payment Date	Amount EOP (EUR)	Principal amortisation (EUR)	Interest (gross) (EUR)	Total Cash Flow (EUR)
2019 October	100,000.00		-	100,000.00
2019 December	100,000.00	-	3.86	3.86
2020 March	100,000.00	-	5.48	5.48
2020 June	100,000.00	-	5.55	5.55
2020 September	100,000.00	-	5.55	5.55
2020 December	100,000.00	-	5.48	5.48
2021 March	100,000.00	-	5.42	5.42
2021 June	100,000.00	-	5.55	5.55
2021 September	100,000.00	-	5.55	5.55
2021 December	100,000.00	-	5.48	5.48
2022 March	91,742.52	8,257.48	5.42	8,262.91
2022 June	83,736.10	8,006.42	5.09	8,011.50
2022 September	73,943.77	9,792.33	4.64	9,796.98
2022 December	64,545.80	9,397.97	4.06	9,402.03
2023 March	55,566.99	8,978.80	3.50	8,982.31
2023 June	47,020.35	8,546.64	3.08	8,549.72
2023 September	38,936.96	8,083.39	2.61	8,086.00
2023 December	31,507.61	7,429.35	2.14	7,431.48
2024 March	24,786.81	6,720.80	1.73	6,722.53
2024 June	18,697.93	6,088.88	1.37	6,090.26
2024 September	13,100.01	5,597.92	1.04	5,598.96
2024 December	8,095.48	5,004.53	0.72	5,005.24
2025 March	3,691.67	4,403.81	0.44	4,404.25
2025 June	-	3,691.67	0.20	3,691.87
2025 September	-	-	-	-
2025 December	-	-	-	-
2026 March	-	-	-	-
2026 June	-	-	-	-
2026 September	-	-	-	-

CPR (7%)	Class B			
	Coupon: 0.85%			
Payment Date	Amount EOP (EUR)	Principal amortisation (EUR)	Interest (gross) (EUR)	Total Cash Flow (EUR)
2019 October	100,000.00		-	100,000.00
2019 December	100,000.00	-	73.99	73.99
2020 March	100,000.00	-	105.21	105.21
2020 June	100,000.00	-	106.37	106.37
2020 September	100,000.00	-	106.37	106.37
2020 December	100,000.00	-	105.21	105.21
2021 March	100,000.00	-	104.05	104.05
2021 June	100,000.00	-	106.37	106.37
2021 September	100,000.00	-	106.37	106.37
2021 December	100,000.00	-	105.21	105.21
2022 March	91,742.52	8,257.48	104.05	8,361.54
2022 June	83,736.10	8,006.42	97.58	8,104.00
2022 September	83,736.10	-	89.07	89.07
2022 December	83,736.10	-	88.10	88.10
2023 March	83,736.10	-	87.13	87.13
2023 June	83,736.10	-	89.07	89.07
2023 September	83,736.10	-	89.07	89.07
2023 December	83,736.10	-	88.10	88.10
2024 March	83,736.10	-	88.10	88.10
2024 June	83,736.10	-	89.07	89.07
2024 September	83,736.10	-	89.07	89.07
2024 December	83,736.10	-	88.10	88.10
2025 March	83,736.10	-	87.13	87.13
2025 June	82,421.66	1,314.44	89.07	1,403.51
2025 September	56,020.00	26,401.66	87.67	26,489.33
2025 December	32,882.55	23,137.45	58.94	23,196.39
2026 March	12,890.64	19,991.91	34.22	20,026.13
2026 June	-	12,890.64	13.71	12,904.35
2026 September	-	-	-	-



CPR (7%)	Class C			
	Coupon: 1.48%			
Payment Date	Amount EOP (EUR)	Principal amortisation (EUR)	Interest (gross) (EUR)	Total Cash Flow (EUR)
2019 October	100,000.00		-	100,000.00
2019 December	100,000.00	-	259.51	259.51
2020 March	100,000.00	-	368.99	368.99
2020 June	100,000.00	-	373.04	373.04
2020 September	100,000.00	-	373.04	373.04
2020 December	100,000.00	-	368.99	368.99
2021 March	100,000.00	-	364.93	364.93
2021 June	100,000.00	-	373.04	373.04
2021 September	100,000.00	-	373.04	373.04
2021 December	100,000.00	-	368.99	368.99
2022 March	91,742.52	8,257.48	364.93	8,622.42
2022 June	83,736.10	8,006.42	342.24	8,348.65
2022 September	83,736.10	-	312.37	312.37
2022 December	83,736.10	-	308.97	308.97
2023 March	83,736.10	-	305.58	305.58
2023 June	83,736.10	-	312.37	312.37
2023 September	83,736.10	-	312.37	312.37
2023 December	83,736.10	-	308.97	308.97
2024 March	83,736.10	-	308.97	308.97
2024 June	83,736.10	-	312.37	312.37
2024 September	83,736.10	-	312.37	312.37
2024 December	83,736.10	-	308.97	308.97
2025 March	83,736.10	-	305.58	305.58
2025 June	83,736.10	-	312.37	312.37
2025 September	83,736.10	-	312.37	312.37
2025 December	83,736.10	-	308.97	308.97
2026 March	83,736.10	-	305.58	305.58
2026 June	-	83,736.10	312.37	84,048.47
2026 September				

CPR (7%)	Class D			
	Coupon: 1.98%			
Payment Date	Amount EOP (EUR)	Principal amortisation (EUR)	Interest (gross) (EUR)	Total Cash Flow (EUR)
2019 October	100,000.00		-	100,000.00
2019 December	100,000.00	-	347.18	347.18
2020 March	100,000.00	-	493.64	493.64
2020 June	100,000.00	-	499.07	499.07
2020 September	100,000.00	-	499.07	499.07
2020 December	100,000.00	-	493.64	493.64
2021 March	100,000.00	-	488.22	488.22
2021 June	100,000.00	-	499.07	499.07
2021 September	100,000.00	-	499.07	499.07
2021 December	100,000.00	-	493.64	493.64
2022 March	91,742.52	8,257.48	488.22	8,745.70
2022 June	83,736.10	8,006.42	457.86	8,464.28
2022 September	83,736.10	-	417.90	417.90
2022 December	83,736.10	-	413.36	413.36
2023 March	83,736.10	-	408.82	408.82
2023 June	83,736.10	-	417.90	417.90
2023 September	83,736.10	-	417.90	417.90
2023 December	83,736.10	-	413.36	413.36
2024 March	83,736.10	-	413.36	413.36
2024 June	83,736.10	-	417.90	417.90
2024 September	83,736.10	-	417.90	417.90
2024 December	83,736.10	-	413.36	413.36
2025 March	83,736.10	-	408.82	408.82
2025 June	83,736.10	-	417.90	417.90
2025 September	83,736.10	-	417.90	417.90
2025 December	83,736.10	-	413.36	413.36
2026 March	83,736.10	-	408.82	408.82
2026 June	-	83,736.10	417.90	84,154.00
2026 September				

CPR (7%)	Class E			
	Coupon: 3.19%			
Payment Date	Amount EOP (EUR)	Principal amortisation (EUR)	Interest (gross) (EUR)	Total Cash Flow (EUR)
2019 October	100,000.00		-	100,000.00
2019 December	100,000.00	-	559.34	559.34
2020 March	100,000.00	-	795.32	795.32
2020 June	100,000.00	-	804.05	804.05
2020 September	100,000.00	-	804.05	804.05
2020 December	100,000.00	-	795.32	795.32
2021 March	100,000.00	-	786.58	786.58
2021 June	100,000.00	-	804.05	804.05
2021 September	100,000.00	-	804.05	804.05
2021 December	100,000.00	-	795.32	795.32
2022 March	91,742.52	8,257.48	786.58	9,044.06
2022 June	83,736.10	8,006.42	737.66	8,744.08
2022 September	83,736.10	-	673.28	673.28
2022 December	83,736.10	-	665.97	665.97
2023 March	83,736.10	-	658.65	658.65
2023 June	83,736.10	-	673.28	673.28
2023 September	83,736.10	-	673.28	673.28
2023 December	83,736.10	-	665.97	665.97
2024 March	83,736.10	-	665.97	665.97
2024 June	83,736.10	-	673.28	673.28
2024 September	83,736.10	-	673.28	673.28
2024 December	83,736.10	-	665.97	665.97
2025 March	83,736.10	-	658.65	658.65
2025 June	83,736.10	-	673.28	673.28
2025 September	83,736.10	-	673.28	673.28
2025 December	83,736.10	-	665.97	665.97
2026 March	83,736.10	-	658.65	658.65
2026 June	-	83,736.10	673.28	84,409.38
2026 September	-	-	-	-

CPR (7%)	Class F			
	Coupon:5.93%			
Payment Date	Amount EOP (EUR)	Principal amortisation (EUR)	Interest (gross) (EUR)	Total Cash Flow (EUR)
2019 October	100,000.00		-	100,000.00
2019 December	100,000.00	-	1,039.78	1,039.78
2020 March	100,000.00	-	1,478.44	1,478.44
2020 June	100,000.00	-	1,494.68	1,494.68
2020 September	100,000.00	-	1,494.68	1,494.68
2020 December	100,000.00	-	1,478.44	1,478.44
2021 March	100,000.00	-	1,462.19	1,462.19
2021 June	100,000.00	-	1,494.68	1,494.68
2021 September	100,000.00	-	1,494.68	1,494.68
2021 December	100,000.00	-	1,478.44	1,478.44
2022 March	91,742.52	8,257.48	1,462.19	9,719.68
2022 June	83,736.10	8,006.42	1,371.26	9,377.68
2022 September	83,736.10	-	1,251.59	1,251.59
2022 December	83,736.10	-	1,237.99	1,237.99
2023 March	83,736.10	-	1,224.38	1,224.38
2023 June	83,736.10	-	1,251.59	1,251.59
2023 September	83,736.10	-	1,251.59	1,251.59
2023 December	83,736.10	-	1,237.99	1,237.99
2024 March	83,736.10	-	1,237.99	1,237.99
2024 June	83,736.10	-	1,251.59	1,251.59
2024 September	83,736.10	-	1,251.59	1,251.59
2024 December	83,736.10	-	1,237.99	1,237.99
2025 March	83,736.10	-	1,224.38	1,224.38
2025 June	83,736.10	-	1,251.59	1,251.59
2025 September	83,736.10	-	1,251.59	1,251.59
2025 December	83,736.10	-	1,237.99	1,237.99
2026 March	83,736.10	-	1,224.38	1,224.38
2026 June	-	83,736.10	1,251.59	84,987.69
2026 September	-	-	-	-

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

Pursuant to the provisions of article 26 of Law 5/2015, the Management Company shall act with utmost diligence and transparency in defense of the best interests of the Noteholders. In addition, in accordance with article 26.2 of Law 5/2015, the Management Company shall be liable to the Noteholders and other creditors of the Fund for all losses caused to them by a breach of its duties.

No meeting of Noteholders and other creditors of the Fund shall be established in the Deed of Incorporation.

#### **4.12. Resolutions, authorisations and approvals by virtue of which the securities have been created and/or issued**

##### **4.12.1. Corporate resolutions**

- (i) Resolutions to create the Fund, acquire the Receivables and issue of the Notes:

The Board of Directors of the Management Company, at its meeting held on 15 July 2019, resolved, amongst others, to (i) incorporate the Fund, (ii) acquire the Receivables to be pooled in the Fund, and (iii) issue the Notes.

- (ii) Resolution to assign the Receivables:

The Board of Directors of Santander Consumer, at its meeting held on 23 July 2019, approved, amongst others, the assignment of the Receivables owned by the Seller, once or several times, to the Fund.

##### **4.12.2. Registration by the CNMV**

In accordance with the provisions of article 22.1.d) of Law 5/2015, as a condition precedent for the incorporation of the Fund this Prospectus has to be approved by and registered with the CNMV.

This Prospectus has been registered in the Official Registers of the CNMV on 8 October 2019.

- (i) Certification of the Deed of Incorporation of the Fund:

Once the CNMV files the Prospectus, the Management Company and the Seller will grant the Deed of Incorporation of the Fund. The Deed of Incorporation will be executed before the Subscription Date of the Notes.

The Management Company represents that the contents of the Deed of Incorporation will be consistent with the draft of the Deed of Incorporation delivered to the CNMV, and in no case will the terms of the Deed of Incorporation contradict, modify, alter or invalidate the rules set forth in this Prospectus.

The Management Company will forward (i) a PDF copy of the Deed of Incorporation to the CNMV for filing with the Official Registers, and (ii) a copy of the Deed of Incorporation to IBERCLEAR.

#### **4.13. The issue date of the securities.**

Issuance of the Notes shall be effected under the Deed of Incorporation on 14 October 2019.

#### **4.13.1. Group of potential investors**

The placement of the Notes is aimed at qualified investors for the purposes of article 39 of Royal Decree 1310/2005, i.e., for descriptive purposes and not limited to, legal persons authorised or regulated to operate in financial markets, including credit institutions, investment services companies, insurance companies, collective investment institutions and their management companies, pension funds and their management companies, other authorised or regulated financial entities, etc.

The issuance of the Notes is directed towards qualified investors (as defined in article 39 of Royal Decree 1310/2005).

By subscribing the Notes, each Noteholder agrees to the terms of the Deed of Incorporation and this Prospectus.

#### **4.13.2. MIFID II/MIFIR and PRIIPS**

The new regulatory framework established by Directive 2014/65/UE of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU ("**MIFID II**") and by Regulation 600/2013/UE of the European Parliament and of Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 ("**MIFIR**") has been mainly implemented in Spain through Royal Decree 14/2018, of 28 September and Royal Decree 1464/2018, of 21 December. The potential investors in the Notes must carry out their own analysis on the risks and costs which MIFID II/MIFIR or their future technical standards may imply for the investment in Notes.

Therefore, the Notes shall not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a "*retail investor*" means a person who is one (or more) of: (i) a retail client as defined in point (11) of article 4(1) of MIFID II; or (ii) a customer within the meaning of Directive 2002/92/EC (the Insurance Mediation Directive), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MIFID II. Consequently, no key information document (*KID*) required by Regulation (EU) No 1286 of the European Parliament and of the Council of 26 November 2014 on key information documents for package retail and insurance-based investment products (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

For the above purposes, the term "offer" includes communication in any form and by any means, of sufficient information on the terms of the offer and on the Notes offered such as enables an investor to decide whether to purchase or subscribe for the Notes.

By subscribing the Notes, each Noteholder agrees to the terms of the Deed of Incorporation and this Prospectus.

#### **4.13.3. Disbursement date and form.**

The Disbursement Date will be 17 October 2019.

The disbursement of the amounts of the Notes will be paid by the subscribing entities in accordance with the Management, Placement and Subscription Agreement. The issue price of the Notes will be at par.

On the Disbursement Date, the Lead Manager will pay to the Fund before 15.00 CET, through the Paying Agent, the amount of the Notes actually placed into the Treasury Account, for value that same day.

The Noteholders of Class C Notes, Class D Notes, Class E Notes and Class F Notes must pay the Lead Manager the price of the issue of each Note placed before 14.00 CET on the Disbursement Date, for value that same day.

SCF shall pay before 14.00 CET on the Disbursement Date the amount of Class A Notes and the amount of the Class B Notes subscribed into the Treasury Account, for value that same day.

Furthermore, Santander Consumer will pay before 14.00 CET on the Disbursement Date the amount of Class B Notes into the Treasury Account, for value that same day.

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

The Notes shall be freely transferred by any means allowed by law and in accordance with AIAF standards. The ownership of each Note will be transferred by book-entry transfer. The registration of the transfer in favor of the acquirer in the book-entry register will have the same effects as the transfer of the certificates and, as from such time, the transfer may be challenged by third parties.

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

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

On Disbursement Date, the Management Company will immediately request the admission of all the Notes issued to trading on the AIAF, which is an official secondary securities market pursuant to article 43.2.d) of the Securities Market Act. The Management Company will also, on behalf of the Fund, request the inclusion of the issue in IBERCLEAR so that clearance and settlement may be carried out under the operating rules established or that may be approved in the future by IBERCLEAR with regard to the securities admitted to trading on the AIAF and represented by book-entries.

The Management Company undertakes to complete the registration of the issue of all the Notes on the AIAF within thirty (30) days from the Disbursement Date once the corresponding authorisations have been obtained.

The Management Company, in the name and on behalf of the Fund, confirms that it is aware of the requirements and conditions for the listing, maintenance and de-listing of securities with AIAF in accordance with applicable regulations as well as the requirements of its the governing bodies, and the Management Company undertakes to comply with them.

In the event of a failure to meet the deadline for admission of the Notes to trading, the Management Company undertakes to publish a material event (*hecho relevante*) with CNMV and make the announcement in the EDW website for the purposes of article 7 of the EU Securitisation Regulation and in the Daily Bulletin of the AIAF or in any other media generally accepted by the market which guarantees adequate dissemination of the information, in time and content, concerning the reasons for such breach and the new date for admission of the issued securities to trading, without prejudice to the possible liability of the Management Company if the breach is due to reasons attributable thereto.

It is not expected that there will be an agreement with any entity to provide liquidity for the Notes during the term of the issue.

## **5.2. Paying agent and depository institutions.**

### **5.2.1. Paying Agent.**

The Management Company, on behalf of the Fund, will appoint Banco Santander as Paying Agent.

The Management Company in the name and on behalf of the Fund, shall enter into with Banco Santander a paying agent agreement (the "**Paying Agent Agreement**") to service the issue of the Notes, the most significant terms of which are giving in section 3.4.8.2 of the Additional Information.

### **5.2.2. Depository Institutions.**

Not applicable.

## **6. EXPENSES OF THE ADMISSION TO TRADING**

### **6.1. An estimate of the total expenses related to the admission to trading**

The estimated expenses deriving from the incorporation of the Fund and the issue and admission to trading of the Notes are the following:

<b>Costs of incorporation and issuance (expenses relating to documentation, advertising, official charges and others):</b>	<b>Euros</b>
CNMV	5,100.50
AIAF	9,555.00
IBERCLEAR	2,117.50
Other third parties*	1,518,481.76
<b>TOTAL</b>	<b>1,535,254.76</b>

\*Other third parties includes Rating Agencies, Legal advisors, Auditors, Arranger, Lead Manager, Management Company, Third Party Verification Agent, Intralinks, notarial services and translation fees.

These expenses will be paid out of the Subordinated Loan Agreement.

## **7. ADDITIONAL INFORMATION**

### **7.1. Statement of the capacity in which the advisors have acted**

CUATRECASAS, GONÇALVES PEREIRA, S.L.P. participates as legal advisor with respect to the structure of the transaction, has reviewed the legal regime and tax rules applicable to the Fund set forth in section 4.5.4 of the Registration Document in its capacity as an independent third party, and shall issue the legal opinion required under article 20.1 of the EU Securitisation Regulation.

PCS has been designated as the Third Party Verification Agent (STS) and shall prepare the PCS Assessments.

EY has issued a Special Securitisation Report on the Preliminary Portfolio for the purposes of complying with the provisions of article 22 of the EU Securitisation Regulation, on the fulfilment of the Eligibility Criteria set forth in section 2.2.2 of the Additional Information. In addition, EY has verified the accuracy of the data disclosed in the stratification tables



included in section 2.2.2.1 of the Additional Information, and the CPR tables included in section 4.10 of this Securities Notes.

**7.2. Other information in the Securities Note which has been audited or reviewed by auditors or where auditors have produced a report**

Not applicable.

**7.3. Credit ratings assigned to the securities at the request or with the cooperation of the issuer in the rating process. A brief explanation of the meaning of the ratings if this has previously been published by the rating provider.**

On 8 October 2019, the Notes included in this Securities Note were given the following provisional ratings by the Rating Agencies:

	<b>Fitch</b>	<b>DBRS</b>
<b>Class A Notes</b>	AA+ (sf)	AA (high) (sf)
<b>Class B Notes</b>	AA+ (sf)	AA (sf)
<b>Class C Notes</b>	A (sf)	A (low) (sf)
<b>Class D Notes</b>	BBB+ (sf)	BBB (sf)
<b>Class E Notes</b>	BBB- (sf)	Not Rated
<b>Class F Notes</b>	Not Rated	Not Rated

A failure by the Rating Agencies to confirm any of the provisional ratings before 14.00 CET on the Disbursement Date will be immediately reported to the CNMV and made public as provided in section 4 of the Additional Information. This circumstance will result in termination of the incorporation of the Fund, the Notes issue and all agreements (except for the Subordinated Loan Agreement in relation to the expenses of incorporation of the Fund), and the assignment of the Receivables.

*Ratings considerations*

The meaning of the ratings assigned to the Notes by DBRS and FITCH can be reviewed at those Rating Agencies' websites: respectively [www.dbrs.com](http://www.dbrs.com) and [www.fitchratings.com](http://www.fitchratings.com).

The ratings assigned by the Rating Agencies do not constitute an evaluation of the likelihood of Borrowers prepaying principal, nor indeed of the extent to which such payments differ from what was originally forecast and should not prevent potential investors from conducting their own analysis of the Notes to be acquired. The ratings are not by any means a rating of the level of actuarial performance.

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.

The Rating Agencies may revise, suspend or withdraw the final ratings assigned at any time, based on any information that may come to their notice. Those events, which shall not constitute early liquidation events of the Fund, shall forthwith be notified to both the CNMV and the Noteholders, in accordance with the provisions of section 4.1 of the Additional Information.

As of 31 October 2011 and 14 December 2018, Fitch and DBRS, respectively, are registered and authorised by the ESMA as European Union Credit Rating Agencies in accordance with the provisions of CRA Regulation.

The DBRS® long-term rating scale provide an opinion on the risk of default. That is, the risk that an issuer will fail to satisfy its financial obligations in accordance with the terms under which an obligations has been issued. All rating categories other than AAA and D also contain subcategories "(high)" and "(low)". The absence of either a "(high)" and "(low)" designation indicates the rating is in middle of the category. Descriptions on the meaning of each individual relevant rating is as follows:

AA(sf): Superior credit quality. The capacity for the payment of financial obligations is considered high. Credit quality differs from AAA only to a small degree. Unlikely to be significant vulnerable to future events.

A(sf): Good Credit quality. The capacity for the payment of financial obligations is substantial, but of lesser credit quality than AA. May be vulnerable to future events, but qualifying negative factors are considered manageable.

BBB(sf): Adequate credit quality. The capacity for the payment of financial obligations is considered acceptable. May be vulnerable to future events.

B(sf): Highly speculative credit quality. There is a high level of uncertainty as to the capacity to meet financial obligations.

Fitch's Ratings of structured finance obligations on the long-term scale consider the obligations' relative vulnerability to default. These ratings are typically assigned to an individual security or tranche in a transaction and not to an issuer.

AAA: Highest Credit Quality. AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.

AA: Very High Credit Quality. 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.

A: High Credit Quality. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

BBB: Good Credit Quality. 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity.

BB: Speculative. 'BB' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time.

B: Highly Speculative. 'B' ratings indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.

## **ADDITIONAL INFORMATION TO BE INCLUDED IN RELATION TO ASSET-BACKED SECURITIES**

(Annex 19 of the Prospectus Delegated Regulation)

### **1. THE SECURITIES**

#### **1.1. A statement that a notification has been, or is intended to be communicated to ESMA, as regards simple, transparent and standardised securitisation ('STS') compliance, where applicable**

The securitisation transaction described in this Prospectus is intended to qualify as a simple, transparent and standardised securitisation (STS securitisation) within the meaning of article 18 of the EU Securitisation Regulation. Consequently, Santander Consumer, as Originator, will submit on the Date of Incorporation a STS notification to ESMA in accordance with article 27 of the EU Securitisation Regulation (the "**STS Notification**"), pursuant to which compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation shall be notified to ESMA with the intention that the securitisation transaction described in this Prospectus is to be included in the list administered by ESMA within the meaning of article 27(5) of the EU Securitisation Regulation (<https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation>).

#### **1.2. STS compliance**

None of the Management Company, on behalf of the Fund, Santander Consumer (in its capacity as Originator), the Arranger, the Lead Manager or any other party to the Transaction Documents gives any explicit or implied representation or warranty as to (i) the inclusion of this securitisation transaction in the list administered by ESMA within the meaning of article 27(5) of the EU Securitisation Regulation, and (ii) that this securitisation transaction shall be recognized or designated as 'STS' or 'simple, transparent and standardised' within the meaning of article 18 of the EU Securitisation Regulation after the date of notification to ESMA. Investors should conduct their own research regarding the status of the STS Notification on the ESMA website (<https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation>).

Santander Consumer, as Originator, shall be responsible for the fulfillment of the requirements of articles 19 to 22 of the EU Securitisation Regulation and shall immediately notify ESMA and inform its competent authority (when duly appointed) when the transaction no longer meets the requirements of article 19 to 22 of the EU Securitisation Regulation.

Santander Consumer, as Originator, has used the service of PCS, as a Third Party Verification Agent (STS) in connection with an assessment of the compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the STS Verification). It is expected that the STS Verification prepared by PCS (i) will be issued on or prior to the Date of Incorporation of the Fund, and (ii) will be available for investors on the PCS website (<https://www.pcsmarket.org/sts-verification-transactions/>) together with a detailed explanation of its scope at <https://www.pcsmarket.org/disclaimer>.

There can be no assurance that the securitisation transaction described in this Prospectus will receive the STS Verification (either before issuance or at any time thereafter) and if the securitisation transaction described in this Prospectus receive the STS Verification, this shall not, under any circumstances, affect the liability of the Originator and the Fund in respect of its legal obligations under the EU Securitisation Regulation, nor shall it affect the obligations imposed on institutional investors as set out in article 5 of the EU Securitisation Regulation.

Investors should conduct their own research regarding the nature of the STS Verification and must read the information available in <http://pcsmarket.org>. In the provision of STS Verification, PCS bases its decision on information provided directly and indirectly by the Originator. For the avoidance of doubt, the PCS website and the contents thereof do not form part of this Prospectus.

**1.3. The minimum denomination of an issue**

The Fund, which is represented by the Management Company, will be incorporated with the Initial Receivables that Santander Consumer will assign to the Fund on the Date of Incorporation, the principal amount of which will be equal to or slightly greater than FIVE HUNDRED FIFTY MILLION EUROS (€ 550,000,000), amount which represents the nominal value of the issue of Class A, B, C, D, and E Notes and part of the nominal value of the Class F Notes.

The Fund shall issue the Class F Notes with an aggregate face value of TEN MILLION EUROS (€10,000,000), which shall be used (i) in part to set up the Cash Reserve which will be deposited in the Treasury Account, and (ii) in part to purchase the Initial Receivables.

**1.4. Confirmation that the information relating to an undertaking/obligor not involved in the issue has been accurately reproduced from the information published by the undertaking/obligor**

Not applicable.

**2. THE UNDERLYING ASSETS**

**2.1. Confirmation that the securitised assets backing the issue have characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the securities**

The Originator confirms that the flows of principal, ordinary interest and any other amounts generated by the Receivables are sufficient to meet the payments due and payable under the Notes in accordance with the contractual nature thereof.

However, in order to cover any eventual payment defaults of the Borrowers, credit enhancement operations will be put in place in order to increase the security or regularity of the payments of the Notes and mitigate or neutralize differences in interest rates on the Loans, and which are described in section 3.4.2 of this Additional Information. Such enhancements, however, may prove to be insufficient in exceptional circumstances.

Not all the Notes issued have the same risk of default.

**2.2. Assets backing the issue**

The Fund will pool in its assets the Receivables derived from Loans granted by Santander Consumer to individuals and legal persons' resident in Spain for the financing of the acquisition of new or used vehicles, which have been granted in accordance with Law 16/2011, of 24 June, on consumer credit agreements ("**Law 16/2011**") (and, with respect to the Additional Receivables, pursuant to the foregoing aforementioned law and/or any other relevant regulations applicable from time to time). The requirements to be met by the Receivables to be assigned to the Fund and their characteristics are described in the sections below and in accordance with the provisions of the Deed of Incorporation.

**Reservation of title to the vehicles of the portfolio**

All the Loans agreements from which the Loans included in the Preliminary Portfolio derive have a reservation of title clause (notarized in a public document (*póliza*) granted before a Public Notary or in a private agreement).

The inclusion of a reservation of title clause would grant the Seller, as creditor, a right of ownership (*dominio*) over the vehicle financed under the Loan until such Loan is repaid in full. Once the Borrower has fulfilled all the obligations arising from the relevant Loan, the Borrower shall forthwith acquire full legal and beneficial title to the relevant vehicle.

In order for reservation of title clauses to be enforceable *vis-à-vis* third parties, it will be necessary to register them in the Register of Instalment Sales of Movable Properties (*Registro de Venta a Plazos de Bienes Muebles*).

As provided in section 2.2.2.1 (v) (ii), the reservation of title has only been registered with the Register of Instalment Sales of Movable Properties with respect to 10.81% of the Loans which represents 17.71% of the Outstanding Balance of the Receivables arising under the Loans. Notwithstanding the above, in case there is any irregularity, the reservation of title will be formalized so that they can be registered with Register of Instalment Sales of Movable Properties.

The Register of Instalment Sales of Movable Properties notifies on a daily basis the registration of such reservation of title to the Vehicles Register of the Spanish General Traffic Direction (*Registro de Vehículos de la Dirección General de Tráfico*), of a purely administrative nature, where they also become registered.

Non-registration of a reservation of title clause involves that the agreement shall exclusively have inter-partes effects (i.e., it would be unenforceable against third party purchasers in good faith, whose acquisition would be valid in any case, without prejudice to Seller's damages actions against the Borrower arising from the latter's failure to abide by the non-disposal covenant).

The reservation of title may be formalized in a private document (by means of an official model or not) or as a public document (i.e. notarization), and its registration in the Register of Instalment Sales of Movable Properties is optional.

Any reservations of title documented by virtue of a public document granted before a public notary or by means of an official model, registered in the corresponding Register of Instalment Sales of Movable Properties, grant their beneficiary, as provided in article 16.5 of Law 28/1998, the preference and priority set forth in article 1,922.2 of the Civil Code and article 1,926.1 of the Civil Code, i.e., if two or more credits compete with respect to certain movable properties, and as regards the order of priority for their payment, the secured credit excludes the rest of credits up to the value of the item pledged as a security. The specifics of this issue are further described in section 3.4.6.1 (iii) ("*Special consideration relation to the reservation of title*") of the Additional Information.

In the event that a Loan agreement is formalized in a private document (not an official form), it will have no access to the Register of Instalment Sales of Movable Properties, the procedure for recovering the Vehicle and the amounts due would be carried out by means of a declaratory procedure as described in section 3.4.6.1 (iii) ("*Special consideration relation to the reservation of title*") of the Additional Information.

In the event that the acquisition agreement is formalized in the official form or as a public document, in accordance with sections 4 and 5 of article 517 of the Spanish Civil Procedure Law, and registered with the Register of Instalment Sales of Movable Properties, the recovery procedure is made through a notary public, as described in section 3.4.6.1 (iii) ("*Special consideration relation to the reservation of title*") of the Additional Information.

## **Consumer Protection Law and linked contracts under the Law 16/2011**

The Issuer may be exposed to the occurrence of credit risk in relation to Borrowers who are individuals acting as consumers for non-business purposes and who have entered into the Loan agreements. Such Borrowers benefit from the protective provisions of the Royal Legislative Decree 1/2007, of November 16, approving the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws (Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias) (the "Consumer Protection Law") and Law 16/2011, of June 24, on consumer credit agreements (Ley 16/2011, de 24 de junio, de contratos de crédito al consumo) ("Law 16/2011").

If a Loan agreement is entered into with a consumer within the meaning of article 3 of the Consumer Protection Law and/or article 2 of the Law 16/2011 there is also a risk that the provisions on consumers' rights and linked contracts apply.

In addition, there is an increasing tendency in recent years for Spanish borrowers to file claims against financial institutions, including allegations that certain provisions included in the agreements signed by the consumers are unfair (abusivas) and therefore null and void.

In addition, there is a strong trend in Spanish case law that leans towards declaring the unfairness of many standard clauses regularly used by financial institutions in the consumer financing market.

Such case law is not static and has changed though the time in certain instances as a consequence of new legal developments and/or the change of position of higher courts; this, in some instances, has caused a variety of different decisions by courts on similar issues throughout time and, ultimately, uncertainty amongst lower courts, borrowers and lenders on the outcome of the disputes.

In relation to the above, the main consequence of a clause in a consumer loan being declared unfair by a court is that such clause will be considered null and void. In practice, this implies that the loan agreement will have to be interpreted as if the clause had never been in the loan agreement, whilst the rest of the clauses in the loan agreement will remain binding for the parties, provided the loan agreement can survive without the unfair clause.

In case of enforcement, if the court assesses the existence of any unfair clause in the loan agreement, the judge will: (i) declare the inadmissibility of the enforcement (if the nullity of the clause precludes the enforcement) or (ii) accept enforcement omitting the application of the unfair clause (if the absence of such clause does not preclude the lender initiating enforcement proceedings).

Clauses under challenge can be divided into two main groups:

- (a) clauses with financial content; and
- (b) clauses that trigger an event of default and early termination events.

Challenges on clauses with financial content generally affect the loan's ability to generate income (or the amount thereof), whilst clauses governing events of default and early termination clauses are likely to affect the lender's ability to accelerate the loan and recover amounts due through a specific foreclosure or enforcement proceedings.

If a clause generating income for the Fund is declared null and void, the Fund will no longer be allowed to apply such clause and it will be required to return to the borrower all amounts unduly collected by the Fund as a result of application of such clause with financial content.

On the other hand, if a clause triggering an event of default or early termination is declared null and void, the Fund will forego (or limit) its rights to access foreclosure or enforcement proceeding.

Thus, there exists a risk that, should a claim alleging the abusiveness of any of these clauses be made, they end up being declared unfair by the Spanish courts.

Any Spanish court judgment declaring the unfairness of a clause of a loan may instigate other borrowers in similar contracts to initiate claims based on similar grounds.

This could create potential liabilities and, eventually, affect the Fund's ability to generate income, which in turn, if subject to mass litigation, could have a material adverse effect on the Fund's business and financial condition.

#### **Maximum Receivables Amount.**

The maximum amount of the Outstanding Balance of the Receivables pooled in the Fund will be equal to or slightly higher than FIVE HUNDRED FIFTY MILLION EUROS (€550,000,000) (the "**Maximum Receivables Amount**"), equivalent to the nominal value of the issue of Class A, B, C, D, and E Notes and part of the nominal value of the Class F Notes.

#### **2.2.1. Legal jurisdiction by which the pool assets is governed.**

The Receivables are governed by the Spanish laws. In particular, the securitised Receivables are governed by the Spanish banking regulations and, specifically and where applicable, by (i) Law 16/2011 (as regards the Additional Receivables, they will be governed by the aforementioned law or any other relevant regulation that might replace them); (ii) Circular 8/1990 of Bank of Spain, of 7 September, on transparency of transactions and protection of customers; (iii) Order EHA/2899/2011, of 28 October, on transparency and protection for customers of banking services; (iv) Circular 5/2012, of 27 June, of Bank of Spain, for credit entities and providers of payment services, on transparency of banking services and responsible granting of loans, where applicable; (v) Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Law for the Protection of Consumers and Users and any other supplementary laws ("**RDL 1/2007**"); and (vi) Law 7/1998, of 13 April, on General Contracting Conditions ("**Law 78/1998**").

#### **2.2.2. General characteristics of the Borrowers, Receivables and the economic environment, as well as any global statistical data referred to the securitised assets.**

The assignment by Santander Consumer of the Initial Receivables, in an undetermined number of Receivables, the total Outstanding Balance of which will be equal to the Maximum Receivables Amount, i.e., FIVE HUNDRED FIFTY MILLION EUROS (€550,000,000) or an amount slightly exceeding and as close as possible to that amount, will be effective from the Date of Incorporation and will be documented by means of the Master Sale and Purchase Agreement which itemises each of the Initial Receivables assigned to the Fund, giving the main features allowing them to be identified.

Any Receivables (either the Initial Receivables or the Additional Receivables) to be offered to the Fund by the Seller will be randomly selected from existing eligible receivables held by the Seller as at the Date of Incorporation and shall meet the Eligibility Criteria set forth in section 2.2.2.2.3 of the Additional Information.

The preliminary loan portfolio from which the Initial Receivables shall be taken comprises FIFTY TWO THOUSAND FIVE HUNDRED AND FIFTY NINE (52,559) Loans (the "**Preliminary Portfolio**"), with an outstanding principal at 16 September 2019 of SIX HUNDRED TWELVE MILLION EIGHT HUNDRED FIFTY FIVE THOUSAND SIX HUNDRED AND FIFTY SEVEN EUROS (€ 612,855,657). These are loans with no grace period for the repayment of principal or interest, with constant instalments and concession periods ranging from 12 months to 128 months, and with an average granted amount of ELEVEN THOUSAND SIXTY HUNDRED AND SIXTY EUROS (€ 11,660). The estimation for the preliminary loan portfolio is equal to or slightly lower than TWO MILLION FIVE HUNDRED THOUSAND EUROS (€ 2,500,000) of accrued interest but not due before the Date of Incorporation.

The Borrowers under the Loans securitised are individuals and legal persons' resident in Spain.

#### **Review of the selected assets securitized through the Fund upon being established**

EY has reviewed a sample of the 461 selected loans from which the Initial Receivables shall be taken. Additionally, EY has verified the data disclosed in the following stratification tables in respect of the Preliminary Portfolio.

The results, applying a confidence level of at least 99%, are set out in a special securitisation report prepared by EY for the purposes of complying with article 22.2 of the EU Securitisation Regulation. Santander Consumer, as originator, confirms that no significant adverse findings have been detected.

The Management Company has requested from the CNMV the exemption to submitting the special securitisation report according to second paragraph of article 22.1 c) of Law 5/2015.

None of the Fund, the Management Company, the Arranger, the Lead Manager, the Paying Agent or any other party to the Transaction Documents other than the Seller has undertaken or will undertake any investigation, search or other action to verify the details of the Receivables and the Loan agreements or to establish the creditworthiness of the Borrowers.

#### **2.2.2.1. Initial Receivables**

##### (i) *Type of vehicle*

The following table shows the distribution of the Loans of the Preliminary Portfolio according to the type of vehicle:

<b>Vehicle type</b>	<b>Number of loans</b>	<b>Number of loans (% of total)</b>	<b>Current Outstanding Balance (EUR)</b>	<b>Current Outstanding Balance (% of total)</b>
Passenger car and Four-wheel drive vehicles	47,601	90.57%	557,400,743	90.95%
Light commercial vehicles	2,605	4.96%	32,414,431	5.29%
Passenger car derivatives	2,350	4.47%	22,984,959	3.75%
Buses	3	0.01%	55,524	0.01%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

For these purposes:

**Passenger Car** means vehicle intended for the transportation of people that has, at least, four wheels and that has, in addition to the driver's seat, no more than eight seats. In general, vehicles are classified according to the engine capacity based on the following tranches, excluding Four-Wheel Drive Vehicles or Passenger Car Derivatives:

- up to 1,200 c.c.



- from 1,201 c.c. to 1,600 c.c.
- from 1,601 c.c. to 2,000 c.c.
- more than 2,001 c.c.

**Four-Wheel Drive Vehicle** means sub classification of passenger cars that fall within the definition specified by the Directive 92/53 in its annex II item 4. In general, passenger cars identified in specialized magazines (GANVAM) under their relevant section.

**Light Commercial Vehicle** means vehicle intended for services or for the exclusive transportation of goods or people up to 3,500 Kg. If it is for people, it must have more than 9 seats including that of the driver.

**Passenger Car Derivatives** means sub classification of Passenger cars for the transportation of goods. Vehicle intended for services or exclusive transportation of goods, derived from a passenger car; the bodywork is maintained and the vehicle only has one row of seats.

**Medium Commercial Vehicle** means vehicle intended for services or for the exclusive transportation of goods or people from 3,500 Kg to 5,800 Kg. If it is for people, it must have more than 9 seats including that of the driver.

The distribution of the Loans of the Preliminary Portfolio among new and used vehicles is as follows:

Vehicle type New / Used	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
New	19,013	36.17%	285,848,065	46.64%
Used	33,546	63.83%	327,007,593	53.36%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

The weighted average age of the Used Vehicles at granting of the Loans is 41.6 months (3.5 years). The distribution of the Loans of the Preliminary Portfolio by vehicles brand is as follows:

Brand	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
OPEL	6,814	12.96%	76,868,018	12.54%
FORD	5,299	10.08%	63,299,240	10.33%
VOLKSWAGEN	3,590	6.83%	39,278,303	6.41%
KIA	2,779	5.29%	36,641,196	5.98%
HYUNDAI	2,707	5.15%	35,507,053	5.79%
NISSAN	2,772	5.27%	34,671,802	5.66%
SEAT	3,199	6.09%	33,125,028	5.41%
RENAULT	3,542	6.74%	32,381,693	5.28%
MITSUBISHI	2,049	3.90%	30,333,395	4.95%
AUDI	1,724	3.28%	23,914,379	3.90%
MERCEDES-BENZ	1,540	2.93%	23,900,014	3.90%
PEUGEOT	2,588	4.92%	23,733,073	3.87%
CITROEN	2,744	5.22%	23,672,231	3.86%
BMW	1,511	2.87%	21,151,641	3.45%
MAZDA	1,389	2.64%	18,991,628	3.10%
FIAT	1,990	3.79%	17,781,028	2.90%
TOYOTA	1,125	2.14%	12,122,872	1.98%
SUZUKI	682	1.30%	8,923,288	1.46%
DACIA	920	1.75%	8,873,962	1.45%
JEEP	363	0.69%	6,235,991	1.02%
SSANGYONG	391	0.74%	5,851,933	0.95%
SKODA	588	1.12%	5,632,800	0.92%
VOLVO	357	0.68%	4,945,603	0.81%
LAND-ROVER	203	0.39%	3,712,540	0.61%
MINI	292	0.56%	3,305,850	0.54%
HONDA	242	0.46%	2,999,411	0.49%
ALFA ROMEO	165	0.31%	1,996,667	0.33%
SUBARU	112	0.21%	1,970,094	0.32%
Other (1)	882	1.68%	11,034,924	1.80%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

(1) Each brand within the category "Other" represents less than 0.3% of the outstanding principal

The distribution of the Loans of the Preliminary Portfolio by vehicles brand among new and used vehicles is as follows:

Brand (New/Used)	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
OPEL	6,814	12.96%	76,868,018	12.54%
New	3,774	7.18%	50,093,635	8.17%
Used	3,040	5.78%	26,774,383	4.37%
FORD	5,299	10.08%	63,299,240	10.33%
New	2,391	4.55%	38,087,729	6.21%
Used	2,908	5.53%	25,211,511	4.11%
VOLKSWAGEN	3,590	6.83%	39,278,303	6.41%
New	506	0.96%	8,800,163	1.44%
Used	3,084	5.87%	30,478,140	4.97%
KIA	2,779	5.29%	36,641,196	5.98%
New	1,647	3.13%	24,663,461	4.02%
Used	1,132	2.15%	11,977,735	1.95%
HYUNDAI	2,707	5.15%	35,507,053	5.79%
New	1,571	2.99%	24,792,825	4.05%
Used	1,136	2.16%	10,714,228	1.75%
NISSAN	2,772	5.27%	34,671,802	5.66%
New	939	1.79%	15,016,264	2.45%
Used	1,833	3.49%	19,655,538	3.21%
SEAT	3,199	6.09%	33,125,028	5.41%
New	754	1.43%	11,668,513	1.90%
Used	2,445	4.65%	21,456,515	3.50%
RENAULT	3,542	6.74%	32,381,693	5.28%
New	720	1.37%	10,285,580	1.68%
Used	2,822	5.37%	22,096,113	3.61%
MITSUBISHI	2,049	3.90%	30,333,395	4.95%
New	1,886	3.59%	28,529,386	4.66%
Used	163	0.31%	1,804,009	0.29%
AUDI	1,724	3.28%	23,914,379	3.90%
New	114	0.22%	2,296,639	0.37%
Used	1,610	3.06%	21,617,740	3.53%
MERCEDES-BENZ	1,540	2.93%	23,900,014	3.90%
New	220	0.42%	4,473,912	0.73%
Used	1,320	2.51%	19,426,102	3.17%
PEUGEOT	2,588	4.92%	23,733,073	3.87%
New	7	0.01%	118,494	0.02%
Used	2,581	4.91%	23,614,579	3.85%
CITROEN	2,744	5.22%	23,672,231	3.86%
New	13	0.02%	129,580	0.02%
Used	2,731	5.20%	23,542,651	3.84%
BMW	1,511	2.87%	21,151,641	3.45%
New	87	0.17%	2,076,449	0.34%
Used	1,424	2.71%	19,075,193	3.11%
MAZDA	1,389	2.64%	18,991,628	3.10%
New	1,053	2.00%	15,110,453	2.47%
Used	336	0.64%	3,881,176	0.63%
FIAT	1,990	3.79%	17,781,028	2.90%
New	726	1.38%	8,940,517	1.46%
Used	1,264	2.40%	8,840,510	1.44%
TOYOTA	1,125	2.14%	12,122,872	1.98%
New	273	0.52%	4,685,812	0.76%
Used	852	1.62%	7,437,061	1.21%
SUZUKI	682	1.30%	8,923,288	1.46%
New	634	1.21%	8,554,986	1.40%
Used	48	0.09%	368,303	0.06%
DACIA	920	1.75%	8,873,962	1.45%
New	488	0.93%	5,824,380	0.95%
Used	432	0.82%	3,049,582	0.50%
JEEP	363	0.69%	6,235,991	1.02%
New	249	0.47%	4,668,595	0.76%
Used	114	0.22%	1,567,396	0.26%
SSANGYONG	391	0.74%	5,851,933	0.95%
New	285	0.54%	4,669,657	0.76%
Used	106	0.20%	1,182,276	0.19%
SKODA	588	1.12%	5,632,800	0.92%
New	134	0.25%	2,080,807	0.34%
Used	454	0.86%	3,551,993	0.58%
VOLVO	357	0.68%	4,945,603	0.81%
New	52	0.10%	1,192,331	0.19%
Used	305	0.58%	3,753,272	0.61%
LAND-ROVER	203	0.39%	3,712,540	0.61%
New	19	0.04%	604,042	0.10%
Used	184	0.35%	3,108,498	0.51%
MINI	292	0.56%	3,305,850	0.54%
New	11	0.02%	232,905	0.04%
Used	281	0.53%	3,072,945	0.50%
HONDA	242	0.46%	2,999,411	0.49%
New	59	0.11%	1,124,264	0.18%
Used	183	0.35%	1,875,147	0.31%
ALFA ROMEO	165	0.31%	1,996,667	0.33%
New	37	0.07%	658,459	0.11%
Used	128	0.24%	1,338,208	0.22%
SUBARU	112	0.21%	1,970,094	0.32%
New	82	0.16%	1,670,842	0.27%
Used	30	0.06%	299,252	0.05%
Other (1)	882	1.68%	11,034,924	1.80%
New	282	0.54%	4,797,386	0.78%
Used	600	1.14%	6,237,538	1.02%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

(1) Each brand within the category "Other" represents less than 0.3% of the outstanding principal

(ii) *Down payment as regards the vehicle's value*

<b>Down payment as a % of the vehicle's value</b>	<b>Number of loans</b>	<b>Number of loans (% of total)</b>	<b>Current Outstanding Balance (EUR)</b>	<b>Current Outstanding Balance (% of total)</b>
0%	4,852	9.23%	55,010,203	8.98%
0% - 5%	2,267	4.31%	33,035,206	5.39%
5% - 10%	5,588	10.63%	77,134,232	12.59%
10% - 20%	16,563	31.51%	209,992,039	34.26%
20% - 30%	10,472	19.92%	118,996,748	19.42%
30% - 40%	5,795	11.03%	60,098,072	9.81%
40% - 50%	3,719	7.08%	34,018,570	5.55%
50% - 60%	2,243	4.27%	18,061,675	2.95%
60% - 70%	791	1.50%	5,270,179	0.86%
70% - 80%	229	0.44%	1,073,436	0.18%
80% - 90%	39	0.07%	159,288	0.03%
90% - 100%	1	0.00%	6,011	0.00%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

<b>Minimum</b>	0.00%
<b>Maximum</b>	91.09%
<b>Weighted Average</b>	19.02%

(iii) *Amount financed over the value of the vehicle*

The initial amount does not exceed the sum of the purchase price of the financed vehicle ("vehicle's value") plus, where appropriate, the financing of the formalisation fees (opening, study and information, where appropriate) and/or insurance costs linked to the transaction.

The immediate depreciation suffered by a new vehicle (vehicles with an age, since registration, of less than twelve (12) months) at the time that it leaves the corresponding dealer approximately represents 20% of its value, moreover, it is also necessary to take into account the average monthly depreciation, which is approximately 2% (annual) of the market value of the new vehicle at each time (in any case, the depreciation depends on the vehicle model and these percentages do not apply equally) for the first year.

In case of used vehicles (vehicles with an age, since registration, of more than twelve (12) months), in addition to the cumulative depreciation among the twelve (12) first years since registration, it should be added a 0.6% (annual) additional to the market value of the vehicle for the second and third years, and 0.5% (annual) for the fourth and subsequent years.

Therefore, if the corresponding Borrower breaches the repayment of any those Loans, it cannot be discarded that the value of the financed vehicle is sufficient to cover the unpaid amount under the Loan.

Loan to vehicle purchase price at Origination (%)	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
0% - 10%	1	0.00%	6,011	0.00%
10% - 20%	31	0.06%	108,863	0.02%
20% - 30%	188	0.36%	947,418	0.15%
30% - 40%	644	1.23%	4,137,703	0.68%
40% - 50%	1,833	3.49%	14,625,565	2.39%
50% - 60%	3,423	6.51%	30,576,634	4.99%
60% - 70%	5,103	9.71%	51,259,404	8.36%
70% - 80%	8,754	16.66%	97,672,278	15.94%
80% - 90%	14,819	28.19%	183,146,313	29.88%
90% - 100%	11,742	22.34%	158,124,318	25.80%
100% - 110%	6,021	11.46%	72,251,150	11.79%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

<b>Minimum</b>	9.19%
<b>Maximum</b>	109.00%
<b>Weighted Average</b>	83.59%

The transactions in which the ratio of the amount financed to the Borrower over the value of the vehicle is higher than 100% are explained by the fact that the fees and the insurance costs are also financed.

The table below shows the information related to the vehicles financed for each loan:

Number of vehicles per borrower	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
One vehicle	52,249	99.41%	609,779,056	99.50%
More than one vehicle	310	0.59%	3,076,601	0.50%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

(iv) Information regarding delays, if any, in collecting interest or principal amounts under the selected loans

Delinquency status of the Preliminary Portfolio	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
Not delinquent	52,559	100.00%	612,855,657	100.00%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

Regulatory PD	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
>= 0% - < 1%	4,729	9.00%	55,436,747	9.05%
>= 1% - < 2%	33,260	63.28%	339,933,938	55.47%
>= 2% - < 3%	10,965	20.86%	162,219,606	26.47%
>= 3% - < 4%	3,605	6.86%	55,265,366	9.02%
>= 4%	-	0.00%	-	0.00%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

<b>Minimum</b>	0.18%
<b>Maximum</b>	3.92%
<b>Weighted Average</b>	1.85%

(v) *Information regarding the loan collateral*

The table below shows the distribution of the Loans of the Preliminary Portfolio by type of collateral, itemized as follows:

i. Personal guarantees:

Third party personal guarantee (guarantor or co-signor)	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
With third party personal guarantee	16,981	32.31%	211,380,998	34.49%
Without third party personal guarantee	35,578	67.69%	401,474,659	65.51%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

ii. Reservation of title:

All the Loans agreements from which the Loans included in the Preliminary Portfolio derive have a reservation of title clause (notarized in a public document (*póliza*) granted before a Public Notary or in a private agreement). However, the reservation of title has only been registered with the Register of Instalment Sales of Movable Properties with respect to 10.81% of the Loans which represents 17.71% of the Outstanding Balance of the Receivables arising under the Loans.

Retention of title	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
Not registered	46,878	89.19%	504,314,878	82.29%
Registered	5,681	10.81%	108,540,779	17.71%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

(vi) *Information regarding the maximum, minimum and average principal amounts of the Loans*

The following table shows the distribution of Loans of the Preliminary Portfolio according to the Outstanding Balance of the Receivables arising under such Loans.

Outstanding balance (EUR)	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
0 - 5,000	4,529	8.62%	16,321,124	2.66%
10,000 - 15,000	18,859	35.88%	146,569,624	23.92%
15,000 - 20,000	16,642	31.66%	205,614,174	33.55%
20,000 - 25,000	8,323	15.84%	142,536,611	23.26%
25,000 - 30,000	3,011	5.73%	66,266,600	10.81%
30,000 - 35,000	815	1.55%	22,006,304	3.59%
35,000 - 40,000	247	0.47%	7,922,258	1.29%
40,000 - 45,000	80	0.15%	2,986,363	0.49%
45,000 - 50,000	24	0.05%	1,014,095	0.17%
5,000 - 10,000	12	0.02%	573,323	0.09%
50,000 - 55,000	6	0.01%	316,962	0.05%
≥ 55,000	11	0.02%	728,219	0.12%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

<b>Minimum</b>	523
<b>Maximum</b>	85,946
<b>Weighted Average</b>	11,660

(vii) *Information regarding the type of Borrowers*

The following table shows the distribution of the Loans of the Preliminary Portfolio according to the type of Borrower (natural person or Legal Person):

Debtor type	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
Individual	50,894	96.83%	592,186,094	96.63%
Legal entity	1,665	3.17%	20,669,564	3.37%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

The following table shows the distribution of Borrower according to their nationality (Spanish or foreign):

Nationality of the Borrower	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
Spanish	46,333	88.15%	539,439,127	88.02%
Foreign	6,226	11.85%	73,416,530	11.98%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

The following table shows the distribution of Borrowers according to their employment status as at the date on which the Loan is granted:

Employment status	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
Employed	37,283	70.94%	433,308,665	70.70%
Self-employed	7,485	14.24%	92,688,714	15.12%
Does not work	1,545	2.94%	16,051,162	2.62%
Pensioner	4,581	8.72%	50,137,553	8.18%
Legal Entity	1,665	3.17%	20,669,564	3.37%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

(viii) *Information regarding the effective interest rate: maximum, minimum and average interest rates of the Loans.*

100% of the Loans bear a fixed interest rate ranging from 5.00% to 13%; the weighted average interest rate of the Loans amounts to 8.17%.

The following table shows the distribution of Loans of the Preliminary Portfolio according to the interest rate:

Interest Rate (%)	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
5% - 6%	6,354	12.09%	88,341,829	14.41%
6% - 7%	4,824	9.18%	50,829,239	8.29%
7% - 8%	7,414	14.11%	94,741,537	15.46%
8% - 9%	27,104	51.57%	305,607,232	49.87%
9% - 10%	4,417	8.40%	46,219,552	7.54%
10% - 11%	2,184	4.16%	25,723,153	4.20%
11% - 12%	260	0.49%	1,388,581	0.23%
12% - 13%	2	0.00%	4,534	0.00%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

<b>Minimum</b>	5.00%
<b>Maximum</b>	12.16%
<b>Weighted Average</b>	8.17%

(ix) *Type of financing*

Type of finance	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
Automotive	52,559	100.00%	612,855,657	100.00%
Demo Vehicles	-	0.00%	-	0.00%
Rent a car	-	0.00%	-	0.00%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

100% of the Loans of the Preliminary Portfolio correspond to the automotive category, meaning those Loans granted with the purpose of financing the acquisition of new and used vehicles.

None of the Loans correspond to (i) the vehicles Demo category, meaning those Loans granted with the purpose of financing the acquisition of self-registration vehicles for dealers demonstrative purposes, or (ii) the Rent a Car category, meaning those Loans granted with the purpose of financing the acquisition vehicles by the rent a car companies.

(x) *Information regarding the Loan origination date and Loan final maturity date*

Origination Date

The following table shows the distribution of the Loans of the Preliminary Portfolio based on the year of origination.

Origination Year	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
2015	3	0.01%	23,502	0.00%
2016	3	0.01%	16,465	0.00%
2017	25	0.05%	257,448	0.04%
2018	38,145	72.58%	439,014,289	71.63%
2019	14,383	27.37%	173,543,954	28.32%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>



Final maturity date of the Loans

The following table shows the distribution of the Loans of the Preliminary Portfolio according to the year of final maturity.

Maturity Year	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
2019	1	0.00%	3,807	0.00%
2020	773	1.47%	1,959,323	0.32%
2021	2,081	3.96%	9,301,860	1.52%
2022	4,482	8.53%	31,341,196	5.11%
2023	12,138	23.09%	113,685,657	18.55%
2024	12,652	24.07%	141,564,321	23.10%
2025	7,863	14.96%	103,892,899	16.95%
2026	5,290	10.06%	80,273,512	13.10%
2027	2,241	4.26%	36,852,319	6.01%
2028	3,780	7.19%	69,763,836	11.38%
2029	1,258	2.39%	24,216,928	3.95%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

(xi) *Information regarding the original term of the Loans*

The following table shows the distribution of the Loans of the Preliminary Portfolio by the original term of the financing (in months).

Original Term	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
0 - 12	5	0.01%	12,082	0.00%
12 - 24	798	1.52%	2,253,779	0.37%
24 - 36	1,982	3.77%	8,836,403	1.44%
36 - 48	4,523	8.61%	32,655,587	5.33%
48 - 60	12,348	23.49%	116,299,335	18.98%
60 - 72	11,915	22.67%	132,458,652	21.61%
72 - 84	7,957	15.14%	103,693,209	16.92%
84 - 96	5,315	10.11%	79,404,279	12.96%
96 - 108	2,607	4.96%	41,910,863	6.84%
108 - 120	3,545	6.74%	65,319,384	10.66%
≥ 120	1,564	2.98%	30,012,084	4.90%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

<b>Minimum</b>	12
<b>Maximum</b>	128
<b>Weighted Average</b>	79

(xii) *Information regarding the term to Maturity of the Loans*

The following table shows the distribution of the Loans by their term to maturity (in months).

Remaining Term	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
0 - 12	392	0.75%	861,827	0.14%
12 - 24	1,719	3.27%	6,704,937	1.09%
24 - 36	3,562	6.78%	21,769,205	3.55%
36 - 48	9,281	17.66%	81,837,401	13.35%
48 - 60	13,732	26.13%	145,046,983	23.67%
60 - 72	9,474	18.03%	119,236,263	19.46%
72 - 84	5,678	10.80%	84,040,348	13.71%
84 - 96	3,344	6.36%	53,794,075	8.78%
96 - 108	2,659	5.06%	48,017,580	7.84%
108 - 120	2,718	5.17%	51,547,038	8.41%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

Minimum	3
Maximum	115
Weighted Average	69

(xiii) *Information regarding the seasoning of the Loans*

The following table shows the distribution of the Loans of the Preliminary Portfolio by their seasoning (in months).

Seasoning	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
0 - 12	32,659	62.14%	387,806,432	63.28%
12 - 24	19,889	37.84%	224,971,043	36.71%
24 - 36	6	0.01%	48,895	0.01%
36 - 48	4	0.01%	28,215	0.00%
48 - 60	1	0.00%	1,072	0.00%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

Minimum	6
Maximum	56
Weighted Average	11

(xiv) *Information regarding the geographical distribution of the Borrowers*

The following table shows the geographic distribution of the Borrower by Autonomous Regions and Autonomous Cities.

Region	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
Andalucía	12,932	24.60%	145,473,855	23.74%
Cataluña	6,803	12.94%	87,511,232	14.28%
Madrid, Comunidad de	6,307	12.00%	72,862,303	11.89%
Comunitat Valenciana	5,580	10.62%	63,820,156	10.41%
Canarias	4,145	7.89%	41,119,219	6.71%
Galicia	3,137	5.97%	37,182,040	6.07%
Castilla - La Mancha	2,342	4.46%	27,164,604	4.43%
Castilla y León	1,844	3.51%	22,989,647	3.75%
Illes Balears	1,527	2.91%	17,926,006	2.92%
Región de Murcia	1,487	2.83%	17,710,543	2.89%
País Vasco	1,405	2.67%	17,563,742	2.87%
Aragón	1,245	2.37%	16,015,493	2.61%
Extremadura	1,285	2.44%	13,270,890	2.17%
Principado de Asturias	775	1.47%	9,921,724	1.62%
Comunidad Foral de Navarra	621	1.18%	8,157,487	1.33%
Cantabria	634	1.21%	7,980,220	1.30%
La Rioja	389	0.74%	4,847,520	0.79%
Melilla	81	0.15%	1,107,362	0.18%
Ceuta	20	0.04%	231,615	0.04%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

(xv) *Information regarding the repayment system of the Loans*

100% of the Loans have a monthly constant repayment system, without the possibility of grace periods for principal and interests.

(xvi) *Information regarding the formalization of Loans included in the Preliminary Portfolio*

From the random sample of the Preliminary Portfolio, approximately 96% of the balance of the sample corresponds to Loans formalized by means of a private agreements and 4% of the balance of the sample corresponds to Loans formalized by means of a public document (*póliza*) before a Public Notary. No information is available in relation to the whole Preliminary Portfolio.

(xvii) *Information regarding the Borrowers' concentration*

The following table shows the ten (10) most important Borrowers taking into account the Outstanding Balance of their Receivables over the total Outstanding Balance of the Receivables in the Preliminary Portfolio:

Borrower	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
Borrower 1	1	0.00%	85,946	0.01%
Borrower 2	1	0.00%	79,992	0.01%
Borrower 3	1	0.00%	69,457	0.01%
Borrower 4	1	0.00%	68,228	0.01%
Borrower 5	1	0.00%	64,868	0.01%
Borrower 6	1	0.00%	64,727	0.01%
Borrower 7	1	0.00%	63,388	0.01%
Borrower 8	1	0.00%	60,612	0.01%
Borrower 9	1	0.00%	59,270	0.01%
Borrower 10	1	0.00%	56,410	0.01%
Other Borrowers	52,549	99.98%	612,182,759	99.89%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

In accordance with the previous table, no single Borrower has entered into more than one (1) Loan.

(xviii) *Insurance*

The following table shows the distribution of the Loans of the Preliminary Portfolio by type of insurance (not including the obligatory insurance policies for vehicles as these are not assigned to the Fund):

Insurance	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
With Insurance	49,522	94.22%	571,142,653	93.19%
Without Insurance	3,037	5.78%	41,713,004	6.81%

Life Insurance	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
With Life Insurance	49,300	93.80%	569,137,956	92.87%
Without Life Insurance	3,259	6.20%	43,717,701	7.13%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

Unemployment Insurance	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
With Unemployment Insurance	1,862	3.54%	18,374,320	3.00%
Without Unemployment Insurance	50,697	96.46%	594,481,337	97.00%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

Total Loss Insurance	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
With Total Loss Insurance	1,131	2.15%	8,823,774	1.44%
Without Total Loss Insurance	51,428	97.85%	604,031,883	98.56%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

Number of Insurance Policies	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
1 Type of Insurance	46,809	89.06%	546,358,031	89.15%
2 Types of Insurance	2,655	5.05%	24,375,847	3.98%
3 Types of Insurance	58	0.11%	408,775	0.07%
Without Insurance	3,037	5.78%	41,713,004	6.81%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

- 1 Type of Insurance means that the relevant borrower only has one insurance policy.  
2 Types of insurance means that the relevant borrower has two insurance policies.  
3 Types of insurance means that the relevant borrower has three insurance policies.

There are no Loans in the Preliminary Portfolio with driver license insurance.

(xix) *Information regarding the retention of net economic interest*

The following table shows the information regarding the retention of net economic interest.

Risk Retention	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
Eligible Portfolio	49,931	95.00%	582,212,874	95.00%
Retained by the Seller	2,628	5.00%	30,642,783	5.00%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

The information of retention of the Seller (at the date of the Preliminary Portfolio) is referred to the retention of the net economic interest of the Fund, calculated as a percentage of the nominal value of the securitization exposure, as provided in section 3.4.3.1 of this Additional Information.

(xx) *Information regarding the punctuation of the scoring system*

The following table shows the information regarding the marks of the scoring system, among new vehicles and used vehicles, which measures the probability of non-payment, as described in section 2.2.7.1 of the Additional Information. Scoring 545 means that 1.94% of the loan agreements with that scoring are in arrears at twelve months from their execution.

Scoring	Number of loans	Number of loans (% of total)	Current Outstanding Balance (EUR)	Current Outstanding Balance (% of total)
New Vehicles	19,013	36.17%	285,848,065	46.64%
ND	4	0.01%	24,548	0.00%
<=529	120	0.23%	2,253,453	0.37%
530-544	2,393	4.55%	43,927,554	7.17%
545-566	5,074	9.65%	85,998,760	14.03%
567-584	4,402	8.38%	66,716,237	10.89%
>=585	7,020	13.36%	86,927,513	14.18%
Used Vehicles	33,546	63.83%	327,007,593	53.36%
<=529	3,239	6.16%	36,409,025	5.94%
530-544	8,390	15.96%	93,606,335	15.27%
545-566	13,255	25.22%	128,924,123	21.04%
567-584	5,457	10.38%	45,098,911	7.36%
>=585	3,205	6.10%	22,969,198	3.75%
<b>Total</b>	<b>52,559</b>	<b>100.00%</b>	<b>612,855,657</b>	<b>100.00%</b>

### **2.2.2.2. Additional Receivables**

Following its incorporation, the Fund, represented by the Management Company, will on each Payment Date during the Revolving Period make subsequent acquisitions of Additional Receivables to replace the decrease in the Outstanding Balance of the Receivables purchase by the Fund up to a maximum amount equal to the Acquisition Amount on the Determination Date preceding the relevant Payment Date, provided that the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria.

#### *2.2.2.2.1 Revolving Period*

On a quarterly basis, the Management Company, in the name and on behalf of the Fund, will acquire Additional Receivables on each Payment Date between the Date of Incorporation, 14 October 2019 (excluded), and the Payment Date falling on 20 December 2021 (included) (the "**Revolving Period**"), unless there is a Revolving Period Early Termination Event.

#### Early termination of the Revolving Period:

The Revolving Period will be definitely terminated in advance (the "**Revolving Period Early Termination Event**") on the Determination Date of the Revolving Period, inclusive, on which any of the following circumstances occurs:

- (i) on each of the two Determination Dates immediately preceding the two (2) immediately preceding Payment Dates, the Outstanding Balance of the Non-Defaulted Receivables shall have been less than 90.00% of the Principal Amount Outstanding of the Notes; or
- (ii) the Cumulative Loss Ratio as at the immediately preceding Determination Date is equal to or greater than 1.30%; or
- (iii) the three month average Delinquency Ratio as of the preceding Determination Date is more than 5%; or
- (iv) the Cash Reserve is not funded up to the Target Cash Reserve Amount after paying or retaining the relevant amounts required to be paid or retained in priority by the Fund on such date in accordance with the Pre-Enforcement Priority of Payments; or
- (v) an Insolvency Event occurs in respect of the Seller; or
- (vi) the Seller breaches any of its obligations under any transaction document (unless such breach is remedied within the earlier of five (5) Business Days or the following Purchase Date); or
- (vii) Santander Consumer ceases to perform or is replaced as Servicer of the Receivables, or it fails to comply with any of its obligations established by the Deed of Incorporation or under the Prospectus; or
- (viii) a Swap Counterparty Downgrade Event (as this term is defined in section 4.9.2.1 of the Securities Note) occurs and none of the remedies provided for in the Swap Agreement and described in section 3.4.8.1 of the Additional Information are put in place within the term required thereunder; or
- (ix) the audit reports on the Seller's annual accounts show qualifications, which in the opinion of the CNMV, could affect the Additional Receivables.

#### *2.2.2.2.2 Acquisition Amount of the Additional Receivables.*

The Additional Receivables shall be assigned at a price equal to the Acquisition Amount of the Additional Receivables as provided in section 3.3.3 (ii) of the Additional Information.

### 2.2.2.2.3 Eligibility Criteria

In order to be assigned to and acquired by the Fund, on the respective Purchase Date, the Additional Receivables must meet both the Individual Eligibility Criteria and the Global Eligibility Criteria (the "**Eligibility Criteria**") set forth below.

#### Individual Eligibility Criteria

Each Additional Receivable shall individually satisfy on their respective Purchase Date with all the representations and warranties established in section 2.2.8 (ii) below (the "**Individual Eligibility Criteria**").

#### Global Eligibility Criteria

In addition to the Individual Eligibility Criteria, the following are the eligibility criteria which the Additional Receivables to be acquired by the Fund must satisfy as a whole after the assignment of those Additional Receivables (the "**Global Eligibility Criteria**"):

- (i) That, on each Offer Date, the Outstanding Balance of the Receivables corresponding to used vehicles does not exceed 60% of the total Outstanding Balance of the Receivables.
- (ii) That, on each Offer Date, the Outstanding Balance of the Receivables corresponding to new vehicles with a scoring model punctuation of less than 545 does not exceed 15% of the total Outstanding Balance of the Receivables.
- (iii) That, on each Offer Date, the Outstanding Balance of the Receivables corresponding to used vehicles with a scoring model punctuation of less than 545 does not exceed 25% of the total Outstanding Balance of the Receivables.
- (iv) That, on each Offer Date, the Outstanding Balance of the Receivables corresponding to the same Borrower does not exceed 0.05% of the total Outstanding Balance of the Receivables.
- (v) That, on each Offer Date, the Receivables corresponding to legal persons do not exceed 8% of the total Outstanding Balance of the Receivables.
- (vi) That, on each Offer Date, the average maturity of the Receivables since the date of assignment to the Fund, weighted by the Outstanding Balance of the Receivables, does not exceed seventy-two (72) months.
- (vii) That, on each Offer Date, the Outstanding Balance of the Receivables with a term to maturity exceeding ninety-six (96) months does not exceed 18.5% of the total Outstanding Balance of the Receivables.
- (viii) That, on each Offer Date, the Outstanding Balance of the Receivables corresponding to the Autonomous Region with the highest representation does not exceed 30% of the total Outstanding Balance of the Receivables.
- (ix) That, on each Offer Date, the Outstanding Balance of the Receivables corresponding to the three Autonomous Regions with the highest representation does not exceed 60% of the total Outstanding Balance of the Receivables.
- (x) That, on each Offer Date, the Outstanding Balance of the Receivables with an Outstanding Balance exceeding €50,000 does not exceed 1.5% of the total Outstanding Balance of the Receivables.

- (xi) That, on each Offer Date, the Outstanding Balance of the Receivables corresponding to a type of vehicle other than a Passenger Car and a Four-Wheel Drive Vehicle does not exceed 15% of the total Outstanding Balance of the Receivables.
- (xii) That, on each Offer Date, the Outstanding Balance of the Receivables with a down payment percentage as regards the vehicle's value lower than 5% does not exceed 15% of the total Outstanding Balance of the Receivables.
- (xiii) That, on each Offer Date, the Outstanding Balance of the Receivables with a down payment percentage as regards the vehicle's value lower than 20% does not exceed 62% of the total Outstanding Balance of the Receivables.
- (xiv) That, on each Offer Date, the Outstanding Balance of the Receivables corresponding to Borrowers with an employment status of "Does not work" on the date on which the Loan is granted does not exceed 7% of the total Outstanding Balance of the Receivables.
- (xv) That, on each Offer Date, the weighted average rate of the Receivables is not lower than 7%.
- (xvi) That, on each Offer Date, the Outstanding Balance of the Receivables corresponding to borrowers with an employment status of "Self-employed" on the date on which the Loan is granted does not exceed 18% of the total Outstanding Balance of the Receivables.

#### 2.2.2.2.4 Offer Dates

"**Offer Request Dates**" will be the dates corresponding to the eighth (8<sup>th</sup>) Business Day preceding each Payment Date during the Revolving Period on which Additional Receivables should be acquired by the Fund.

"**Offer Dates**" will be the dates corresponding to the sixth (6<sup>th</sup>) Business Day preceding each Payment Date during the Revolving Period on which Additional Receivables should be acquired by the Fund.

#### 2.2.2.2.5 Procedure for the acquisition of Additional Receivables.

On each Offer Request Date, the Management Company will send to the Seller a written notice requesting the assignment of Additional Receivables to the Fund, specifying (i) the Available Funds on the Determination Date preceding the relevant Payment Date and (ii) the Payment Date on which the assignment to the Fund and payment of the purchase price of the assignment must be made.

Before 17.00 CET on the Offer Date, the Seller will send to the Management Company a written notice offering the assignment of Additional Receivables, along with a data file detailing the selected Loans and their characteristics included in the assignment offer and which must meet the Eligibility Criteria.

No later than on the fifth (5<sup>th</sup>) Business Day preceding the Payment Date (the "**Purchase Date**"), the Management Company will send to the Seller a written notice accepting the assignment of all or part of the Additional Receivables, along with a data file with the details of the Additional Receivables accepted and their characteristics, as reported by the Seller.

In determining which Additional Receivables are to be included in the assignment acceptance, the Management Company will:

- (i) check that the Receivables (and the Loans from which they are derived) listed on the assignment offer meet the Eligibility Criteria in accordance with the characteristics notified by the Seller; and



- (ii) determine the Additional Receivables that are acceptable and eligible for assignment to the Fund for an amount not exceeding the Acquisition Amount.

For these purposes, "**Acquisition Amount**" will be equal to the sum of the Outstanding Balance of the Additional Receivables pooled in the Fund on the corresponding Payment Date, plus the accrued and unpaid interest before the corresponding Payment Date.

The assignment of the Additional Receivables will be full and unconditional from the Payment Date on which they are acquired and paid by the Fund and will be made for the entire remaining term until the total maturity of the Receivables, in accordance with section 3.3.3 of this Additional Information.

### **2.2.3. Legal nature of the assets.**

The Receivables securitised by means of their assignment to the Fund are credit rights deriving from Loans granted by Santander Consumer to individuals and legal entities' resident in Spain, for the financing of the acquisition of new or used vehicles, which have been granted pursuant to Law 16/2011 (and, with respect to the Additional Receivables, pursuant to the foregoing aforementioned law and/or any other relevant rules replacing it from time to time).

Some of the Loan agreement from which the Receivables are derived include guarantees (personal guarantees by co-owners). In addition, all of the Loan agreements have a reservation of title clause, regardless of the fact that the Loan agreements have been granted by means of a public deed (*póliza*) granted before a Public Notary or in a private agreement; however, not all the reservation of title clauses are registered in the Register of Instalment Sales of Movable Properties.

The Receivables will be directly assigned to the Fund, upon being sold by the Seller and acquired by the Fund, on the terms provided for in section 3.3 of this Additional Information.

### **2.2.4. Expiration or maturity date(s) of assets.**

Each of the selected Loans matures in accordance with its particular terms and conditions, without prejudice to the partial periodic repayment instalments.

The Borrowers may prepay all or any part of the outstanding principal at any time during the term of the Loans, ceasing as from the date of repayment the accrual of interest on the prepaid portion.

The maturity date of any selected Loan will be in no event later than 20 December 2032 (the "**Final Maturity Date**").

### **2.2.5. Amount of the Receivables.**

The assets of the Fund will be composed of the Receivables assigned by Santander Consumer to the Fund and selected from among those comprising the Preliminary Portfolio in an amount equal to or marginally greater than FIVE HUNDRED AND FIFTY MILLION EUROS (€550,000,000) equivalent to the nominal value of Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes and part of the nominal value of Class F Notes.

The Preliminary Portfolio from which the Loans to be assigned on the Date of Incorporation will be extracted is composed by 52,559 Loan, with an Outstanding Balance of SIX HUNDRED TWELVE MILLION EIGHT HUNDRED FIFTY FIVE THOUSAND SIX HUNDRED AND FIFTY SEVEN EUROS (€ 612,855,657) as of 16 September 2019.

Loans with arrears of more than thirty (30) days will not be assigned.

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

The Loans of the Preliminary Portfolio have no real estate mortgage security (*garantía hipotecaria*); thus, the information concerning the ratio of the outstanding principal balance as regards the appraisal value does not apply.

The Maximum Amount of the Receivables will be equal to or slightly higher than FIVE HUNDRED AND FIFTY MILLION EUROS (€550,000,000) equivalent to the nominal value of Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes and part of the nominal value of Class F Notes.

The Fund shall issue a Class F Notes with an aggregate face value of TEN MILLION EUROS (€10,000,000) which shall be used (i) to set up the Target Cash Reserve Amount and (ii) to partially fund the purchase of the Initial Receivables.

11.79% of the Outstanding Balance of the Loans included in the Preliminary Portfolio has a ratio of the amount financed over the value of the vehicle higher than 100% due to the fact that (i), in some cases, the amount financed includes insurance costs (life, unemployment, and total loss insurances) and/or fees (opening fees - equal to 3% of the financed capital with a minimum of € 180 for transactions ranging from € 3,000 to € 6,000, and a minimum of € 90 for transactions with an amount below € 3,000 study and information fees, where appropriate or (ii) in the event that the Loan finances more than one vehicle, the value of the vehicle used for the calculation of the "amount financed over the value of the vehicle" ratio corresponds exclusively to the financed vehicle with the higher value.

#### **2.2.7. The method of origination or creation of assets, and for loans and credit agreements, the principal lending criteria and an indication of any loans which do not meet these criteria and any rights or obligations to make further advances.**

The Loans of the Preliminary Portfolio have been granted by Santander Consumer according to its usual procedures of analysis and assessment of the credit risk regarding the granting of loans to natural persons or legal persons for the purchase of new and used vehicles ("**Santander Consumer Policies**").

100% of the Outstanding Balance of the Receivables complies with the current Santander Consumer Policies contained in this section 2.2.7.

The Additional Receivables to be assigned to the Fund will be granted in accordance with the Santander Consumer Policies described in this section.

Santander Consumer undertakes to disclose to the Management Company without delay any material change in the Santander Consumer Policies.

##### **2.2.7.1. Criteria and procedures to grant loans**

The efficient management of the risk is one of the main aspects on which the strategy of Santander Consumer is based.

The main principles of the risk management, are as follows:

- Common basic model adapted to the specific needs of each market and to the business structure, both according to the type of customer and according to activity and geography.
- Continuous improvement of risk management processes, tools and methodology.

- Priority for risk quality criteria; business growth based on the maintenance/improvement of the quality of risk assets.
- Executive capacity based on experience and thorough knowledge of sectors and markets in which it operates.
- Functional independence with shared hierarchy, so that the goals and methodology can be established by the Risk Area, at the same time that the organizational structure is adapted to the commercial strategy and to the business needs defined by Top Management.
- Risk management by means of differentiated processes and systems according to the type of risk and the segment of customers and products.
- Specialization and differentiation of the credit process (admission, formalization, follow-up and recovery) according to the segment of customers.
- Use of systems such as credit scorings helping to make credit decisions and serving as tools that make the credit granting process more efficient, make the credit behaviour monitoring easier and enable the treatment according to homogeneous groups of risk.
- Relevance of risk supervision in order to prevent eventual impairments in the risk quality, as an anticipatory measure.
- Diversification of risk, limiting, in general, the level of total indebtedness of the client that can face.

In particular, for the automotive sector business line, Santander Consumer has established, among others, the following general principles for credit risk management:

- Segmentation consists on the classification of the risk according to certain criteria in order to optimize the efficiency in its management; the segmentation allows:
  - ✓ To analyse the risk differently according to its type.
  - ✓ To assess yield and risk better.
  - ✓ To improve the decision-making process, since more appropriate information is available.

The segmentation for the Automotive business line, is the following:

- New vehicles
- Used vehicles
- Integrity, given that risks are globally managed (admission, follow-up and recovery).

These criteria are based on four pillars: risk policies, automation of decisions, strictness in analysis, and efficient processes and systems.

The approach used for the risk management is the credit cycle, which is understood as the set of actions to be performed in order to administer the risk in credit transactions, for the purposes of optimizing the ratio between risk and profitability.

The credit cycle has four stages: planning, admission, portfolio management and collection or recovery.

(i) Sourcing channels

Transactions may be sourced by means of the following channels:

- Office/Agent/Representative: acts as an intermediate channel for the receipt of the documentation.
- Telephone: Dealers call the Call-Centre, which captures the application data. For the pre-approved applications it is the client who calls the Call-Center for the capture of the required documents.
- WEB: it is the Advisor who captures the application data through a web mask.

Agents and delegates are those natural persons or legal person that, independently and without any employment relationship with Santander Consumer, act on their own as mediators in order to attract new customers and to offer products marketed by Santander Consumer; therefore, their duties are limited to the presentation of transactions.

Advisor means the legal or natural person that assign financing transactions of their clients to Santander Consumer (hereinafter, the "**Dealers**").

(ii) Products and risks

The definition of the maximum limits, both for amounts and for terms, to be established as conditions of the asset products that are marketed, is made by applying risk criteria and commercial considerations jointly between the Risk Area and the corresponding Business Areas.

In this respect, the main credit determining factors are the following:

- Market assessments of the goods to be financed must be supported in some cases by independent appraisals and, in other cases, by data extracted from technical publications (e.g., Gamvan and Eurotax).
- The need, according to the type of product, that the client provides a minimum initial amount from its own resources (minimum initial down payment).
- Financing terms must be consistent with the useful life of the product to be acquired and must be proportional to the repayment capacity of the borrower.

From the commercial point of view, the following is deemed essential:

- The strategic decisions communicated by Top Management.
- The financial terms of the transaction (fees, interests and expenses) must be proportional to the risk level to be assumed according to the product and term.
- The competitive position as compared to the offers from competitors.

Apart from the decisions made within the aforementioned scope, there are other bodies that may deal with these matters: the Board of Directors, the Executive Committee, the Management Committee, and the Executive Committee for Risks and the Local Marketing and Monitoring Committee for Products and Operations.

Once the limits have been established, the Business Areas include them in their products and the Risk Area must take them into account for its internal procedures.

(iii) Operations with Standardized Risks

According to the type of client and the total risk assumed by Santander Consumer in the transaction, the application is classified within Standardised Risks in accordance with the following criteria:

- All the applications in which clients are natural persons.
- Applications for proposals from Legal Persons when the outstanding risk is lower than or equal to € 250,000. Likewise, we have:
  - ✓ Transactions of companies in which any Public Bodies have a majority or minority participation.
  - ✓ Transactions with foundations, associations (profit or non-profit organizations), civil partnerships, cooperatives, community properties, property owners' communities, etc.

*(i) Application admission procedure*

The admission procedure consists of a series of actions aimed at the resolution of credit applications with the purpose of (i) approving credit transactions for those clients that are in the target market and meet the requirements, (ii) rejecting applications identified as having a higher risk of non-payment, and (iii) providing alternatives for those applications that require a more in-depth analysis.

The admission of transactions always starts at the request of the Dealer.

This commencement may take place by means of a telephone call made to the Call Centre or by means of the capture by the advisor in the WEB system implemented to that end.

In all cases, the process is started with the gathering of data and the feeding of said data in the systems implemented to that end (AS/400 is the tool used at Santander Consumer).

During the registration process of the computer application, identifying data of the borrowers and guarantors (name and surname, corporate name, Tax Identification Number/Code), the terms and conditions of the transaction (amount, term, purpose, payments, etc.) and the information data (personal, employment and solvency) are introduced.

In the event that the transaction has been approved and is to be formalized, the aforementioned data is validated and verified by means of the submission of certain documents such as the National Identity Card, Tax Identification Number, last payslip, last tax return, evidence of property owned, document for direct debiting, deed of incorporation, corporate income tax, balance sheets, etc.

Aside from the information provided by customers, additional information is automatically obtained when the customers' identity document numbers are entered in the computerized application. This additional information comes from (i) the Santander Consumer's own database (in respect of the customer's behaviour in previous transactions), as well as (ii) from external databases (negative such as Asnef-Equifax or Experian, or regarding default, such as R.A.I. or B.D.I. or fraud bureau as Confirma).

With all this information and/or any other information that might be considered necessary, the application enters the assessment process, which can be:

- automatic: the assessment system is able to make a decision without the intervention of an analyst.
- manual: the assessment is made by an analyst; this occurs when the decision to be made is contrary to the decision of the model (forced decisions) or where the

model, due to type of transaction, cannot make an automatic decision (grey area of scoring or fulfilment of rules).

(ii) *Delegated powers or duties.*

The procedure followed for the delegation of powers at the Standardized Risk Area established by Santander Consumer in connection with the approval of transactions within its scope is the following:

- The powers relating to risks are granted by the Manager of the Risk Area in a hierarchical manner.
- The Risk Management of Santander Consumer will delegate powers as regards the decision-making process for transactions to the following units and departments attached to the Risk Management:
  - ✓ Standardized Risk Department
  - ✓ Operation Decision Unit (ODU)
  - ✓ Restructuring Operation Decision Unit (ODU-R)
- As regards the applications on which a decision is made by the Standardized Risk Department, the following maximum levels are established:
  - ✓ Up to € 250,000 of total risk for applications made by individuals
  - ✓ Up to € 500,000 for applications made by individuals with mortgage security
  - ✓ Up to € 250,000 of total risk for applications made by legal entities

	Total risk for applications from individuals	Total risk for applications from individuals with mortgage guarantee	Total risk for applications from legal entities (SMEs)	Comments
Standardized Risks Management	€ 250,000	€ 500,000	€ 250,000	> Transactions with individuals above these limits shall be submitted, once analysed and supported, to the Higher Risk Committee for their sign-off. > Transactions with legal entities with a total risk above € 250,000 shall be processed through the U.A.E. > Transactions with a mortgage guarantee restructured 3 or more times shall be approved by the Higher Risk Committee (regardless of the total risk) as well as those above the Standardized Risk Management authorized limits.
Portfolio management and policy officer	€ 250,000	€ 500,000	€ 250,000	
Portfolio manager	€ 250,000	€ 500,000	€ 250,000	

	Total risk for applications from individuals	Total risk for applications from individuals with mortgage guarantee	Total risk for applications from legal entities (SMEs)	Comments
UDO Director	€ 250,000	€ 500,000	€ 250,000	All transactions above these limits shall be submitted, once analysed and supported by the UDO, to the Standardized Risks Department or, where appropriate, to the Higher Risk Committee for their sign-off.
UDO Deputy Director	€ 200,000	€ 400,000	€ 200,000	
UDO analyst	€ 100,000	€ 200,000	€ 100,000	

(iii) *Electronic Authorization*

All the applications requiring a manual analysis by the ODU are transferred to the Electronic Authorization system, which allows managing this analysis by means of displays of information on the application to be manually assessed.

This tool allows:

- To make a decision on the application: “approval”, “rejection” or apply for such additional requirements as may be deemed necessary by the analyst for the decision-making process.
- To identify the analyst(s) that has/have analysed the application, and the number of times that such application has been reviewed.
- To register the reason supporting the decision.
- To include, in the section of Remarks, additional detailed information on the reason supporting the decision made.

(iv) *Scoring tools*

i. Models used in Santander Consumer

The model gives a score to each application, which is obtained from the sum of the various variables that are scored. Once the application has been scored and according to the rules applied by the application, the application is put into a decision-making matrix for its classification as approved, rejected or grey area.

The list below shows the various models for admission that are currently applied for assessing applications relating to the Automotive sector as regards the Loans from which the Receivables derive:

Scoring model	Customer type	Scope of application	Implementation date	Development and manager
ANV1	Individual	Auto New	dic-09	External-FICO
ANV2	Individual	Auto New	nov-14	External-FICO
AUS1	Individual	Auto Used	nov-09	Internal (PM)
AUS2	Individual	Auto Used	oct-14	External-FICO
AUS3	Individual	Auto Used	may-19	External Experian
ATN1	Self-employed	Self-employed New/Used	dic-12	External Experian
ATN2	Self-employed	Self-employed New/Used	may-19	External Experian
PME1	Persona Jurídica	Empresas No Carterizadas	jun-10	External Experian
PME2	Persona Jurídica	Empresas No Carterizadas	ago-14	External Experian

For clarification purposes, the date of implementation corresponds to the date of the version of the model implemented. ANV2 is the recalibration of ANV1, AUS3 is the recalibration of AUS2, AUS2 is the recalibration of AUS1, ATN2 is the recalibration of ATN1 and PME2 is the recalibration of PME1.

Regarding *Development [Manager]*:

**External-FICO** means developed by an external supplier, in this case FICO (Fair Isaac Company).

**Internal (PM)** means internally developed at Santander Consumer.

**External-Experian** means developed by an external supplier, in this case Experian.

#### ii. Assessment and answers of the System

Once the process of an assessment is completed it produces a result, which can be:

- Accept the application.
- Reject the application.
- Review. In this case, the model does not have sufficient arguments for the acceptance or rejection of the application; consequently, the decision must be manually made by a Risk Analyst, according to his/her opinion.

In order to obtain this result, the models use two types of information:

- **Scoring:** the calculation is made by using the scoring model. This scoring is understood as a measurement of the probability of non-payment. The lower the score, the higher the risk of non-payment.
- **Rules:** Santander Consumer has only negative rules, which highlight all weak points observed in the application, such as fraud, indebtedness, insecurity of employment, previous experience, etc.

The combination of the "scoring" with the "rules result" establishes the basis upon which the result of the model or, as shown below, the resolution table is determined. As a minimum, a different table will be applied to each model, but various resolution tables can also be applied according to the Dealer, profile, product or any other segmentation considered.

#### **Santander Consumer Model Rules**

In order to strengthen the decision, a system of rules divided into Exclusion Rules, Review Rules and Information Rules is established.

- ✓ **Exclusion Rules**



These are those rules that invalidate the result of the scoring assessment for a transaction, regardless of the score obtained. These rules operate as minimum acceptance criteria and will be applied to all the applications assessed by the model.

✓ **Review Rules**

This involves applications that have any parameter outside of the standards requiring a confirmation or review exclusively by the Analyst. These rules are considered to be a “filter”, so that the application that fulfils one of these rules cannot be approved by the system, whilst the analyst does not validate that such transaction has been completed pursuant to the generally required criteria.

✓ **Information Rules**

These are rules with recommendations relating to the actions to be followed prior to the formalization of the transaction. For example, in the models for the Automotive sector, information is provided according to the rules on the formalization before a notary public or the reservation of title.

Score / Rules Result	YES	R1	R2	R3
Tranche 1	RC	RC	RC	RC
Tranche 2	AC	R1	R2	RC

RESOLUTION	DESCRIPTION
AC	<b>ACCEPTED</b> ➤ The application exceeds the scoring and rules.
RV	<b>LEVEL 1 REVIEW</b> ➤ The application exceeds the scoring, but does not comply with any rule of less dedication.  <b>LEVEL 2 REVIEW</b> ➤ The application exceeds the scoring, but does not comply with any rule of more dedication.
RC	<b>REJECTED</b> ➤ The application does not exceed the scoring and/or does not comply with more serious rules.

(v) *Criteria for requirement of guarantees in vehicle financing transactions*

Formalization of the contractual documents before a notary public. Notarial certification: As a general rule, from €36,000 (including pre-authorized outstanding risk) all trade cycle management agreements (TCM) and industrial vehicles. For Used Vehicles, certification will be as from €18,000.

Reservation of Title: As a general rule, from €24,000. Also for irregularities (CBU) and when the ODU analyst deems appropriate.

(vi) *Formalization of the transactions*

Once the transaction has been approved and accepted by the client, the resolution is captured in the system for its formalization. The steps to be followed are:

- Printing the Loan agreement for its execution: Depending on the amount, the agreement is intervened in a public deed (*póliza*) before a notary public.
- Receiving the signed Loan agreement and supporting documents that justify the data provided in the application.

- Reviewing the correct signature of the Loan agreement and the completeness of the documents provided.
- Formalizing the transaction.

Once the transaction is formalized, it must be registered from an accounting point of view, number plates must be requested, formalities for reservation of title must be carried out if so required by the transaction, the dossier must be sent to the digitalization center and filing must be completed.

#### **2.2.7.2. Risk management and monitoring**

Both the Business Department and Risk Departments monitor periodically the behavior and admission models and the general performance of the transactions in accordance with its processes and policies, focusing on the client and all his/her exposures with the group.

These processes are defined under three fundamental pillars:

- Periodic review of the credit rating (behaviour scoring).
- Analysis and management of alerts relating to credit quality.
- Monitoring of the evolution of portfolios.

Furthermore, and additionally, they carry out the validation of credit rating models in order to ensure that the pillars supporting the monitoring process are correctly calibrated, which guarantees the monitoring quality.

The credit risk control, analysis and consolidation areas will generate the information necessary for an efficient portfolio monitoring.

##### (i) Risk monitoring reports

The credit risk is monitored by means of the preparation and analysis of periodic information on the credit portfolio (current credit, report on scoring behaviour, etc.)

Behaviour reports are prepared on a quarterly basis regarding the transactions that have been assessed by the models, in order to carry out a monitoring not only of the score obtained and of the assessment result (combination of score and credit rule) as regards default rates, but also of each one of the variables captured during the contracting process of the application in order to check the stability of population, to carry out an analysis of sub-populations (regional, branches, objects, etc.) for the purposes of adapting the model, if necessary.

##### (ii) Portfolio Management Applications

**SCP:** Strategic Commercial Plan. Annually a report is prepared by the Business and Risk Departments which contains all information on each Portfolio (ie. admission indicators, risk metrics, limits, policies, recovery management, projects, decision-making models).

**MRR:** Monthly Risk Report. A monthly report is prepared by the Risk Department to monitor the portfolio, which analyses and evaluates any deviation from metrics or indicators established by SCP, and establishes a control and mitigation plans if necessary.

#### **2.2.7.3. Recovery process**

##### (i) Recovery process

At Santander Consumer, the design of the collection strategy is entrusted exclusive to the Collection Business Unit (“**CBU**”).

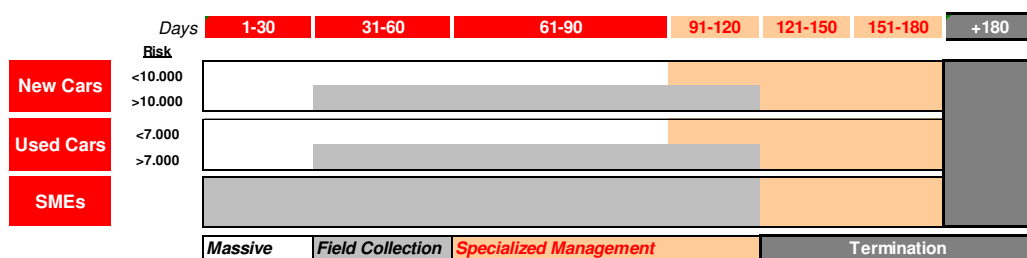
Collections are focused on the efficient management through the application of strategies giving priority to collection according to the client risk, the establishment of appropriate processes and the use of specialized systems.

The operations for the management (in a later stage) of the defaulted loans consists in the load and reception on the Santander Consumer’s systems, of the unpaid instalments for its automatic classification of the files according to its level of default. According to such classification, the management of the repayment is carried out by massive or specialist telephonic management, according to the defined strategies by Tallyman (distribution tool for defaulted files to the different recovery agents, depending on the product type, client risk and default time.

Based on the abovementioned classification, the management of the recovery for these files with unpaid instalments will be carried out by the mass telephone management or personalized contact, as applicable, according to the strategies defined in Tallyman (tool for the distribution of unpaid files to various recovery agents, according to product, client risk and the age of the non-payment).

When a credit transaction registers a non-payment, a non-payment file is created (or reactivated if such file has been already created). Therefore, for each transaction that has generated a default, a default tranche is automatically assigned (based on the age and type of product) and a management “pot” is assigned, based on the strategies defined in Tallyman, for its management by the different recovery actors.

Non-payment recovery procedures are carried out following the strategy defined by the Collection Business Unit (CBU), which varies depending on the type of product, the outstanding risk of the contract and the maturity of the debt, as shown schematically in the following portfolio map:



**Risk** is the outstanding amount of the loan, added, if any, the amount of unpaid instalments.

The management of non-performing transactions by Santander Consumer is divided into sections differentiated by the age of default, the number of days of stay in that tranche and the number of outstanding instalments.

(i) Telephone recovery

Daily, the Tallyman tool performs, following the guidelines of the CBU, the classification of unpaid contracts and their assignment to the telephone collection centers that carry out the following actions:

- Telephone calls to customers in order to contact them and get direct debt collection through the different collection channels.

- Management of the location of the clients with whom it has not been possible to contact, as well as treatment of the incidents detected in the calls.

The information flow between Santander Consumer and the telephone collection providers consists in the daily delivery by Santander Consumer of the necessary information to each collection company with the details of the contact and non-payment of the clients that, by portfolio map, have to manage in this phase. In the same way, daily, the telephone collection companies return the detail with all the procedures carried out on the assigned portfolio.

The telephone recovery platforms carry out a massive management of the portfolio they receive daily. This management consists of an automatic predictive dialing, carried out by a team of tele-operators that adhere to the authorized arguments from CBU, leaving all the transactions carried out by the tele-operators reflected in the Santander Consumer systems.

In addition, on a recurring basis, transactions with unpaid payments are forwarded to the telephone recovery platforms, following the instructions contained in the remittances calendar (*calendario de remesas*) which are parameterized monthly in the internal systems.

Additionally, daily monitoring and control of the strategies is carried out by the recovery platforms and the center managers. This means that the portfolio assigned to them, the results obtained and the steps taken are reviewed every day, reflected in daily monitoring reports with a continuous comparison of results, objectives, trends and behaviours.

To control the activity the following actions are performed:

- Periodic listening of calls and their valuation in terms of quality and debt recovery (calibrations are also made so that all suppliers reach the same service levels).
- Reports with the efforts made by telemarketers, with daily report for their control and monitoring.
- Periodic committees, to analyze the results from the activity, compliance with SLAs, etc.

(ii) *Specialized management*

As described above, and based on the distribution strategy defined according to the portfolio map, customer files with unpaid instalments will be managed through a specialized network, both by face-to-face managers and specialized telephone managers.

The activity of this phase comprises as (i) the personal management or telephone specialized contact for the collection of the defaulting clients / files in which the age of the oldest instalment does not exceed one hundred and eighty (180) days starting from its maturity, according to the portfolio map; and (ii) those files that, although may not be meeting those features, they are included in this phase derived from Circular 4/2016 of the Bank of Spain.

The recovery management of the face-to-face network is carried out through visits to the clients to achieve the regularization of the debt, or failing that, to reach an agreement to withdraw the financed asset, restructuring, repossessions, etc. The objective is the recovery of the debt, and in order to achieve this, in addition to the recovery of the unpaid instalment, alternative financial solutions will be sought that allow the client to regularize his/her situation through the levers mentioned above, always within the compliance and regulations established by the Bank of Spain and the Corporate Policy of the Santander Group.

The criteria for the distribution of transactions to face-to-face managers, which are distributed throughout the national territory, is implemented through the portfolio map with an automatic assignment of the files by postal codes.

The recovery management of the face-to-face network is carried out in person, as a qualitative element of physical location and visit to the borrower.

All management processes must be registered by the external agents in the log linked to each one of the files, by specifying the day of the particular management, its details and the result obtained; this allows to ensure the traceability of the management tasks performed, given that the application allows to identify who made the notation in the log by means of the user.

(ii) Contentious and other procedures

As regards the Circular 5/2012 of the Bank of Spain on transparency of banking services, if the borrower fails to comply with his/her payment obligations and before bringing any legal action, there are procedures to comply with the requirement to inform the borrower of the potential consequences in terms of costs of default interest and other expenses, which would derive if the payment default persists, and of the possibilities and consequences that an eventual enforcement of the debt would have on his/her interests and properties.

The management of the files in respect of which it has been decided to initiate legal actions is carried out through the network of external lawyers, coordinated and controlled by internal legal teams.

The transfer to Legal Management Department is automatically made according to the products and criteria relating to the age of the debt, outstanding risk and unpaid instalments, as shown below:

Product	Entry	Type of assignment	Outstanding Risk	Instalments	Department	Centre
AUTOMOTIVE (Financing)	175 days	Automatic	> € 2,000	>= 3	LEGAL ADVICE NETWORK	ERBRDA
COMPANIES (RV Customer)	175 days	Manual	Customer's Outstanding Risk > € 75,000		COMPANIES	ENT

Exceptionally, the transfer of transactions to Legal Management Department may be anticipated, outside the criteria defined in the allocation policies, provided that such transfer has the prior authorization of the Commercial Director or the Legal Management Department Director.

For the transfer to Legal Management Department to be formalized the transaction must in all cases be registered in a contentious file, so that it is assigned to the contentious balances, introducing other data such as the procedure, action, court and the lawyer or manager to whom the file is assigned.

The management of the files will be assigned according to the product and the risk, based on the prior litigious matrix, and in the case of the category "Companies", according to the following distribution.

- **Companies with a risk exceeding € 75,000.** These transactions will be assigned to the branch of companies (*oficina de empresas*), where all of them will be centrally managed.

- **Companies with a risk lower than € 75,000, insolvency proceedings and rest of products.** These will be assigned to the various area managers that, in turn, will assign the file to an external legal counsel, according to geographic criteria (and the same circuit as the motor vehicle product will be followed).

In any case, they will complete such documents, whether by drafting simple balance certificates (*certificados de deuda*) or by requesting the administrative department to send them, by requesting the more complex certificates, or by gathering from the notaries public that intervened the contracts the certification of the same; likewise, the legal counsel will draft and register the claims for payment, and the gathering of the remaining documents required to file the suit (certified mail, agreement, amongst others).

As a general rule, claims in relation to files assigned to the external lawyers must be filed within twenty (20) days, and claims in relation to files assigned to the branch of companies and mortgage enforcement claims must be filed within thirty (30) days.

Follow-up of the process is performed via entries made in the management log of the file; the external legal counsel will send, for a detailed follow-up of the process, the most significant court rulings or orders, such as answers or challenges to the claim, judgments, etc.

From the moment on which the file is received, the extrajudicial recovery management begins in parallel, without interrupting the deadline for submission of the claim or the initiation of the judicial procedure.

In this regards, as noted above, in parallel to any court claim, extrajudicial procedures in an amicable manner are carried out through telephone management and visits by the face-to-face managers of the Network3.

Any cash collections made must be credited on the same day, or depending on the time of collection, on the following day, to the corresponding bank account. Those made by virtue of writs of return issued by the courts and tribunals will be sent by the solicitors (*procuradores*) to the central services for their payment into the current bank accounts held to such end and for their accounting registration.

Court orders or rulings (judgments) are enforced after having updated the solvency of the borrower (if necessary), by seizing any real estates or salaries, where applicable.

The seizure of assets must be registered in the relevant public registers as soon as the order for registration is obtained; the entries must be renewed every four years, if the amount has not been previously collected.

On the other hand, the award of assets is authorized by the Contentious manager, following their appraisal by appraisal companies/independent experts.

Once that the assets have been awarded, they are accounted, together with a copy of the Writ of Award (*auto de adjudicación*) and the appraisal of the awarded asset.

After the contentious phase, all defaulted transactions which, under the defined criteria, and due to age, have not successfully been recovered in prior phases, will be managed by External Recovery Companies (ERR), according to the following process:

- The transactions will be distributed among various recovery companies, and this generates greater competition. The management will continue to be made via telephone, by combining the mass dialing with the portfolio management and by giving

great importance to locating clients by means of dialing at different times of the day and by looking for new data.

- Each recovery company has a management deadline, after which they will lose the transactions that have surpassed such deadline; they may only keep those transactions for which they have obtained a commitment to imminent payment. To that end, the recovery company must request the corresponding extension of the deadline that must be authorized by Santander Consumer.

In view of the type of transactions and the difficulties for their collection, payment agreements are deemed a basic management tool; in these agreements, the customer may be encouraged to pay with reductions/write-offs of debt that must be previously authorized by Santander Consumer, according to the policy established in this respect.

#### **2.2.7.4. Money laundering and fraud**

In compliance with the risk policy of Santander Consumer, any type of credit risk transaction –no matter the level of guarantees– must be rejected if the applicant is not duly identified, or if the applicant and/or applicant's activity are not properly known, or if the origin of the guarantees offered as hedge or the funds used to repay the transaction are not sufficiently identified.

##### (i) Fraud prevention in the admission process

Such prevention is carried out as follows:

- Monitoring and parameterization of fraud rules in the decision-making systems (within the block of exclusion rules described above). The failure to comply with these rules makes the application rejected.
- Verification of the documents delivered by the customer upon the formalization of the agreement. For SMEs, it is necessary to obtain economic data about the companies by means of the external provider "Informa", which guarantees the truthfulness of the financial statements produced by the customer. Following this verification, the copy to be sent must be a perfectly legible copy.

A fraud profile is created based on the characteristics of the transaction, by classifying the transactions into high, medium or low profiles.

Instructions have been given so that special reviews of documentation are made for high fraud profile transactions, with intensive review.

The transactions are also checked with the Confirma file, which shares fraud information with other entities. If any warning is triggered in this process, the transaction must be analysed as if it had a high fraud profile.

Likewise, the following alert systems are established:

##### (i) *Transactions for which the first two Instalments have been returned; the following actions must be carried out:*

- ✓ From the CBU, a list of these transactions is obtained on a monthly basis.
- ✓ The CBU will carry out a first search in order to prevent technical returns.
- ✓ The abovementioned list will be sent to the business areas within fifty (15) days, so that they can make inquiries with the Dealers in order to confirm the delivery of the assets, the place of delivery and any eventual contact telephone numbers of the borrowers.
- ✓ This information will be sent to the CBU to continue with the management.

(ii) Fraud Committee

The management for fraud prevention in the whole credit cycle requires a high level of involvement of all areas concerned.

Main Powers:

The purpose of the Fraud Committee is the management of fraud prevention throughout the credit cycle.

The committee's main functions are:

- **To continue with the collection management**, since it is considered appropriate to further deepen the management operations, gather more information, or because it is ultimately deduced that the incident is not subject to fraud and, therefore, the file is reclassified. Any alteration of this status must be authorized by the Fraud Committee. In any case, if there are any reasonable doubts about the validity of the transaction (impersonation or other alleged fraud), recovery actions must be preventively suspended until the possible fraud has been analysed.
- **To regularize and separate the borrower**, since it has been verified that he/she has been impersonated, or his/her documents have been used to impersonate them, or because they have been stolen. In all these cases, a formal complaint must have been filed before the Police or a Court by the damaged person; such formal complaint is also analysed and reviewed together with the rest of documents produced. The regularization implies to enter the debt in the accounting books as an operational Risk loss (no VMG), within the category of external fraud.
- **Contentious or Legal Advice**, when the person or entity that has carried out the irregular activity has been identified; the appropriate criminal actions will start accordingly, and the external lawyer to whom the file has been assigned will file the formal complaint and bring the legal actions by means of petitions or claims, and the formal complaint is no longer managed by any attorney or representative of Santander Consumer.

In those cases in which the legal action is not brought against the borrower under the transaction, he/she will be separated and the transaction will be regularized, by registering in the books the debt corresponding to the file as an operational risk loss (not VMG), within the category of external fraud.

In those cases in which the legal action is brought against the borrower under the transaction due to document forgery, the borrower will not be separated and the debt of the transaction will be transferred to operational risk losses (not VMG), within the category of external fraud.
- **Delinquent loan**, when there are no signs that the amounts due will be recovered and in view of the insolvency of borrowers, it is not considered to file any judicial claim.
- **To determine** whether the Santander Consumer appears as a private plaintiff and brings the criminal proceedings deemed appropriate to safeguard its principles and purposes.
- The Chairman **will inform**, together with the head of Fraud Management in the SCE Management Committee, and upon request by such committee, both of the minutes and the relevant facts, improvements, involvements of other areas, etc.

Powers



The Committee shall have powers of up to € 150,000 per fraud (per transaction). Beyond this amount the authorization must be obtained from the SCE Executive Risks Committee.

Likewise, it may decide on the transfer of any dealer from pre-payment (prior to the review of vehicle documents) to post-payment (after the vehicle documents have been reviewed), as well as the withdrawal of the Advisor. If, for any reason, there is any conflict as regards the inclusion in post-payment (after the vehicle documents have been reviewed), such a conflict must be settled by the Director-General Manager of SCE. However, the business network may reconsider any decision on the transfer to post-payment (after the vehicle documents have been reviewed), but the Director-General Manager SCE (CEO) will finally decide on the matter.

#### Composition and Functioning of the Committee

The Fraud Committee will comprise the members appointed by the Committee Executive of SCE Risks.

The Chair of the Committee will correspond to a member of the Management Committee.

The following persons are appointed as permanent members of the Committee:

A least one person will attend on behalf of the following Departments / Areas:

- Head of Fraud Management and Standardized Risks Advisor (who will also act as Secretary)
- Representative of the CBU
- Representative of the Non-Financial Risk Control (Control de Riesgos No Financieros – ‘CRNF’)
- Representative of the Business Areas of Automotive Sector and Consumption

On request when appropriate, Representatives from other areas may be invited.

#### **2.2.7.5. Dealer-related risk**

Advisor-related risk is the risk of working directly with Dealers, which are who provide the transaction and where they are signed, with no direct contact between Santander Consumer and the clients.

The Dealers are dealers of vehicles with which Santander Consumer signs financing agreements, and through which it originates the financing auto loans. These Dealers originate the loan through the capture channels described in section 2.2.7.1 of this Additional Information. Once the transaction is captured in the systems by any of the capture channels described, the process of credit admission is detailed in this section of the Additional Information.

A series of reviews are carried out to control this risk, which ranges from classification of the Advisor to the obtainment of a series of alerts.

##### **(i) Review of Dealers**

*Periodical reviews:*

An automatic system classifies Dealers on a monthly basis, by considering their level of establishment, based on the analysis of different variables such as turnover generated and its quality. By means of this analysis, Dealers are classified into five categories: category A corresponds to the lowest risk level and category E corresponds to the highest risk level.

Additionally, the following alerts have been established, with the possibility to define other new alerts:

- ✓ Insolvency situation: Dealers that, at the end of the month, are insolvent.
- ✓ FEVE [Firms Under Special Vigilance] category: Dealers that, at the end of the month, have a FEVE Category of "Terminate" or a delinquency classification.
- ✓ Three first Instalments returned: Dealers with whom the number of transactions provided with the three first Instalments returned exceeds by a percentage the transactions provided during the same period (twelve (12) last months). This percentage is currently established at 10%.
- ✓ CIRBE non-payments: Dealers that, at the end of the month, have payment defaults registered with CIRBE.
- ✓ Risk Premium: Dealers that, at the end of the month, have a risk premium during the twelve (12) last months, exceeding the established risk premium, which is currently 5% for the Automotive Sector and 10% for Consumption and Cards.
- ✓ ASNEF: Dealers that, at the end of the month, have payment defaults registered with ASNEF exceeding € 3.000.
- ✓ Duplicated chassis: Dealers that submit an incidence with a duplicated chassis for a period of time equal to or longer than (five) 5 days.
- ✓ High percentages of rejection: Dealers with a percentage of application rejections exceeding 50%.

The combination of the classification of Dealers and the alerts defined generates a table that categorizes each Advisor into one type of action to be communicated to the Business Network.

Additionally, in order to continue working with Dealers involved in insolvency, it will be compulsory to obtain the express authorization of the Executive Committee on Risks, with the prior approval of the Advisor Committee.

Twice a year, a list will be prepared with Dealers that have not submitted any transactions for, at least, twenty-four (24) months. This list will be communicated by Risks Department to the business units for its analysis, and, unless they belong to some group or have card agreements, they will be discharged due to inactivity. The reactivation of Dealers discharged due to inactivity must be handled as a new registration.

(ii) **Specific reviews (portfolio maps)**

Specific reviews will be conducted, based on portfolio maps, according to types of business, products, branches/agencies or any other segmentation that might be established. For selected Dealers, branches will receive a check list to be filled in, in order to analyse –based on the answers– the level of engagement of the Advisor and the information on the Dealer that is known. Standardized Risks will analyse these answers.

**2.2.7.6. Arrears and recovery information of the Santander Consumer loan portfolio**

The following table shows the historical performance of consumer loans originated by Santander Consumer with similar characteristics to selected loans with the aim to inform potential investors of the performance of the consumer loan portfolio.

The table shows the delinquency ratio of consumer loans, calculated as the balance of the relevant delinquency bucket divided by the balance of the total exposure of loans.

### Dynamic Delinquency

Month	Not in arrears (% of total portfolio)	1-30 days in arrears (% of total portfolio)	31-60 days in arrears (% of total portfolio)	61-90 days in arrears (% of total portfolio)	+91 days in arrears (% of total portfolio)	Sum
ene-14	94.3%	2.3%	1.0%	0.9%	1.5%	100.0%
feb-14	94.4%	2.3%	1.0%	0.9%	1.4%	100.0%
mar-14	94.3%	2.5%	1.0%	0.9%	1.3%	100.0%
abr-14	94.5%	2.3%	0.9%	0.9%	1.3%	100.0%
may-14	94.6%	2.4%	1.0%	0.8%	1.2%	100.0%
jun-14	94.8%	2.2%	0.9%	0.9%	1.2%	100.0%
jul-14	95.2%	2.0%	0.8%	0.8%	1.1%	100.0%
ago-14	94.9%	2.3%	0.8%	0.8%	1.2%	100.0%
sep-14	95.2%	2.0%	0.9%	0.8%	1.1%	100.0%
oct-14	95.3%	2.1%	0.8%	0.8%	1.0%	100.0%
nov-14	95.3%	2.0%	0.9%	0.8%	1.0%	100.0%
dic-14	96.0%	1.5%	0.7%	0.8%	1.0%	100.0%
ene-15	95.6%	1.9%	0.8%	0.7%	1.0%	100.0%
feb-15	95.9%	1.7%	0.8%	0.7%	0.9%	100.0%
mar-15	95.9%	1.8%	0.7%	0.7%	0.9%	100.0%
abr-15	96.0%	1.9%	0.7%	0.7%	0.8%	100.0%
may-15	96.0%	1.8%	0.7%	0.6%	0.8%	100.0%
jun-15	96.4%	1.5%	0.6%	0.6%	0.8%	100.0%
jul-15	96.7%	1.5%	0.6%	0.6%	0.7%	100.0%
ago-15	96.5%	1.6%	0.6%	0.6%	0.8%	100.0%
sep-15	96.6%	1.5%	0.6%	0.6%	0.7%	100.0%
oct-15	96.6%	1.5%	0.6%	0.6%	0.7%	100.0%
nov-15	96.8%	1.4%	0.6%	0.5%	0.7%	100.0%
dic-15	97.1%	1.3%	0.6%	0.5%	0.6%	100.0%
ene-16	96.8%	1.5%	0.6%	0.5%	0.6%	100.0%
feb-16	97.2%	1.2%	0.6%	0.5%	0.6%	100.0%
mar-16	97.3%	1.1%	0.6%	0.5%	0.6%	100.0%
abr-16	96.9%	1.6%	0.5%	0.5%	0.5%	100.0%
may-16	97.1%	1.4%	0.6%	0.4%	0.6%	100.0%
jun-16	97.4%	1.2%	0.5%	0.4%	0.5%	100.0%
jul-16	97.4%	1.3%	0.5%	0.4%	0.5%	100.0%
ago-16	97.3%	1.3%	0.5%	0.4%	0.5%	100.0%
sep-16	97.1%	1.4%	0.5%	0.4%	0.6%	100.0%
oct-16	97.0%	1.5%	0.5%	0.4%	0.6%	100.0%
nov-16	97.2%	1.3%	0.5%	0.4%	0.6%	100.0%
dic-16	97.3%	1.2%	0.5%	0.4%	0.6%	100.0%
ene-17	97.1%	1.4%	0.5%	0.4%	0.6%	100.0%
feb-17	97.3%	1.2%	0.5%	0.4%	0.6%	100.0%
mar-17	97.2%	1.4%	0.5%	0.4%	0.6%	100.0%
abr-17	96.9%	1.6%	0.5%	0.4%	0.6%	100.0%
may-17	97.0%	1.5%	0.5%	0.4%	0.6%	100.0%
jun-17	97.1%	1.4%	0.5%	0.4%	0.6%	100.0%
jul-17	97.2%	1.3%	0.5%	0.4%	0.6%	100.0%
ago-17	97.0%	1.4%	0.5%	0.5%	0.6%	100.0%
sep-17	96.9%	1.5%	0.5%	0.5%	0.6%	100.0%
oct-17	96.9%	1.5%	0.5%	0.5%	0.6%	100.0%
nov-17	97.0%	1.4%	0.5%	0.5%	0.6%	100.0%
dic-17	97.1%	1.3%	0.5%	0.5%	0.6%	100.0%
ene-18	96.8%	1.5%	0.6%	0.5%	0.6%	100.0%
feb-18	96.8%	1.4%	0.6%	0.6%	0.6%	100.0%
mar-18	96.6%	1.5%	0.6%	0.6%	0.7%	100.0%
abr-18	96.6%	1.6%	0.6%	0.6%	0.7%	100.0%
may-18	96.6%	1.6%	0.6%	0.6%	0.7%	100.0%
jun-18	96.5%	1.6%	0.6%	0.5%	0.7%	100.0%
jul-18	96.7%	1.5%	0.6%	0.6%	0.7%	100.0%
ago-18	96.6%	1.6%	0.6%	0.6%	0.7%	100.0%
sep-18	96.4%	1.6%	0.6%	0.6%	0.7%	100.0%
oct-18	96.3%	1.7%	0.7%	0.6%	0.7%	100.0%
nov-18	96.2%	1.7%	0.7%	0.6%	0.8%	100.0%
dic-18	96.4%	1.5%	0.7%	0.6%	0.8%	100.0%

The following tables shows, the cumulative delinquency rate of loans +180 days that has been calculated by dividing the outstanding principal of delinquency loans +180 days of loans that have entered that category during the period by the principal of origination and that indicated in the table and (ii) the principal granted in the quarters indicated in the table.

### Static Cumulative Gross Defaults

#### New Vehicles

Origination Quarter	Months from Origination Quarter																																												
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40					
2014 - Q1	0.0%	0.0%	0.0%	0.2%	0.2%	0.4%	0.4%	0.5%	0.6%	0.7%	0.9%	1.0%	1.0%	1.0%	1.1%	1.2%	1.3%	1.3%	1.4%	1.4%	1.5%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.9%	1.9%	2.0%	2.0%	2.0%	2.1%	2.1%	2.1%	2.2%	2.2%	2.2%	2.3%	2.3%	2.3%				
2014 - Q2	0.0%	0.0%	0.0%	0.1%	0.2%	0.3%	0.4%	0.4%	0.5%	0.6%	0.7%	0.7%	0.8%	0.9%	0.9%	1.0%	1.1%	1.1%	1.2%	1.3%	1.3%	1.4%	1.4%	1.4%	1.5%	1.5%	1.6%	1.6%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%	1.9%	2.0%	2.0%	2.1%	2.1%	2.2%	2.2%	2.3%	2.3%		
2014 - Q3	0.0%	0.0%	0.0%	0.2%	0.3%	0.4%	0.4%	0.5%	0.6%	0.7%	0.8%	0.9%	0.9%	1.0%	1.1%	1.1%	1.2%	1.3%	1.4%	1.4%	1.5%	1.5%	1.6%	1.7%	1.7%	1.8%	1.8%	1.9%	1.9%	2.0%	2.0%	2.1%	2.1%	2.2%	2.2%	2.3%	2.3%	2.3%	2.4%	2.4%	2.4%	2.5%	2.5%		
2014 - Q4	0.0%	0.0%	0.0%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.2%	1.3%	1.3%	1.4%	1.4%	1.5%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%	1.9%	2.0%	2.0%	2.1%	2.1%	2.2%		
2015 - Q1	0.0%	0.0%	0.0%	0.1%	0.2%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.2%	1.3%	1.3%	1.4%	1.4%	1.5%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%	1.9%	2.0%	2.0%	2.1%	2.1%	2.2%		
2015 - Q2	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.2%	1.2%	1.3%	1.3%	1.4%	1.5%	1.5%	1.5%	1.6%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%		
2015 - Q3	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.2%	1.2%	1.3%	1.3%	1.4%	1.5%	1.5%	1.6%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%	2.0%		
2015 - Q4	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.2%	1.2%	1.3%	1.3%	1.4%	1.5%	1.5%	1.6%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%	2.0%		
2016 - Q1	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.2%	1.2%	1.3%	1.3%	1.4%	1.5%	1.5%	1.6%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%	2.0%		
2016 - Q2	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.2%	1.2%	1.3%	1.3%	1.4%	1.5%	1.5%	1.6%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%	2.0%		
2016 - Q3	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.2%	1.2%	1.3%	1.3%	1.4%	1.5%	1.5%	1.6%	1.6%	1.6%	1.7%	1.7%	1.8%	1.8%	1.8%	1.9%	1.9%	2.0%		
2016 - Q4	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
2017 - Q1	0.0%	0.0%	0.0%	0.1%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	
2017 - Q2	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
2017 - Q3	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.8%	0.8%	0.9%	0.9%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%	1.1%
2017 - Q4	0.0%	0.0%	0.0%	0.0%	0.1%	0.3%	0.3%	0.4%	0.5%	0.7%	0.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
2018 - Q1	0.0%	0.0%	0.0%	0.0%	0.1%	0.3%	0.5%	0.7%	0.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
2018 - Q2	0.0%	0.0%	0.0%	0.0%	0.2%	0.5%	0.7%	0.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
2018 - Q3	0.0%	0.0%	0.0%	0.0%	0.2%	0.5%	0.7%	0.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
2018 - Q4	0.0%	0.0%	0.0%	0.0%	0.2%	0.5%	0.7%	0.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%

#### Used Vehicles

Origination Quarter	Months from Origination Quarter																																											
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40				
2014 - Q1	0.0%	0.0%	0.0%	0.3%	0.5%	0.7%	1.0%	1.2%	1.5%	1.7%	1.9%	2.1%	2.3%	2.5%	2.7%	2.8%	3.0%	3.1%	3.2%	3.4%	3.6%	3.7%	3.9%	4.0%	4.1%	4.1%	4.3%	4.4%	4.5%	4.6%	4.7%	4.8%	4.9%	4.9%	5.0%	5.1%	5.1%	5.2%	5.2%	5.3%	5.3%	5.4%	5.4%	
2014 - Q2	0.0%	0.0%	0.1%	0.4%	0.9%	1.2%	1.6%	1.8%	2.2%	2.4%	2.6%	2.7%	2.9%	3.1%	3.3%	3.5%	3.7%	3.9%	4.0%	4.2%	4.4%	4.5%	4.7%	4.8%	4.8%	5.0%	5.0%	5.1%	5.2%	5.3%	5.4%	5.4%	5.5%	5.6%	5.7%	5.8%	5.9%	6.0%	6.1%	6.1%	6.2%	6.2%	6.3%	
2014 - Q3	0.0%	0.0%	0.0%	0.4%	0.8%	1.1%	1.5%	1.8%	2.0%	2.2%	2.3%	2.5%	2.6%	2.8%	2.8%	3.0%	3.2%	3.4%	3.5%	3.6%	3.8%	4.0%	4.0%	4.2%	4.3%	4.5%	4.6%	4.8%	4.9%	5.0%	5.0%	5.1%	5.2%	5.2%	5.4%	5.5%	5.5%	5.6%	5.6%	5.7%	5.7%	5.8%	5.8%	
2014 - Q4	0.0%	0.0%	0.1%	0.6%	0.9%	1.1%	1.3%	1.4%	1.6%	1.9%	2.1%	2.4%	2.6%	2.9%	3.0%	3.2%	3.3%	3.4%	3.5%	3.6%	3.7%	3.8%	3.9%	4.1%	4.3%	4.4%	4.6%	4.7%	4.9%	5.0%	5.1%	5.2%	5.3%	5.4%	5.4%	5.5%	5.5%	5.6%	5.6%	5.7%	5.7%	5.8%	5.8%	
2015 - Q1	0.0%	0.0%	0.1%	0.3%	0.5%	0.8%	1.1%	1.3%	1.5%	1.8%	2.1%	2.2%	2.3%	2.5%	2.8%	3.0%	3.1%	3.3%	3.4%	3.5%	3.8%	4.0%	4.0%	4.1%	4.3%	4.3%	4.5%	4.6%	4.7%	4.8%	4.8%	4.9%	5.0%	5.0%	5.1%	5.2%	5.2%	5.3%	5.4%	5.4%	5.4%	5.5%	5.5%	
2015 - Q2	0.0%	0.0%	0.0%	0.3%	0.5%	0.8%	1.0%	1.3%	1.4%	1.8%	2.0%	2.2%	2.5%	2.6%	2.8%	3.0%	3.2%	3.4%	3.5%	3.6%	3.7%	3.9%	4.0%	4.2%	4.3%	4.4%	4.6%	4.7%	4.8%	4.8%	5.0%	5.1%	5.2%	5.2%	5.3%	5.3%	5.4%	5.4%	5.4%	5.5%	5.5%	5.6%	5.6%	
2015 - Q3	0.0%	0.0%	0.1%	0.3%	0.5%	0.8%	1.1%	1.3%	1.5%	1.8%	2.1%	2.2%	2.3%	2.5%	2.8%	3.0%	3.1%	3.3%	3.4%	3.5%	3.8%	4.0%	4.0%	4.1%	4.3%	4.3%	4.5%	4.6%	4.7%	4.8%	4.8%	4.9%	5.0%	5.0%	5.1%	5.2%	5.2%	5.3%	5.4%	5.4%	5.4%	5.5%	5.5%	
2015 - Q4	0.0%	0.0%	0.1%	0.3%	0.5%	0.8%	1.0%	1.2%	1.4%	1.6%	1.8%	2.1%	2.4%	2.6%	2.8%	2.9%	3.1%	3.3%	3.5%	3.6%	3.8%	4.0%	4.1%	4.3%	4.5%	4.7%	4.8%	4.9%	5.0%	5.1%	5.2%	5.3%	5.3%	5.4%	5.4%	5.5%	5.5%	5.6%	5.6%	5.7%	5.7%	5.8%	5.8%	
2016 - Q1	0.0%	0.0%	0.0%	0.4%	0.8%	1.1%	1.4%	1.7%	1.9%	2.2%	2.5%	2.7%	2.8%	3.0%	3.2%	3.4%	3.6%	3.7%	4.0%	4.2%	4.4%	4.5%	4.7%	4.8%	4.8%	5.0%	5.0%	5.1%	5.2%	5.3%	5.4%	5.4%	5.5%	5.5%	5.6%	5.6%	5.7%	5.7%	5.8%	5.8%	5.9%	5.9%	6.0%	6.0%
2016 - Q2	0.0%	0.0%	0.1%	0.3%	0.7%	0.9%	1.1%	1.3%	1.5%	1.7%	1.9%	2.1%	2.3%	2.6%	2.7%	3.0%	3.1%	3.2%	3.3%	3.5%	3.8%	4.0%	4.0%	4.1%	4.3%	4.4%	4.6%	4.7%	4.8%	4.8%	5.0%	5.1%	5.2%	5.3%	5.3%	5.4%	5.4%	5.5%	5.5%	5.6%	5.6%	5.7%	5.7%	5.8%
2016 - Q3	0.0%	0.0%	0.0%	0.3%	0.5%	0.8%	1.1%	1.3%	1.5%	1.8%	2.1%	2.2%	2.3%	2.5%	2.8%	2.9%	3.0%	3.2%	3.4%	3.6%	3.8%	3.9%	4.0%	4.2%	4.3%	4.4%	4.6%	4.7%	4.8%	4.8%	5.0%	5.1%	5.2%	5.3%	5.3%	5.4%	5.4%	5.5%	5.5%	5.6%	5.6%	5.7%	5.7%	5.8%
2016 - Q4	0.0%	0.0%	0.0%	0.3%	0.7%	0.9%	1.1%	1.3%	1.5%	1.7																																		

The following table shows the cumulative recovery rate of delinquent loans +180 days that has been calculated by d of outstanding principal of delinquency loans +180 days of loans that have been recovered during the period between quarters indicated in the table, and (ii) the balance of outstanding principal of delinquency loans +180 days of loans that h quarters indicated in the table.

**Static Cumulative Recoveries**

*New Vehicles*

Quarter of Default	Months from Quarter of Default																																												
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41				
2014 - Q1	10.1%	14.2%	17.1%	19.7%	22.1%	29.2%	31.5%	33.1%	35.1%	36.6%	38.0%	39.8%	41.3%	42.2%	43.3%	44.6%	46.4%	47.2%	48.4%	49.3%	50.1%	50.7%	51.3%	51.8%	52.3%	52.8%	53.3%	53.7%	54.2%	54.6%	55.0%	55.1%	55.6%	55.9%	56.4%	56.9%	57.2%	57.5%	57.6%	58.2%	58.4%				
2014 - Q2	11.2%	15.7%	19.1%	21.5%	24.2%	32.6%	35.4%	37.4%	39.1%	41.0%	42.4%	43.8%	44.8%	46.0%	47.3%	48.3%	49.4%	50.9%	51.9%	52.7%	53.3%	53.8%	54.7%	55.3%	56.1%	56.4%	56.7%	57.1%	57.6%	58.0%	58.6%	59.1%	59.3%	59.6%	60.0%	60.5%	61.1%	61.4%	61.8%	62.1%	62.2%				
2014 - Q3	14.3%	19.2%	22.8%	25.7%	28.2%	32.1%	34.7%	36.5%	38.5%	40.6%	42.0%	44.3%	46.0%	47.6%	48.9%	50.1%	51.0%	51.9%	52.9%	53.6%	54.4%	54.8%	55.3%	56.1%	56.7%	57.2%	57.9%	58.5%	59.0%	59.5%	59.9%	60.4%	60.7%	61.0%	61.4%	61.9%	62.3%	62.8%	63.2%	63.4%	64.0%				
2014 - Q4	12.0%	17.0%	20.4%	23.4%	25.4%	29.4%	31.9%	34.3%	36.3%	38.0%	40.3%	43.7%	45.4%	46.8%	47.8%	49.1%	50.2%	51.1%	52.2%	53.1%	54.0%	55.0%	55.5%	56.1%	56.7%	57.2%	57.7%	58.0%	58.5%	59.1%	59.3%	59.8%	60.1%	60.3%	60.7%	61.3%	61.7%	62.4%	63.2%	64.2%	64.4%				
2015 - Q1	11.6%	16.0%	18.3%	22.5%	25.3%	29.4%	31.9%	33.7%	36.2%	37.9%	39.4%	42.4%	43.8%	44.9%	46.6%	47.5%	48.7%	49.1%	49.9%	51.0%	51.9%	52.9%	54.1%	55.2%	56.0%	56.5%	56.9%	57.2%	57.8%	58.4%	59.0%	59.7%	60.0%	60.4%	61.1%	62.1%	63.2%	63.4%	63.5%	63.6%	63.7%				
2015 - Q2	14.0%	19.3%	23.6%	25.7%	28.9%	31.6%	33.8%	36.1%	38.4%	40.6%	41.9%	44.9%	45.9%	46.9%	48.2%	48.9%	49.8%	51.1%	51.8%	52.5%	53.4%	54.4%	55.2%	56.3%	56.9%	57.8%	58.4%	58.7%	59.2%	60.2%	60.8%	61.7%	62.8%	63.0%	63.4%	63.7%	63.9%	64.1%	64.3%	64.4%					
2015 - Q3	12.2%	19.1%	22.5%	25.5%	28.7%	31.7%	34.3%	36.9%	39.5%	41.6%	43.4%	46.5%	47.9%	49.2%	50.4%	52.0%	53.1%	54.7%	55.7%	56.6%	57.5%	58.2%	59.1%	59.7%	60.8%	61.3%	62.0%	62.6%	63.3%	63.9%	64.5%	65.0%	65.3%	66.0%	66.7%	67.0%	67.3%	67.7%	68.1%	68.1%					
2015 - Q4	12.2%	16.8%	19.7%	22.4%	25.0%	27.8%	29.8%	31.9%	33.5%	35.4%	36.6%	39.9%	41.7%	43.3%	44.7%	46.3%	47.8%	48.5%	49.7%	50.7%	51.2%	51.6%	52.4%	53.3%	54.0%	54.5%	55.2%	55.9%	56.4%	57.2%	57.6%	58.3%	58.6%	59.0%	59.5%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%				
2016 - Q1	12.6%	17.9%	20.8%	24.1%	26.7%	28.7%	30.6%	33.2%	35.0%	37.4%	38.9%	43.1%	44.6%	46.2%	47.8%	48.8%	49.7%	50.6%	51.4%	52.5%	53.1%	53.6%	54.9%	55.4%	56.1%	56.7%	57.4%	57.9%	58.2%	58.8%	59.2%	59.5%	59.5%	59.5%	59.5%	59.5%	59.5%	59.5%	59.5%	59.5%	59.5%				
2016 - Q2	11.8%	16.9%	21.2%	23.8%	26.2%	28.8%	31.3%	33.7%	36.0%	37.5%	39.4%	43.5%	45.2%	46.4%	47.5%	48.5%	49.6%	50.3%	51.0%	52.3%	53.2%	53.9%	54.5%	55.5%	56.2%	56.8%	57.1%	57.7%	58.0%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%				
2016 - Q3	11.4%	17.3%	21.0%	24.6%	27.6%	30.1%	32.1%	34.2%	36.5%	38.3%	39.8%	42.1%	43.3%	45.0%	46.5%	47.6%	48.7%	49.4%	50.6%	51.4%	52.4%	53.1%	54.0%	54.4%	55.1%	55.5%	56.1%	56.7%	57.1%	57.7%	58.0%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%			
2016 - Q4	10.7%	15.0%	18.4%	21.4%	24.3%	27.0%	29.8%	32.6%	34.8%	37.0%	38.9%	42.2%	44.4%	46.1%	47.9%	50.1%	51.8%	53.3%	54.8%	56.1%	57.3%	58.4%	59.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	60.3%	
2017 - Q1	12.8%	17.5%	21.2%	24.1%	27.6%	30.3%	33.5%	36.4%	38.0%	39.9%	41.9%	45.1%	46.6%	48.1%	49.6%	51.5%	52.6%	53.5%	54.4%	55.2%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	56.1%	
2017 - Q2	11.4%	16.4%	20.8%	23.7%	26.5%	29.4%	32.4%	34.1%	36.8%	38.9%	40.8%	43.2%	44.8%	46.1%	47.1%	48.4%	49.6%	50.7%	51.4%	52.4%	53.1%	54.0%	54.4%	55.1%	55.5%	56.1%	56.7%	57.1%	57.7%	58.0%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%		
2017 - Q3	10.9%	16.4%	20.2%	22.4%	24.3%	26.2%	28.4%	31.3%	33.5%	35.7%	37.9%	40.5%	41.9%	44.0%	45.5%	47.0%	48.1%	49.1%	50.1%	51.1%	52.1%	53.1%	54.0%	54.4%	55.1%	55.5%	56.1%	56.7%	57.1%	57.7%	58.0%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%		
2017 - Q4	11.4%	16.6%	20.6%	23.7%	25.5%	28.1%	30.4%	32.5%	34.4%	36.3%	38.7%	41.6%	43.1%	44.6%	46.1%	47.6%	48.7%	49.7%	50.7%	51.7%	52.7%	53.7%	54.7%	55.7%	56.7%	57.7%	58.7%	59.7%	60.7%	61.7%	62.7%	63.7%	64.7%	65.7%	66.7%	67.7%	68.7%	69.7%	70.7%	71.7%	72.7%	73.7%			
2018 - Q1	14.1%	19.8%	23.6%	26.5%	29.6%	31.8%	33.2%	34.9%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%		
2018 - Q2	16.0%	23.6%	27.9%	30.8%	34.2%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	36.6%	
2018 - Q3	14.6%	21.3%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%	27.7%		
2018 - Q4																																													

*Used Vehicles*

Quarter of Default	Months from Quarter of Default																																									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	
2014 - Q1	6.9%	10.5%	13.6%	15.8%	17.5%	23.0%	25.1%	27.2%	28.9%	31.4%	32.4%	33.7%	34.8%	35.9%	37.0%	38.3%	39.8%	40.6%	40.9%	41.8%	42.2%	42.7%	43.1%	43.5%	44.1%	44.5%	44.9%	45.6%	46.1%	46.5%	46.9%	47.3%	47.8%	48.5%	48.7%	49.0%	49.5%	49.7%	50.0%	50.2%	50.4%	50.8%
2014 - Q2	7.3%	10.6%	14.0%	16.7%	18.6%	23.5%	25.8%	27.9%	28.8%	30.1%	31.1%	31.9%	33.2%	34.6%	35.7%	36.9%	37.6%	39.1%	39.9%	41.0%	42.0%	42.5%	43.1%	43.6%	44.2%	44.9%	45.5%	46.1%	46.6%	47.0%	47.6%	48.1%	48.5%	49.0%	49.3%	49.6%	50.2%	50.6%	50.8%	51.1%	51.4%	51.7%
2014 - Q3	9.8%	15.1%	18.0%	20.8%	23.0%	26.1%	28.2%	30.3%	32.6%	34.0%	35.6%	37.6%	38.8%	39.4%	40.5%	41.4%	42.3%	43.1%	43.8%	44.8%	45.9%	46.9%	47.8%	48.4%	49.4%	49.8%	50.2%	51.0%	51.3%	51.9%	52.5%	52.8%	53.2%	53.4%	53.7%	53.9%	54.3%	55.1%	55.5%	55.8%	57.1%	
2014 - Q4	10.2%	14.8%	17.0%	20.0%	21.9%	24.9%	27.1%	29.1%	30.6%	32.3%	33.9%	35.6%	37.2%	38.6%	39.7%	40.6%	41.7%	42.4%	43.3%	44.3%	44.8%	45.6%	46.5%	46.8%	47.6%	47.8%	48.4%	49.1%	49.4%	50.2%	50.9%	51.4%	52.0%	52.2%	52.8%	52.9%	54.0%	55.1%	55.8%	56.1%	57.4%	57.1%
2015 - Q1	10.7%	14.5%	17.6%	20.2%	23.6%	26.3%	28.4%	29.7%	31.4%	32.6%	35.0%	36.9%	38.7%	39.7%	41.3%	41.8%	42.8%	43.5%	44.4%	45.3%	46.6%	47.2%	47.6%	48.5%	49.2%	49.7%	49.9%	50.4%	51.6%	51.9%	52.2%	52.5%	52.8%	52.9%	54.0%	55.1%	56.8%	56.9%	57.1%	57.1%	57.1%	
2015 - Q2	9.5%	12.7%	15.6%	17.9%	20.1%	22.6%	24.7%	27.1%	29.0%	30.8%	31.7%	33.5%	34.2%	36.0%	37.2%	38.0%	39.6%	40.5%	42.1%	42.4%	44.8%	45.6%	46.4%	47.8%	48.3%	48.9%	49.0%	49.4%	49.9%	50.1%	50.9%	51.4%	52.5%	53.3%	53.5%	53.6%	54.2%	54.2%	54.4%	54.5%	54.5%	
2015 - Q3	8.7%	13.4%	17.4%	20.6%	22.7%	25.5%	27.6%	29.8%	31.5%	33.0%	34.0%	35.1%	36.6%	38.2%	39.8%	41.1%	42.8%	43.9%	44.8%	45.9%	46.7%	46.9%	47.6%	48.1%	48.6%	48.9%	49.3%	49.7%	50.3%	51.0%	51.6%	52.0%	52.2%	52.6%	52.9%	53.6%	53.6%	54.0%	54.6%	54.6%		
2015 - Q4	8.1%	12.2%	13.0%	16.0%	18.3%	20.5%	22.5%	24.5%	26.2%	28.1%	29.4%	31.9%	33.2%	34.5%	36.1%	37.8%	38.8%	39.9%	41.3%	42.3%	43.7%	44.9%	45.8%	46.5%	47.3%	47.9%	48.5%	48.9%	49.2%	49.4%	49.5%	50.2%	50.4%	50.5%	51.0%	51.3%	51.3%	51.3%	51.3%	51.3%		
2016 - Q1	8.9%	13.0%	15.9%	19.0%	20.6%	23.2%	25.3%	26.9%	28.8%	30.6%	32.6%	34.3%	35.6%	37.6%	39.1%	40.2%	41.5%	42.6%	43.5%	44.0%	44.3%	44.8%	45.2%	46.0%	47.0%	47.4%	47.8%	47.9%	48.5%	49.1%	49.5%	49.8%	49.8%	49.8%	49.8%	49.8%	49.8%	49.8%	49.8%	49.8%	49.8%	
2016 - Q2	9.6%	17.0%	19.1%	23.5%	26.0%	28.8%	30.9%	32.9%	34.7%	36.3%	38.1%																															

The following table shows the monthly conditional prepayment rate (CPR) of Santander Consumer auto loan portfolio (for the purchase of New and Used Vehicles only). The monthly CPR has been calculated by dividing (i) the sum of all cash flows related to early prepayment made by borrowers in the relevant month shown in; by (ii) the outstanding balance of the auto loan portfolio (New and Used Vehicles) at the end of that same month. The monthly CPR ("X") is used to calculate an annualised CPR using the following formula:  $1-(1-X)^{12}$ .

Month	%
Jan-14	4.7%
Feb-14	4.8%
Mar-14	4.6%
Apr-14	4.2%
May-14	4.6%
Jun-14	3.2%
Jul-14	5.1%
Aug-14	3.7%
Sep-14	4.9%
Oct-14	5.9%
Nov-14	5.3%
Dec-14	4.9%
Jan-15	6.6%
Feb-15	6.1%
Mar-15	6.3%
Apr-15	5.3%
May-15	5.6%
Jun-15	6.3%
Jul-15	6.8%
Aug-15	5.5%
Sep-15	6.9%
Oct-15	7.7%
Nov-15	7.8%
Dec-15	7.0%
Jan-16	10.0%
Feb-16	8.6%
Mar-16	8.8%
Apr-16	9.2%
May-16	8.6%
Jun-16	8.6%
Jul-16	7.9%
Aug-16	8.0%
Sep-16	8.0%
Oct-16	8.3%
Nov-16	9.5%
Dec-16	9.2%
Jan-17	11.0%
Feb-17	10.3%
Mar-17	11.1%
Apr-17	8.7%
May-17	10.2%
Jun-17	11.8%
Jul-17	9.9%
Aug-17	10.2%
Sep-17	10.2%
Oct-17	9.6%
Nov-17	8.4%
Dec-17	6.2%
Jan-18	7.5%
Feb-18	6.8%
Mar-18	6.5%
Apr-18	6.6%
May-18	6.5%
Jun-18	6.6%
Jul-18	6.2%
Aug-18	5.3%
Sep-18	5.4%
Oct-18	6.4%
Nov-18	6.6%
Dec-18	5.6%

### **2.2.8. Representations and collateral given to the issuer relating to the assets.**

The Seller, as the owner of the Loans will make the following representations and warranties to the Management Company, acting on behalf of the Fund, on the Date of Incorporation in the Deed of Incorporation and in the Master Sale and Purchase Agreement that shall be deemed repeated on each Purchase Date:

- (i) In relation to Santander Consumer:
  - (1) Santander Consumer is a credit financial institution (*establecimiento financiero de crédito*) duly incorporated in accordance with Spanish laws in force and is registered with the Commercial Registry of Madrid and in the Register of Financial Entities of the Bank of Spain, and is authorized to grant loans for the acquisition of new or used vehicles.
  - (2) The corporate decision-making bodies of Santander Consumer have validly adopted all resolutions required to (i) assign the Receivables to the Fund, and (ii) validly execute the agreements and commitments undertaken herein.
  - (3) Santander Consumer has not been in a situation of insolvency, suspension of payments, bankruptcy or insolvency proceedings (in accordance with the provisions of Insolvency Law) on the date of the Prospectus or at any time since its incorporation.
  - (4) Santander Consumer is in possession of the financial statements for the last two completed financial years, which are duly audited. The auditors' report for those years are unqualified. The audited financial statements for the financial years 2017 and 2018 are deposited with the CNMV and the Commercial Registry.
  - (5) As stated in section 3.4.3.1 below, Santander Consumer will comply with the risk retention requirement set out in article 6 of the EU Securitisation Regulation.
- (ii) In relation to the Loans and to the Receivables assigned to the Fund:
  - (1) That the granting of the Loans and all aspects relating thereto are ordinary actions in the course of its business and are and will be at arm's length basis.
  - (2) That the Loans exist and are valid and enforceable in accordance with the applicable legislation and that all applicable legal provisions have been observed in their granting, in particular and where applicable, Law 16/2011, RDL 1/2007 and any other supplementary laws, and Law 7/1998.
  - (3) That, in connection with the granting or subrogation of each and every Loan, the Seller has faithfully applied the risk granting policy applicable from time to time. 100% of the Outstanding Balance of the Receivables complies with the current Santander Consumer Policies of the Seller contained in section 2.2.7 of this Additional Information.
  - (4) That Santander Consumer is, without limitation, the owner of the Loans, which are free of any liens and encumbrances, and to the best of its knowledge there is no clause that could adversely affect the enforceability of their assignment to the Fund.

- (5) Loans are not secured by any security, but they are personal Loans and the Borrower or Borrowers are liable for their performance with all of their current or future assets. Some of Loans are secured by means of a guarantee (bank guarantee or personal guarantee) given by a person other than the Borrower or Borrowers, and all the Loan agreements documenting the Loans have a reservation of title clause, documented either by virtue of a deed (*póliza*) granted before a public notary or under a private agreement (although not all reservation of title clauses are registered in the Register of Instalment Sales of Movable Properties, only those representing the 17.71% of the Outstanding Balance of the Preliminary Portfolio, as provided in section 2.2.2.1 (v) (ii) of this Additional Information).
- (6) That the guarantees, where applicable, of the Loans are valid and enforceable in accordance with the applicable legislation; and that all the current legal provisions have been observed in their creation, and the Seller is not aware of the existence of any circumstance preventing their enforcement.
- (7) That the Loans are duly supported by documentation, whether under private agreements or in deeds (*pólizas*) granted before a public notary. All of them are duly deposited at the registered office of the Seller at the disposal of the Management Company, although not all of them are registered in the Register of Instalment Sales of Movable Properties and in the Vehicles Register of the Spanish General Traffic Direction (only those that the Seller considers to have a greater risk of non-payment have been registered).
- (8) That the private agreements or the deeds (*pólizas*) granted before a public notary that document the Loans do not contain any clauses that prevent the assignment of the Loans or the Receivables thereunder or that require any authorization or notice in order to assign the Loans or the Receivables thereunder.
- (9) The data relating to Loans that are included in the Deed of Incorporation and the Master Sale and Purchase Agreement accurately reflect the situation of the Loans on the Date of Incorporation, as it is contained in the private agreement or deed (*póliza*) granted before a public notary documenting the Loans, and that such data are accurate, complete and not misleading.
- (10) That all of the Borrowers of the Loans are natural or legal persons residing in Spain. None of them are employees, managers or directors of Santander Consumer.
- (11) That the Loans have been granted by Santander Consumer to natural or legal persons residing in Spain for the purpose of financing the acquisition of new and/or used vehicles.
- (12) That the principal amount of the Loan does not exceed the purchase value of the financed vehicle on the date of the formal execution of the Loan plus, where appropriate, the financing of expenses incurred due to the formal execution (opening, study and information, as they may apply) and/or insurance expenses related to the transactions.
- (13) That no Loan is derived from debt refinancings or restructurings (at the moment of assignment to the Fund).



- (14) That on the date of assignment to the Fund, it has not come to Santander Consumer's attention that any of the Borrowers has been declared insolvent.
- (15) That all of the Loans are exclusively denominated and payable in euros.
- (16) That, on the date of the assignment to the Fund, there will not be any Loan with a grace period for interest or principal after the corresponding assignment to the Fund of the Receivables deriving from such Loan.
- (17) That payment obligations of all the Loans are fulfilled by direct bank debit from a bank account generated automatically and authorized by the corresponding Borrower at the time of the formalization of the transaction.
- (18) That at the time of the assignment of the Loans to the Fund, the Borrowers have paid at least one (1) instalment under the Loans.
- (19) That all of the Loans are clearly identified, both on computerized form and in the form of their private agreements or deeds granted before a public notary, and that they are analysed and monitored by Santander Consumer.
- (20) That on the date of their assignment to the Fund, the Outstanding Balance of the Receivables is equal to the nominal amount (at par) at which the Receivables are assigned to the Fund.
- (21) That the final maturity date of the Loans is in no event later than the Final Maturity Date.
- (22) That as from the time of their granting, the Loans have been and are being administered by Santander Consumer in accordance with the usual procedures that it has established.
- (23) That Santander Consumer is not aware of the existence of any kind of litigation in relation to the Loans that may impair their validity and enforceability or that may lead to the application of article 1,535 of the Civil Code.
- (24) That all of the Loans accrue interest at a fixed interest rate, which is not lower than 5%.
- (25) That all data included in the Prospectus in relation to the Receivables accurately show their status as at the date on which the Preliminary Portfolio was selected and that the aforementioned data are correct.
- (26) That the details of the Additional Receivables submitted to CNMV by CIFRADO will accurately reflect their situation at the date of assignment to the Fund and will be correct.
- (27) That no person holds any preferential right over that of the Fund as the owner of the Loans.
- (28) That Santander Consumer has not received any notice from the Borrowers regarding the total or partial early repayment of the Loans.

- (29) That the Loan has not matured before the date of its assignment to the Fund and that the final maturity date of the Loan does not coincide with such date.
- (30) That the instalments payable under the Loans are composed by principal and interest payments and such instalments are constant and payable on a monthly basis. None of the Loans is a balloon loan.
- (31) That none of the Loans have clauses envisaging deferment in payment of interest or principal, subsequently to the assignment of Receivables to the Fund.
- (32) That none of the Loans are free of principal and/or interests payments.
- (33) That Santander Consumer is not aware that any of the Borrowers under the Loans is the holder of any credit right vis-à-vis Santander Consumer that would give such Borrower a set-off right that could adversely affect the rights of the Fund as holder of the Receivables arising from the Loans.
- (34) That the payments by Borrower under the Loans are not subject to any tax deduction or withholding.
- (35) That each Loan constitutes a valid payment obligation that is binding upon the Borrower and is enforceable in accordance with its own terms.
- (36) That the Receivables are governed under the Spanish laws.
- (37) That none of the Loans has been formalized as a financial lease agreement.
- (38) That all of the Loans have been fully drawn by the corresponding Borrower.
- (39) That the Loans are not in arrears.
- (40) That the Loans have not been approved by an analyst in contravention to the evaluation made by the automatic assessment system (i.e., no Loan has been granted under a forced approval).
- (41) That the Loans are not the result of transactions with Demo Vehicles, i.e., loans granted to the acquisition of vehicles for self-registration.
- (42) That the Loans are not the result of Rent a Car transactions, i.e., loans granted to the acquisition of vehicles by vehicle rental companies.
- (43) That on the date on which the Loans are granted, the Borrowers are not unemployed.
- (44) The Regulatory PD is not higher than 4%.
- (45) Than the assignment of the Receivables derived from the Loans to the Fund is an ordinary action in the course of business of Santander Consumer and is carried out at arm's length.
- (46) That the Loans have been originated by Santander Consumer.
- (47) That the Loans are homogeneous in terms of asset type, cash flow, credit risk and prepayment characteristics and contain obligation that are

contractually binding and enforceable, with full recourse to borrowers, and where applicable, guarantors, within the meaning of article 20.8 of the EU Securitisation Regulation. Regarding the homogeneity factor to be met all Borrowers are resident individuals and legal persons with residence in the same jurisdiction (Spain) only

- (48) That the Loans have been underwritten according with standards that apply similar approaches for assessing associated credit risk; and are serviced in accordance with similar procedures for monitoring, collecting and administering.
- (49) The assessment of the Borrower's creditworthiness of the Loans meets the requirements as set out in article 8 of Directive 2008/48/EC.
- (50) The Loans are not in default within the meaning of article 178(1) of CRR.
- (51) That, on the date of their assignment, no Borrower has experienced a deterioration of its credit quality, and to the best of its knowledge, no Borrower:
  - i. has been declared insolvent or had a court grant his/her/its creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his/her/its non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the Fund;
  - ii. was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or
  - iii. has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Seller which are not securitized.

The aforementioned representations of the Seller shall be made on the Date of Incorporation as well as on each Purchase Date.

The Seller, will make the representations and warranties regarding both the Loans and the Seller as described in this section on the Date of Incorporation in the Deed of Incorporation and in the Master Sale and Purchase Agreement,

None of the Fund, the Management Company, the Arranger, the Lead Manager, the Paying Agent, nor any other person has undertaken or will undertake any investigations, searches or other actions to verify the information concerning the portfolio of Loans or to establish the creditworthiness of any Borrower or any other party to the Transaction Documents. Each such person will rely solely on the accuracy of the representations and warranties given by the Seller to the Fund in the Master Sale and Purchase Agreement in respect of, among other things, itself, the portfolio of Loans, the Borrowers and the Loan agreements and which have been reproduced in this section 2.2.8 of the Additional Information.

Should any of the Receivables not comply with the representations and warranties made by the Seller on the Date of Incorporation or any Purchase Date (as applicable), the Seller will, if the relevant breach cannot be remedied, be required to fulfil the terms and conditions established in section 2.2.9 of the Additional Information.

The Seller is under no obligation to, and will not, provide the Arranger, the Lead Manager nor the Fund or the Management Company with financial or other personal information specific to individual Borrowers and the Loan agreements to which the Receivables relate.

Should the Seller fail to comply with appropriate remedial action under the terms established in section 2.2.9 of the Additional Information this may have an adverse effect on the value of the Receivables and on the ability of the Fund to make payments under the Notes.

#### **2.2.9. Substitution of the securitised assets.**

In the event of early redemption of the Receivables due to prepayment of the relevant Loan principal, even if that circumstance were unknown to Santander Consumer, the Seller agrees to proceed forthwith to remedy and, if it is not possible, to substitute the affected Receivables in accordance with the rules established in paragraphs (i) and (ii) below, but this does not mean and may not be considered in any case as a breach of the representation and warranties, being possible the direct replacement of the affected Receivables, in accordance with paragraph (iii) below.

If it is observed during the life of the Receivables that any of them failed on the assignment date to meet the characteristic contained in sections 2.2.8.(ii) or 2.2.2.2.3 of this Additional Information, the Seller agrees, subject to the Management Company's consent, to proceed forthwith to remedy said failure, and if said remedy is not possible, to replace or redeem the affected Receivable by automatically terminating the assignment of the affected Receivables, subject to the following rules:

- (i) The party becoming aware of the existence of a non-conforming Receivable, whether the Seller or the Management Company, will notify the other party thereof. The Seller will have up to fifteen (15) Business Days from said notice to proceed to remedy such circumstance if it is capable of being remedied or to replace the non-conforming Receivable.
- (ii) Replacement will be made for the Outstanding Balance of the Receivable plus accrued and unpaid interest and any other amount owed to the Fund until the date on which the relevant Receivable is substituted.

In order to proceed with the replacement, the Seller will notify the Management Company of the characteristics of the Receivable proposed to be assigned satisfying the characteristics in section 2.2.8 (ii) of this Additional Information, and the Eligibility Criteria (Individual Eligibility Criteria and Global Eligibility Criteria) set forth in section 2.2.2.2.3 of this Additional Information, and having the similar purpose, term, interest rate and outstanding principal balance. Once the Management Company has verified that the characteristics set forth in sections 2.2.8 (ii) and 2.2.2.2.3 of this Additional Information are satisfied and after having expressly communicated to the Seller that the Receivables to be assigned are eligible, the Seller shall proceed to terminate the replacement of the affected non-conforming Receivable and will assign the new Receivable or Receivables.

The replacement of the Initial Receivables and replacement of Additional Receivables shall be made by means of a deed of amendment of the Master Sale and Purchase Agreement or in a private agreement, subject, respectively, to the same formal requirements established for the assignment of Initial Receivables or Additional Receivables, and both shall be communicated to the CNMV (via CIFRADOC) and the Rating Agencies.

- (iii) If any Receivable is not replaced on the terms set out in paragraph (ii) of this section, the Seller will proceed to automatically terminate the assignment of the affected non-conforming Receivable not replaced. The termination will take place by means of the

cash repayment to the Fund of the Outstanding Balance of the relevant Receivable, plus any accrued and unpaid interest, and any other amount that might correspond to the Fund until such date, which will be paid into the Treasury Account.

- (iv) In the event of termination of assignment of non-conforming Receivables due to either replacement or repayment, the Seller will be vested with all rights attached to those non-conforming Receivables accruing from the relevant termination date.

**2.2.10. A description of any relevant insurance policies relating to the assets. Any consultation with one insurer must be disclosed if it is material to the transaction.**

Under the Loan agreements giving rise to the Receivables, the Borrower is entitled to subscribe optional supplementary services related to insurance policies in connection with the vehicles.

100% of the insurance policies are contracted with Santander Insurance Ireland, which is part of Santander Group.

Under the insurance policies, the first beneficiary of the insurance compensations is the Seller. Any such rights and compensations of the Seller are also assigned to the Fund as ancillary rights to the Receivables, as indicated in section 3.3.2 of this Additional Information.

The types of insurance policies which rights are assigned to the Fund are the following:

- (i) **Life insurance:** the life insurance policy releases the Borrower from its payment obligation in the event of death.
- (ii) **Unemployment insurance:** the unemployment insurance policy grants the Borrower the guarantee of a monthly income equivalent to the Loan instalment, in the event of unemployment, if the insured is an employee with an indefinite contract and, in the event of a temporary or permanent disability to work for temporary workers, self-employed, or others.
- (iii) **Privation of driving licenses insurance:** the privation of driving licenses insurance policy grants to the Borrower the guarantee of a monthly income equivalent to the Loan instalment in the event of privation of driving licenses by a judicial or governmental order.
- (iv) **Insurance policies for total loss:** the insurance policies for total loss covers the total loss of the vehicle in the event of an accident, theft, fire or extraordinary risks responsibility of the Insurance Compensation Consortium.

Section 2.2.2.1 (xviii) of the Additional Information shows the Loans included in the Preliminary Portfolio which have these insurance policies.

Against the above background, motor car insurances (*seguro de automóvil obligatorio*) are not included in the Loans instalments. Therefore, the eventual non-payment of the premium by the Borrower does not have any effect on the Loan repayment. In addition, any potential compensations payable under such motor car insurances will not be assigned to the Fund.

**2.2.11. Information relating to the Debtors in the cases where assets comprise obligations of 5 or fewer obligors which are legal persons or are guaranteed by 5 or fewer legal persons or where an obligor or entity guaranteeing the obligations accounts for 20 % or more of the assets, or where 20 % or more of the assets are guaranteed by a single guarantor, so far as the issuer is aware and/or is able to ascertain from information published by the obligor(s) or guarantor(s).**

Not applicable.

**2.2.12. Details of the relationship between the issuer, the guarantor and the borrower, if it is material to the issue.**

There are not significant relationships concerning the issue of the Notes as regards the Fund, the Seller, the Management Company or other persons involved in the transaction other than those included in section 3.1 of the Securities Note and section 3.2 of this Additional Information.

**2.2.13. If the assets comprise obligations that are traded on regulated or equivalent third country market or SME Growth Market, a brief description of the securities, the market and an electronic link where the documentation in relation to the obligations can be found on the regulated or equivalent third country market or SME Growth Market.**

Not applicable. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU nor any securitisation position.

**2.2.14. Where the assets comprise obligations that are not traded on a regulated or equivalent third country market or SME Growth Market, a description of the principal terms and conditions in relation to the obligations.**

Not applicable. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU nor any securitization position, whether traded or not.

**2.2.15. Where the assets comprise equity securities that are admitted to trading on a regulated or equivalent third country market or SME Growth Market indicate, a brief description of the securities; a description of the market on which they are traded including its date of establishment, how price information is published, an indication of daily trading volumes, information as to the standing of the market in the country, the name of the market's regulatory authority and an electronic link where the documentation in relation to the securities can be found on the regulated or equivalent third country market or SME Growth Market; and the frequency with which prices of the relevant securities, are published.**

Not applicable.

**2.2.16. Where more than 10 % of the assets comprise equity securities that are not traded on a regulated or equivalent third country market or SME Growth Market, a description of those equity securities and equivalent information to that contained in the registration document for equity securities or where applicable, the registration document for securities issued by closed-end collective investment undertakings in respect of each issuer of those securities.**

Not applicable.

**2.2.17. Where a material portion of the assets are secured on or backed by real property, a valuation report relating to the property setting out both the valuation of the property and cash flow/income streams.**

Not applicable.

**2.3. Assets actively managed backing the issue.**

The Management Company will not actively manage the assets backing the issue.

**2.3.1. Information to allow an assessment of the type, quality, sufficient and liquidity of the asset types in the portfolio which will secure the issue.**

Not applicable.

- 2.3.2. The parameters within which investments can be made, the name and description of the entity responsible for such management including a description of that entity's expertise and experience, a summary of the provisions relating to the termination of the appointment of such entity and the appointment of an alternative management entity and a description of that entity's relationship with any other parties to the issue.**

Not applicable.

- 2.4. Statement in the event that the issuer intends to issue new securities backed by the same assets, a prominent statement to that effect and unless those further securities are fungible with or are subordinated to those classes of existing debt, a description of how the holders of that class will be informed.**

Not applicable.

### **3. STRUCTURE AND CASH FLOW**

- 3.1. Description of the structure of the transaction containing an overview of the transaction and the cash flows, including a structure diagram.**

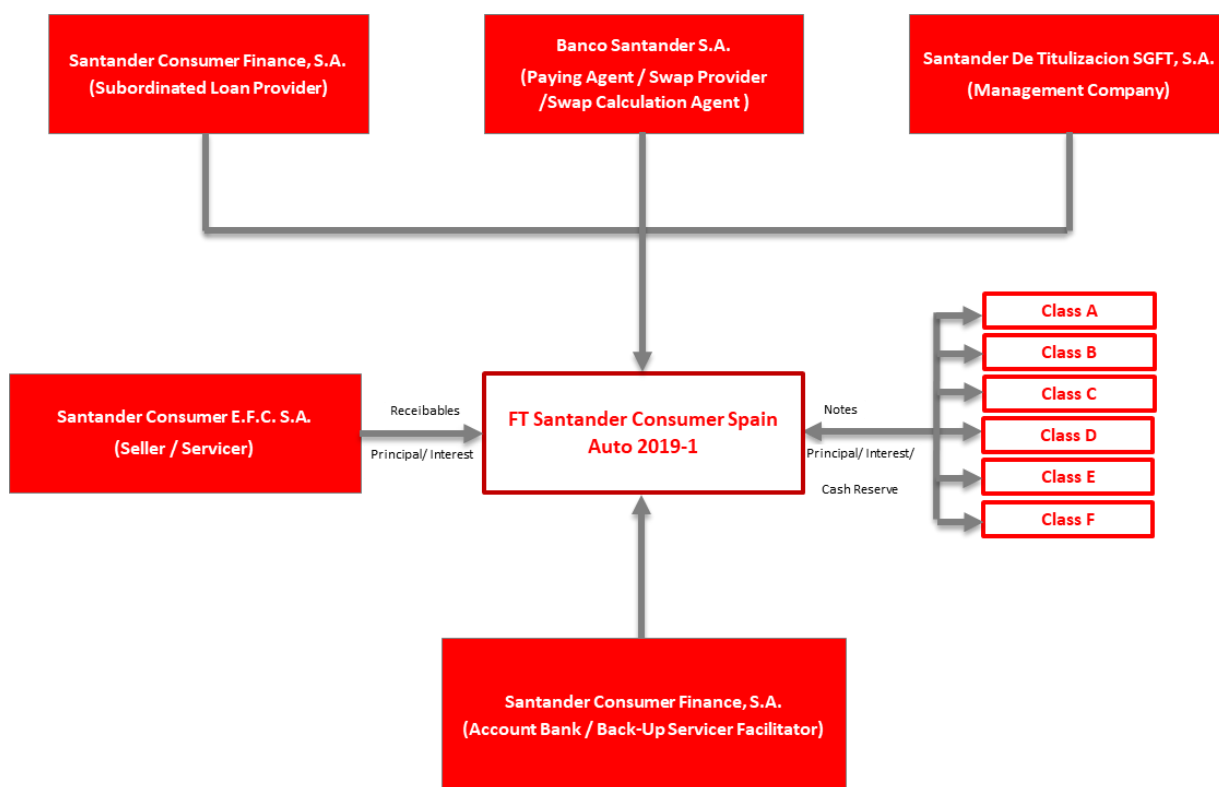
Santander Consumer will assign the Receivables deriving from the Loans to the Fund. The Fund will acquire the Receivables and will issue the Notes. It will periodically obtain funds from the repayment of the principal and interest on the Loans which will be used to redeem the Notes and to pay interest to the holders thereof.

This transaction will be formalised through (i) the Deed of Incorporation, by virtue of which the Fund is incorporated and the Notes will be issued, (ii) the Master Sale and Purchase Agreement, whereby the assignment of the Initial Receivables and the Additional Receivables will be assigned to the Fund in accordance with the procedure described in section 2.2.2. above and section 3.3.1 below, and (iii) the rest of Transaction Documents described in section 3.4.4 of this Additional Information.

A copy of the Deed of Incorporation will be delivered to the CNMV and to Iberclear to be included in their official registers prior to the Subscription Period.

In particular, in order to strengthen the financial structure of the Fund and the coverage of the inherent risks of the issue of the Notes, the Management Company, in the name and on behalf of the Fund, will execute, among others, the transaction documents specified in section 3.4.4 of this Additional Information, being able to extend or modify them in accordance its terms, replace the Servicer and even execute additional agreements, having informed the CNMV and the Rating Agencies, in order to ensure the proper operation of the Fund and performance of its obligations in the terms and conditions set out in the applicable laws from time to time. The above, always without prejudicing the rights of the Noteholders and, in particular, ensuring that it will not result in the downgrade of the ratings of the Rated Notes.

Below there is a diagram explaining the transaction:



### Initial Balance Sheet of the Fund

The balance sheet of the Fund at the Disbursement Date will be as follows:

Assets (EUR Amount)		Liabilities (EUR Amount)	
Receivables	550,000,000	Class A Notes	440,000,000
Cash Reserve	5,455,000	Class B Notes	57,700,000
Treasury Account	4,045,000	Class C Notes	27,800,000
		Class D Notes	10,000,000
		Class E Notes	10,000,000
		Class F Notes	10,000,000
		Subordinated Loan	4,000,000
<b>Total</b>	<b>559,500,000</b>	<b>Total</b>	<b>559,500,000</b>

The estimated initial expenses of the incorporation of the Fund and the issuance of the Notes are described in section 6 of the Securities Note.

It is assumed that all the initial expenses of the Fund and the issue of the Notes will be paid on the Disbursement Date. These expenses therefore appear on the above balance sheet.

### 3.2. Description of the entities participating in the issue and description of the functions to be performed by them in addition to information on the direct and indirect ownership or control between those entities.

- SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. will be the Management Company that will establish, manage and be the authorised representative of the Fund and takes responsibility for the contents of this Prospectus.



- Santander Consumer, E.F.C., S.A. participates as (i) Seller or Originator of the Receivables to be acquired by the Fund; (ii) Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information; (iii) a counterparty to the Subordinated Loan Agreement and, if applicable, the Seller Loan; (iv) a Depositor Entity of the Commingling Reserve; (v) Subscriber of Class B Notes, and (vi) if applicable, Subscriber of Class C Notes, Class D Notes, Class E Notes and Class F Notes not placed among qualified investors by the Lead Manager. Santander Consumer, as Originator, has also been designated as Reporting Entity responsible for submitting the information required by article 7 of the EU Securitisation Regulation.

Santander Consumer, in its capacity as Originator, will retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, and shall take responsibility for the contents of the Securities Note (including this Additional Information).

- Santander Consumer Finance, S.A. participates as (i) Subscriber of Class A Notes and part of the Class B Notes, (ii) the Fund's counterparty to the Reinvestment Agreement for the Fund Accounts; and (iv) Back-Up Servicer Facilitator.
- Banco Santander participates (i) as Arranger; (ii) Lead Manager under the Management, Placement and Subscription Agreement; (iii) Paying Agent; (iv) Swap Counterparty; and (vi) Swap Calculation Agent.
- DBRS and Fitch intervene as credit rating agencies rating Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes.
- EY has prepared the Special Securitisation Report on the Preliminary Portfolio.
- PwC participates as auditor of the Fund.
- Cuatrecasas acts as legal adviser in respect of the transaction structure and has revised the tax regime of the Fund established in section 4.5.4 of the Registration Document, and issue the legal opinion required under article 20.1 of the EU Securitisation Regulation.
- Allen & Overy participates as legal advisor of the Arranger and the Lead Manager and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger and the Lead Manager.
- PCS shall (i) act as a verification agent authorised under article 28 of the EU Securitisation Regulation, in connection with the STS Verification, and shall (ii) prepare the PCS Assessments.
- Both INTEX and Bloomberg shall provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation.
- EDW has stated its intention to become registered as a securitisation repository authorised and supervised by ESMA and its website is currently valid for reporting purposes.

The description of the institutions referred to in the preceding paragraph is contained in section 3.1 of the Securities Note.

The Management Company represents that the summary descriptions of the agreements contained in the relevant sections give the most substantial and relevant information on

each of the agreements, accurately present their contents, and that no information has been omitted which might affect the contents of the Prospectus.

**3.3. Description of the method and date of the sale, transfer, novation or assignment of the assets or of rights and/or obligations in the assets to the issuer or, where applicable, the manner and time period in which the proceeds from the issue will be fully invested by the issuer.**

**3.3.1. Formalization of the assignment of the Receivables.**

(i) Assignment of the Initial Receivables

The assignment of the Initial Receivables by the Seller to the Fund will be effected on the Date of Incorporation by means of the Master Sale and Purchase Agreement executed simultaneously with the Deed of Incorporation and upon incorporation of the Fund.

(ii) Assignment of the Additional Receivables

Following its incorporation, the Fund, represented by the Management Company, will successively acquire Additional Receivables on each Payment Date during the Revolving Period to replace the amount of the Outstanding Balance of the Receivables that may have been redeemed.

Additional Receivables will be assigned to the Fund by means of purchase offers and their acceptance by the Fund, in compliance with the provisions of section 2.2.2 above and the Deed of Incorporation.

Any expenses and taxes resulting from the formalisation of successive assignments will be borne by the Seller.

For each new acquisition of Additional Receivables, the Management Company will deliver the following documents to the CNMV on the next Business Day:

- i. Via CIFRADOC, the list of Additional Receivables assigned to the Fund and their main characteristics.
- ii. Statement by the Management Company, and signed by Santander Consumer that such Additional Receivables meet all the Eligibility Criteria (Individual and Global Eligibility Criteria) and the representations and warranties of section 2.2.8.(ii) of this Additional Information for their assignment to the Fund.

The Seller's assignment of the Receivables to the Fund shall not be notified to the Borrowers except if required by law. However, in the event of insolvency or indications thereof, liquidation or the replacement of the Servicer, or if the Management Company considers it to be reasonably justified, the Management Company may request the Servicer to notify the Borrowers and the insurance companies of the assignment of the outstanding Receivables to the Fund and that the payments derived therefrom will only release the debt if payment is made into the Treasury Account opened in the name of the Fund. However, if the Servicer has not given the notice to the Borrowers within five (5) Business Days of receipt of the request by the Management Company, or in the case that the Servicer is in insolvency proceedings, the Management Company itself, either directly or through a new designated servicer or agent, may notify the Borrowers and the insurance companies.

**3.3.2. Receivables assignment terms.**

The assignment of the Receivables will be full and unconditional and for the whole of the remaining period up to the maturity of each Receivable.

Santander Consumer, as Seller of the Receivables and in accordance with article 348 of the Commercial Code and article 1,529 of the Civil Code, will be responsible to the Fund for the

existence and lawfulness of the Receivables but will not be responsible for the solvency of the Borrowers.

The Seller does not assume the risk of non-payment of the Receivables and, therefore, does not assume any liability for the payment default by the Borrowers, whether for principal, interest or any other amount due under the Loans, nor does it assume the effectiveness of the guarantees or security granted as security thereof, if any. Furthermore, the Seller will not in any other manner whatsoever guarantee directly or indirectly the success of the transaction, or give any security or Notes or enter into any repurchase or replacement agreements as regards the Receivables, except as described in section 2.2.9 of this Additional Information.

The Receivables under each Loan comprises the Outstanding Amount due on the relevant assignment date and all ordinary interest on each Loan, as well as any rights derived from any collateral and any insurance policies (other than motor car insurances) related to the Loans, if applicable.

Specifically, without limitation, the assignment of the Receivables will include all accessory rights in accordance with the provisions of article 1,528 of the Civil Code; thus, it will give the Fund the following rights as regards the Loans:

- (i) to receive all amounts due to the repayment of principal under the Loans;
- (ii) to receive all amounts accrued due to the ordinary interest on the Loans; ordinary interest will include the ordinary interest on each of the Loans accrued but not due since the last interest payment date, prior to or on the date of assignment to the Fund;
- (iii) to receive any other amounts, assets or rights that might be received, if applicable, by the Seller in the form of the auction price or the amount determined by virtue of a court decision, or as a result of the disposal or use of the assets awarded or, as a result of such enforcements, from the provisional administration and possession of the assets during the enforcement proceedings;
- (iv) to receive all possible rights or compensations that might result in favour of the Seller, payments made by any guarantors, etc., as well as those arising from any right ancillary to the Loans, including those derived from the reservation of title and the insurance policies, except for motor car insurances since these are not assigned to the Fund as specified in section 2.2.2.1 (xviii) of this Additional Information.

All of the aforementioned rights will accrue in favour of the Fund (i) in respect of the Initial Receivable, from the Incorporation Date by virtue of the execution of the Master Sale and Purchase Agreement and (ii) with respect to the Additional Receivables, from the Payment Date on which the assignment occurs under the Master Sale and Purchase Agreement, which shall be communicated to CNMV by CIFRADO.

Any payments made in respect of default interests, payments relating to fees for claims of unpaid instalments, fees for subrogation, fees for early redemption or cancellation and any other fees (including fees for opening, study and information, where appropriate) or expenses will not be assigned to the Fund and will therefore continue to correspond to the Seller, Santander Consumer.

The rights of the Fund resulting from the Receivables are linked to the payments made by the Borrowers under the Loans and, therefore, are directly affected by the evolution, delays, pre-payments and any other incident related to such Loans. Bank expenses deriving from the collection of payments defaults and expenses deriving from pre-judicial, judicial or contentious proceedings will be borne by the Seller, notwithstanding the reimbursement right vis-a-vis the Fund provided for in section 3.7.1.8 of the Additional Information.

In order to be able to assign Additional Receivables, the Seller's latest financial statements shall be audited and registered with the CNMV and the auditor's report shall have no qualification.

The Seller may be declared insolvent and insolvency of the Seller could affect its contractual relationship with the Fund, in accordance with the provisions of the Insolvency Law.

The assignment of the Receivables cannot be the subject of claw-back other than by an action brought by the Seller's receivers, in accordance with the provisions of the Insolvency Law and after proving the existence of fraud in the transaction, as set forth in article 16.4 of Law 5/2015. The Seller has its place of business office in Spain. Therefore, and unless proof in the contrary, it is presumed that the center of main interests is Spain.

In the event that the Seller is declared insolvent, in accordance with the Insolvency Law, the Fund, represented by the Management Company, shall have the right of separation with respect to the Receivables, on the terms provided in articles 80 and 81 of the Insolvency Law; consequently, the Fund shall be entitled to obtain from the insolvent Seller the resulting Receivables amounts from the date on which the insolvency is decreed, being those amounts considered Fund's property and must therefore be transferred to the Fund, represented by the Management Company.

This right of separation would not necessarily extend to the cash received and kept by the insolvent Seller on behalf of the Fund before that date, given the essential fungible nature of money.

Notwithstanding the above, both the Prospectus and the Deed of Incorporation provide for certain mechanism in order to mitigate the aforesaid effects in relation to cash due to its fungible nature as detailed in section 3.4.2.1 of the Additional Information.

Section 3.3.1 above provides that the Seller's assignment of the Receivables to the Fund shall not be notified to the Borrowers, except if required by law.

Notwithstanding the above, in the event of insolvency, liquidation, intervention by the Bank of Spain or substitution of Santander Consumer as Seller, or in the event of insolvency or indications thereof, liquidation or the replacement of the Servicer, or if the Management Company considers it to be reasonably justified, the Management Company may request the Servicer to notify the Borrowers and the insurance companies of the assignment of the outstanding Receivables to the Fund and that the payments derived therefrom will only release the debt if payment is made into the Treasury Account opened in the name of the Fund. However, if the Servicer has not given the notice to the Borrowers within five (5) Business Days of receipt of the request by the Management Company, or in the case that the Servicer is in insolvency proceedings, the Management Company itself, either directly or through a new designated servicer or agent, may notify the Borrowers and the insurance companies.

### **3.3.3. Receivables sale or assignment price.**

#### **(i) Price of the assignment of the Initial Receivables**

The assignment price of the Initial Receivables will be the nominal value plus any interest accrued but not paid prior to the Date of Incorporation. The price that the Fund, through its Management Company, must pay to Santander Consumer on the Disbursement Date for the acquisition of the Initial Receivables will be equal to the aggregate Outstanding Balance of the Initial Receivables pooled in the Fund on the Date of Incorporation, plus any accrued and unpaid interest, both as of the Date of Incorporation.

The price will be paid in full before 15.00 CET on the Disbursement Date, for value date on that same day.

The payment will be made by virtue of an order issued by the Management Company to the Fund Accounts Provider for the price for the acquisition of the Initial Receivables to the Treasury Account opened with SCF in the name of the Fund, once that the amount of the issuance of the Notes and the Subordinated Loan has been transferred to the Treasury Account.

In the event of termination of the incorporation of the Fund, and thus the assignment of the Initial Receivables, (i) the obligation of the Fund to pay the price for the acquisition of the Initial Receivables will be extinguished, and (ii) the Management Company will be obliged to reimburse Santander Consumer for any rights that might have been accrued in favour of the Fund due to the assignment of the Initial Receivables.

The Seller will not receive any interest as a result of the deferral of payment of the sale price from the Date of Incorporation to the Disbursement Date.

(ii) **Price of the assignment of Additional Credit Rights**

The Additional Receivables will be assigned by a price equal to the Acquisition Amount of the Additional Receivables.

The price must be paid in full on the corresponding Payment Date on which the assignment is effected, for value that same day.

The payment will be made by virtue of an order issued by the Management Company to the Fund Accounts Provider for the price for the acquisition of the Additional Receivables to the Principal Account opened with SCF in the name of the Fund.

### **3.4. Explanation of the flow of funds**

#### **3.4.1. How the cash flows from the assets will meet the issuer's obligations to holders of the securities, including, if necessary a financial service table and a description of the assumptions used in developing that table.**

The Fund will attend all payment obligations derived from the Notes and its remaining liabilities by applying the cash flows generated by the Receivables and any other applicable rights of the Fund.

The amounts received by the Fund deriving from the Receivables will be deposited by the Servicer into the Treasury Account. Those amounts will be deposited within two (2) Business Days from their receipt.

The Fund will enjoy additional protection and enhancement mechanisms that are described in section 3.4.2 below. These mechanisms will be applied in accordance with the rules of this Prospectus and their purpose is to ensure that the cash flows of the Fund are sufficient to attend its payment obligations in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.7.4.2 of the Additional Information and the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information, as applicable.

All payments of principal and interest (and arrears, if any) on the Notes shall be made in accordance with the rules of this Prospectus and the Pre-Enforcement Priority of Payments set forth in section 3.7.4.2 of the Additional Information and the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information, as applicable.

The weighted average interest rate of the selected Loans as at 16 September 2019, as detailed in section 2.2.2.1 (viii) above, amounts to 8.17%, which is higher than the nominal rate of each Classes of Notes.

**3.4.2. Information on any credit enhancements, an indication of where potentially material liquidity shortfalls may occur and the availability of any liquidity supports and indication of provisions designed to cover interest/principal shortfall risks.**

**3.4.2.1. Credit enhancements.**

In order to strengthen the financial structure of the Fund, to increase the security or the regularity in the payments of the Bonds, to cover any temporary mismatches of the schedule of flows of principal and interest on the Loans and the Notes, or, in general, to transform the financial characteristics of the Loans and the Notes, and to ensure the proper operation of the Fund and performance of its obligations in the terms and conditions set out in the applicable laws from time to time, the Management Company, on behalf of the Fund, will enter into the agreements and transactions described below in accordance with the Deed of Incorporation and all applicable legal provisions.

The credit enhancements included in the structure of the Fund are as follows:

(i) **Cash Reserve**

Mitigates the credit risk due to payment default under the Loans. The Cash Reserve is described below in section 3.4.2.2 of this Additional Information.

(ii) **Commingling Reserve**

Mitigates the risk that the Servicer fails to comply with its obligation to transfer to the Fund the collections received from the Borrowers upon the occurrence of any of the following events (each, an "**Event of Replacement of the Servicer**"):

- (i) any breach of its obligations under the Deed of Incorporation, in the reasonable opinion of the Management Company, and in particular, its obligation to transfer to the Fund the amounts received by the Borrowers within two (2) Business Days as from receipt (except if the breach is due to a force majeure); and
- (ii) an Insolvency Event occurs in respect of the Servicer.

The Commingling Reserve is described below in section 3.4.2.3 of this Additional Information.

(iii) **Swap Agreements**

Mitigates the interest rate risk of the Class A Notes and the Class B Notes. The main terms and conditions of the Swap Agreements are described in section 3.4.8.1 of this Additional Information.

The Fund has not entered into and will not enter into any kind of hedging instrument save as expressly permitted by article 21 (2) of the EU Securitisation Regulation.

The Initial Receivables do not include derivatives and the Additional Receivables shall not include derivatives.

Additionally, there is no currency risk given that both the Receivables and the Notes are denominated in the same currency (euros).

**3.4.2.2. Cash Reserve**

(i) **Introduction**

The Cash Reserve will be funded on the Disbursement Date with part of the proceeds from the disbursement of Class F Notes. On the Disbursement Date, the Cash Reserve will be equal to the Target Cash Reserve Amount.

(ii) **Target Cash Reserve Amount**

The Cash Reserve will be funded for an amount equal to FIVE MILLION FOUR HUNDRED AND FIFTY-FIVE THOUSAND EUROS (€ 5,455,000), equivalent to 1.00% of the initial amount of Class A, B, C, D and E Notes (the "**Target Cash Reserve Amount**").

The Target Cash Reserve Amount shall become equal to ZERO EUROS (€ 0.00) the earlier of:

- i. the Legal Maturity Date,
- ii. the Payment Date on which the Non-Defaulted Receivables have been repaid in full,
- iii. the Payment Date on which the Class A, B, C, D and E Notes are redeemed in full, and
- iv. the Payment Date following the delivery of an Early Redemption Notice.

(iii) **Use**

The Cash Reserve will form part of the Available Funds.

(iv) **Yield**

The amount of the Cash Reserve will be credited to the Treasury Account on the Disbursement Date, and will be covered by the Reinvestment Agreement to be entered into with SCF pursuant to the terms described in section 3.4.7.2 of this Additional Information.

**3.4.2.3. Commingling Reserve**

(i) **Introduction**

Following the occurrence of a Commingling Reserve Trigger Event and within the maximum period of fourteen (14) days, the Depositor Entity of the Commingling Reserve will establish the Commingling Reserve and must deposit to the Commingling Reserve Account an amount equal to the Target Commingling Reserve Amount.

(ii) **Commingling Reserve Trigger Event**

There will be a Commingling Reserve Trigger Event if, at any given time, an Event of Replacement of the Servicer occurs.

(iii) **Target Commingling Reserve Amount**

On each Payment Date after the occurrence of a Commingling Reserve Trigger Event and up to (but excluding) the earlier of (i) the Legal Maturity Date, (ii) the Payment Date on which the Class A Notes and the Class B Notes are redeemed in full, and (iii) the Payment Date following the delivery of an Early Redemption Notice, the Available Funds will be applied in accordance with the Pre-Enforcement Priority of Payments to bring the balance of the Commingling Reserve Account up to (but not exceeding) the Target Commingling Reserve Amount.

For these purposes, "**Target Commingling Reserve Amount**" shall be equal to 1.15x the principal amount of the Receivables collected in the preceding month.

If, on a certain Payment Date, the amount deposited to the Commingling Reserve Account exceeds the Target Commingling Reserve Amount, the surplus will be

returned to the Depositor Entity of the Commingling Reserve regardless of the Pre-Enforcement Priority of Payments of the Fund or, if applicable, the Post-Enforcement Priority of Payment. Likewise, if on a certain Payment Date, the amount deposited to the Commingling Reserve Account is lower than the Target Commingling Reserve Amount, the Depositor Entity of the Commingling Reserve will have to deposit the difference to the Commingling Reserve Account within the maximum period of time of fourteen (14) days.

Similarly, the whole amount deposited to the Commingling Reserve Account will be returned (regardless of the Pre-Enforcement Priority of Payments or, if applicable, the Post-Enforcement Priority of Payments) to the Depositor Entity of the Commingling Reserve on the first one of the following dates:

- (a) on the date on which Santander Consumer has been effectively replaced as Servicer and there are not any outstanding amounts of the Receivables to be credited to the Treasury Account of the Fund within the maximum period indicated in section 3.4.6 below, or
- (b) in any case, on the date on which the Fund is liquidated.

(iv) **Use**

The Commingling Reserve will be used and applied by the Management Company on behalf of the Fund to satisfy the obligations of the Fund following a breach by the Servicer of its payment obligations following an Event of Replacement of the Servicer.

(v) **Yield**

The amount of the Commingling Reserve, if applicable, will be credited to the Commingling Reserve Account, and will be covered by the Reinvestment Agreement to be entered into, among others, with SCF pursuant to the terms described in section 3.4.5.1 of this Additional Information.

#### **3.4.2.4. Subordination of the Notes**

After the occurrence of a Subordination Event, Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes will be redeemed sequentially in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information so that (i) the Class B Notes will not be further redeemed for so long as the Class A Notes have not been redeemed in full; (ii) the Class C Notes will not be further redeemed for so long as the Class A Notes and the Class B Notes have not been redeemed in full; (iii) the Class D Notes will not be further redeemed for so long as the Class A Notes, the Class B Notes and the Class C Notes have not been redeemed in full; (iv) the Class E Notes will not be further redeemed for so long as the Class A Notes, the Class B Notes, Class C Notes and the Class D Notes have not been redeemed in full; and (v) the Class F Notes will not be further redeemed for so long as the Class A Notes, the Class B Notes, Class C Notes, the Class D Notes and the Class E Notes have not been redeemed in full.

#### **3.4.3. Risk retention requirement**

##### **3.4.3.1. EU Retention Requirement**

Santander Consumer, as Originator, will undertake in the Deed of Incorporation to retain, on an ongoing basis, a material net economic interest of at least 5 (five) per cent. in the securitisation transaction described in this Prospectus in accordance with article 6(3)(c) of the EU Securitisation Regulation and article 7 of the Delegated Regulation (EU) 625/2014 of 13 March 2014 supplementing CRR by way of regulatory technical standards specifying the requirements for investors, sponsors, original lenders and originator institutions relating to exposures to transferred credit risk (the "**Delegated Regulation 625/2014**"), applicable until the new regulatory technical standards to be adopted by the Commission apply,



pursuant to article 43(7) of the EU Securitisation Regulation. In addition, the Seller has undertaken that the material net economic interest held by it shall not be split amongst different types of retainers and shall not be subject to any credit-risk mitigation or hedging, in accordance with article 6(1) of the EU Securitisation Regulation.

The retention option and methodology used to calculate the net economic interest will not change, unless such change is required due to exceptional circumstances, in which case such change will be appropriately disclosed to Noteholders and published on the following website: <https://www.santanderconsumer.com/securitization-spain/> and <https://www.santanderconsumer.com/securitization-spain/?lang=es>.

The Deed of Incorporation will include a representation and warranty and undertaking of the Originator as to its compliance with the requirements set forth in article 6(1) up to and including (3) of the EU Securitisation Regulation. In addition to the information set out herein and forming part of this Prospectus, the Originator has undertaken to make available materially relevant information to investors so that investors are able to verify compliance with article 6 of the EU Securitisation Regulation in accordance with article 7 of the EU Securitisation Regulation, as set out in section 4.2.1 of this Additional Information. In particular, the quarterly reports shall include information about the risk retained, including information on which of the modalities of retention has been applied pursuant to paragraph to 1.(e).(iii) of article 7 of the EU Securitisation Regulation.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with each of the provisions described above and any corresponding implementing measure which may be applicable. In addition each prospective Noteholder should ensure that they comply with the implementing provisions in respect of the EU Securitisation Regulation.

Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

### **3.4.3.2. US RISK RETENTION**

Section 941 of the Dodd-Frank Act amended the Exchange Act to generally require the "securitiser" of a "securitisation transaction" to retain at least 5 per cent. of the "credit risk" of "securitised assets", as such terms are defined for purposes of that statute, and generally prohibit a securitiser from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitiser is required to retain. Final rules implementing the statute (the "U.S. Risk Retention Rules") came into effect on 24 December 2016 with respect to non-RMBS securitisations. The U.S. Risk Retention Rules provide that the securitiser of an asset backed securitisation is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Seller does not intend to retain at least 5 per cent. of the credit risk of the Issuer for the purposes of the U.S. Risk Retention Rules and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules, the Seller intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as Risk Retention U.S. Persons); (3) neither the sponsor nor the issuer is organised under U.S. law or is a branch located in the United

States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

The Seller has advised the Issuer that it has not acquired, and it does not intend to acquire more than 25 per cent. of the assets from an affiliate or branch of the Seller or the Issuer that is organised or located in the United States.

Prior to any Notes which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person, the purchaser of such Notes must first disclose to the Seller and the Lead Manager that it is a Risk Retention U.S. Person and obtain the written consent of the Seller in the form of a U.S. Risk Retention Consent. Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" under Regulation S. The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (b) and (h), which are different than comparable provisions from Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" means any of the following:

- (i) any natural person resident in the United States;
- (ii) any partnership or corporation organised or incorporated under the laws of the United States;
- (iii) any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);
- (iv) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);
- (v) any agency or branch of a foreign entity located in the United States;
- (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);
- (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and
- (viii) any partnership, corporation, limited liability company, or other organisation or entity if:
  - organised or incorporated under the laws of any foreign jurisdiction; and
  - formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in 17 CFR 230.501(a)) who are not natural persons, estates or trusts.

Each holder of a Note or a beneficial interest therein acquired in the initial syndication of the Notes on the issue date, by its acquisition of a Note or a beneficial interest in a Note, will be deemed, and, in certain circumstances, will be required to represent to the Issuer, the Seller and the Lead Manager that it (1) either (i) is not a Risk Retention U.S. Person or (ii) it has obtained a U.S. Risk Retention Consent, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk

Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules described herein).

The Seller has advised the Issuer that it will not provide a U.S. Risk Retention Consent to any investor if such investor's purchase would result in more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) (as determined by fair value under US GAAP) of all Classes of Notes to be sold or transferred to Risk Retention U.S. Persons on the Disbursement Date.

There can be no assurance that the requirement to request the Seller to give its prior written consent to any Notes which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person will be complied with or will be made by such Risk Retention U.S. Persons.

There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether a failure by the Seller to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the Notes or the market value of the Notes. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by the Seller to comply with the U.S. Risk Retention Rules could therefore negatively affect the market value and secondary market liquidity of the Notes.

Failure on the part of the Seller to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action against the Seller which may adversely affect the Notes and the ability of the Seller to perform its obligations under the Transaction Documents. Furthermore, a failure by the Seller to comply with the U.S. Risk Retention Rules could negatively affect the value and secondary market liquidity of the Notes.

None of the Arranger, the Lead Manager, the Seller, the Fund or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisors as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

#### **3.4.4. Details of any financing of subordinated debt finance**

##### **3.4.4.1. Subordinated Loan Agreement**

On the Date of Incorporation, the Management Company, in the name and on behalf of the Fund, will enter into a subordinated loan agreement with Santander Consumer (the "**Subordinated Loan Agreement**") in the total amount of FOUR MILLION EUROS (€ 4,000,000) (the "**Subordinated Loan**"), which will be used to finance the expenses of the incorporation of the Fund and the issue of the Notes, as well as the amount of interest accrued and not due of the Initial Receivables before the Date of Incorporation (with an estimation for the Preliminary Portfolio of or slightly lower than TWO MILLION FIVE HUNDRED THOUSAND EUROS (€ 2,500,000)).

The Subordinated Loan Agreement will be fully terminated in the event that the Rating Agencies do not confirm the provisional rating granted to the Rated Notes as final ratings on or prior to the Disbursement Date, except for the initial expenses of incorporation of the Fund and the issuance of the Notes.

The amount of the Subordinated Loan will be credited to the Treasury Account before 12.00 CET on the Disbursement Date.

The Subordinated Loan will accrue an annual interest, calculated on a quarterly basis, for each Interest Accrual Period, which will be equal to 3 (three)-month EURIBOR (as defined below) plus 2.15% and will be paid only if the Fund has sufficient Available Funds in accordance with the Pre-Enforcement Priority of Payments established in section 3.4.7.2 of this Additional Information, or, where applicable, in accordance with the Post-Enforcement Priority of Payments described in section 3.4.7.3 of this Additional Information. Any interest accrued, which must be paid on a specified Payment Date, will be calculated on the basis of: (i) the actual days existing in each Interest Accrual Period, and (ii) a year of three hundred and sixty (360) days.

For the purposes of remunerating the Subordinated Loan, the reference basis will be EURIBOR (Euro Interbank Offered Rate), which is the money market reference rate for deposits in euros at three (3) months maturity, taken from the Reuters page EURIBOR01 (or any other page that replaces this page in the future, the "**Relevant Screen**"). If such page (or any other page that replaces this page in the future) is not available, the Relevant Screen will be –in this order– the electronic information pages offering EURIBOR rates (published by the European Banking Federation) such as Telerate, Bloomberg or any other page used in the market to show the EURO Interbank Market at 11.00 am (CET) on two (2) Business Days preceding the date of commencement of each Interest Accrual Period.

If it is impossible to obtain the EURIBOR for such period of time, the reference interest rate will be the interest rate resulting from the simple arithmetic mean of the interbank offered interest rates for non-transferrable deposits, in the currency of the issue, that are provided by four (4) leading banking entities.

If it is not possible to apply such reference interest rate, due to the fact that any of the four entities has continuously failed to provide the statement of quotations, the applicable interest rate will be the result of the simple arithmetic mean of the interest rates provided by, at least, two (2) of the leading entities.

If it is not possible to obtain the rates established in the preceding paragraphs, it will be necessary to apply the last reference interest rate applied to the last Interest Accrual Period and it will remain applicable as long as the said situation persists.

Interest due and not paid on a Payment Date will accumulate and accrue interest at the same rate as the nominal interest rate of the Subordinated Loan and will be paid, provided that the Fund has sufficient Available Funds and in accordance with the Pre-Enforcement Priority of Payments established in section 3.4.7.2 of this Additional Information, or, where applicable, in accordance with the Post-Enforcement Priority of Payments described in section 3.4.7.3 of this Additional Information, on the immediately following Payment Date.

In the event that the annual interest of the Subordinated Loan calculated in accordance with this section will be negative, such interest will be equal to zero per cent (0.00%).

The Subordinated Loan may be early repaid on the first two (2) Payment Dates, provided that the Fund has sufficient Available Funds and in accordance with the Pre-Enforcement Priority of Payments established in section 3.4.7.2 of this Additional Information. For clarification purposes, if the Subordinated Loan has not been repaid in full on the first two (2) Payment Dates, since the third Payment Date (included) the Subordinated Loan will be redeemed with the existing Available Funds once that the positions (1) to (12) of the Pre-Enforcement Priority of Payments have been paid in preference.

Given that this Subordinated Loan is a subordinated loan, it will be postponed in ranking as regards the rest of creditors of the Fund pursuant to the terms of sections 3.4.7.2 and 3.4.7.3 of this Additional Information, including, but not limited to, the Noteholders.

Santander Consumer specifically and irrevocably waives any right of set-off against the Fund that could otherwise correspond to it by virtue of any agreement entered into with the Fund.

#### **3.4.4.2. Seller Loan**

“**Seller Loan**” means a loan that, following the occurrence of a Regulatory Call Event, the Seller shall advance to the Fund, for an amount equal to the Redemption Price due to a Regulatory Call Event, to be applied by the Fund in order to redeem the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (in whole but not in part) in accordance with section 4.9.2.3. of the Securities Note (*Optional redemption upon the occurrence of a Regulatory Call Event*). The Seller Loan shall accrue a maximum annual interest of 2.6322%.

“**Redemption Price due to a Regulatory Call Event**” means the total consideration to be paid by the Seller to the Fund as a consequence of a Regulatory Call Event as detailed in section 4.9.2.3 of the Securities Note.

The Seller Loan shall be repaid in accordance with the Pre-Enforcement Priority of Payment set forth in section 3.4.7.2 (iii) (C) of the Additional Information.

On or after the Regulatory Call Early Redemption Date, in order to achieve in respect of the parties to the Transaction Documents (other than, for the avoidance of doubt, the Seller) an equivalent economic effect as their position under the Transaction Documents on the date immediately prior to the Regulatory Call Early Redemption Date; the parties to the Transaction Documents shall take all necessary actions to amend the Transaction Documents, provided that no such modification, waiver and/or additions are materially prejudicial to the interests of the holders of the Class A Notes and the Class B Notes.

#### **3.4.5. Specification of any investment parameter for the investment of temporary liquidity surpluses and description of the parties responsible for the said investment.**

##### **3.4.5.1. Fund Accounts**

The Management Company, in the name and on behalf of the Fund, Santander Consumer, and SCF (the “**Fund Accounts Provider**”) will enter into the reinvestment agreement, by virtue of which (i) the Treasury Account, the Principal Account, the Swap Collateral Account and the Commingling Reserve Account (the “**Fund Accounts**”) will be opened in the books of SCF on the Date of Incorporation, and (ii) the Commingling Reserve may be funded by Santander Consumer as set forth in section 3.4.2.3 of the Additional Information (the “**Depositor Entity of the Commingling Reserve Account**”) (the “**Reinvestment Agreement**”). SCF will not guarantee a yield on the amounts credited by the Fund, through its Management Company, to the Fund Accounts.

On the Disbursement Date and until a change on its remuneration has occurred, as described on the paragraph bellow, the amounts deposited in the Fund Accounts will not accrue, in principle, any interest.

Notwithstanding the above, under the Reinvestment Agreement these accounts can change its remuneration, in which case the new rate will be reported by SCF and/or Santander Consumer, as the case may be, or the Management Company to the rest of the parties. If the remuneration is negative this will be considered a Fund expense.

##### **3.4.5.1.1 *Treasury Account***

The Reinvestment Agreement will determine that the amounts the Fund receives as:

- (i) principal and interests on the Receivables;
- (ii) any other amounts corresponding to the Receivables, and to the disposal or use of assets awarded, or under provisional administration and possession of the assets during enforcement proceedings, as well as all possible rights and compensations, including those derived from any ancillary right to the Receivables, including, if applicable, those derived from reservation of title, but excluding fees;
- (iii) the amount which constitutes the Cash Reserve at any time, as described in section 3.4.2.2 of this Additional Information;
- (iv) if applicable, the amounts withdrawn by the Management Company, in the name and on behalf of the Fund, from the Commingling Reserve Account, pursuant to the terms and conditions established hereinafter;
- (v) the amounts of the returns obtained on actual Treasury Account and Principal Account balances;
- (vi) the amounts, if any, of interim withholdings on the return on investments to be effected on each relevant Payment Date on the Note interest paid by the Fund, until due for payment to the Tax Administration;

will be deposited into the Treasury Account.

On the Disbursement Date, (i) the effective subscription price of the Notes issued and (ii) the amount drawdown under the Subordinated Loan for satisfying the initial expenses of the incorporation of the Fund and the issuance of the Notes, as well as the amount of interest accrued and not due of the Initial Receivables before the Date of Incorporation, will be deposited in the Treasury Account; furthermore, on the Disbursement Date the purchase price plus the amount of interest accrued and not due of the Initial Receivables and the initial expenses of the incorporation of the Fund will be paid out of the amounts deposited in the Treasury Account.

The Fund Accounts Provider, in accordance with the instructions received from the Management Company, shall apply the balance existing in the Treasury Account on each Payment Date in accordance with the Pre-Enforcement Priority of Payments.

On the Disbursement Date and until a change on its remuneration has occurred, as described above, the amounts deposited in the Treasury Account will accrue no interest, in accordance with the Reinvestment Agreement.

#### *3.4.5.1.2 Principal Account*

As described in section 3.4.7.2 below, by virtue of the Reinvestment Agreement, the amounts that, from time to time, make up the Principal Target Redemption Amount will be deposited in the Principal Account opened with SCF by the Management Company in the name of Fund.

#### *3.4.5.1.3 Commingling Reserve Account*

As described in section 3.4.2.3 above, an amount equal to the Target Commingling Reserve Amount shall be credited to the Commingling Reserve Account.

#### *3.4.5.1.4 Swap Collateral Account*

The Swap Collateral Account will be the account into which any cash collateral to be posted by the Swap Counterparty under the Swap Agreement will be credited, as described in section 3.4.8.1 of the Additional Information.

#### *3.4.5.1.5 Rating Agencies Criteria for the Fund Accounts Provider*

In the event that rating of SCF or of the replacing entity in which the Fund Accounts are opened, should, at any time during the life of the Notes issue, be downgraded:

- (i) below A (low) according to the minimum DBRS rating (the "**DBRS Minimum Rating**") which shall be the higher of:
  - a. if the institution has a long term critical obligation rating (COR) from DBRS, a step below said COR; and
  - b. the long term issuer rating assigned by DBRS to the Fund Accounts Provider or, if none exists, the private ratings or internal evaluations performed by DBRS; or
- (ii) below the long-term Deposit Rating if available otherwise a long term senior debt rating of A- or a short term senior Deposit Rating if available otherwise a short term senior debt rating of F1 assigned by Fitch;

the Management Company shall, after notifying the Rating Agencies, adopt one of the options described below to allow an appropriate level of guarantee to be maintained with respect to the commitments relating to the Fund Accounts, in order for the ratings given to the Rated Notes by the Rating Agencies are not adversely affected:

- (i) *within thirty (30) calendar days from the day of the occurrence of any of the abovementioned events, obtain from an institution:*
  - with a DBRS Minimum Rating of A (low), and/or
  - with a long-term Deposit Rating if available otherwise a long term senior debt rating of A- or a short term senior Deposit Rating if available otherwise a short term senior debt rating of F1 assigned by Fitch,

an unconditional and irrevocable first demand guarantee securing, upon request of the Management Company, the timely performance by the account holder of its obligation to repay the amounts deposit therein, for as long as the account holder remains downgraded;

- (ii) *within sixty (60) calendar days from the day of the occurrence of any of the abovementioned events, transfer the Fund Accounts to an institution:*
  - with a DBRS Minimum Rating of A (low), and/or
  - with a long-term Deposit Rating if available otherwise a long term senior debt rating of A- or a short term senior Deposit Rating if available otherwise a short-term senior debt rating of F1 assigned by Fitch,

and, the Management Company will arrange the highest possible return for the balance of the Fund Accounts, which may be lower, equal to or higher than that arranged with the Fund Accounts Provider (or the replacing entity in which the Fund Accounts are opened).

In this regard, the Fund Accounts Provider (or the replacing entity in which the Fund Accounts are opened) shall irrevocably agree to notify the Management Company of any change or removal of its rating given by the Rating Agencies, forthwith upon that occurrence throughout the life of the Rated Notes issue.

All costs, expenses and taxes incurred due to the execution and formalization of the previous options will be borne by SCF or, if applicable, by the subsequent holder of the Fund Accounts.

#### **3.4.6. How payments are collected in respect of the Receivables.**

The Servicer, as collection agent on behalf of the Fund, will collect any amounts for both principal and interest under the Loans paid by the Borrowers, as well as any amounts



corresponding to the Fund, and will proceed to immediately deposit such amounts into the Treasury Account, as applicable, within two (2) Business Days from their receipt.

The Servicer will not pay, in any case, any amount to the Fund that the Servicer has not previously received from the Borrowers in respect of the Loans.

**3.4.6.1. Powers of the holder of the Receivables in the case of breach by the Borrower or the Servicer of their obligations.**

Santander Consumer, as Servicer of the Receivables, will apply the same level of expertise, diligence and procedures for making a claim for the amounts due and unpaid on the Receivables as for the rest of loans contained in its portfolio and, in particular, Santander Consumer will bring the relevant legal actions if, once that the internal periods for action aimed at obtaining the payment of the interests of the Fund have elapsed, the desired effect has not been achieved. In any case, Santander Consumer will bring the aforementioned legal actions if the Management Company, on behalf of the Fund, and after having analysed the specific circumstances of the case, deems them to be appropriate, in agreement with Santander Consumer.

The current terms for actions that Santander Consumer is applying are provided in section 2.2.7.3 (Recovery Process) of the Additional Information.

(i) *Action against the Servicer.*

The Management Company, for and on behalf of the Fund, may take action against the Servicer where the breach of the obligation to pay any principal repayment and interest and any other Loan amounts paid by the Borrowers due to the Fund does not result from default by the Borrowers and is attributable to the Servicer.

The Servicer will not be liable for such actions in case such breach is caused as a consequence of the compliance by the Servicer with the instructions given by the Management Company.

(ii) *Actions in case of non-payment of the Loans.*

The Management Company, on behalf of the Fund, may take all the legal actions arising from the ownership of the Receivables, in accordance with the legislation in force.

For the above purposes, the Management Company as responsible for servicing and managing the Receivables pursuant to article 26.1.b) of Law 5/2015, shall grant in the Deed of Incorporation a power of attorney as broad as permitted by law in favour of the Servicer, so that the Servicer, acting through any of its attorneys duly empowered for such purpose, as instructed by the Management Company, in the name and on behalf of the latter, or in its own name albeit on behalf of the Management Company, as the authorised representative of the Fund, demand any Borrower in or out of court to pay the debt and take legal action against the same, and if applicable to the guarantor, in addition to any other powers required for the performance of its duties as Servicer. These powers may also be granted under a document separate from the Deed of Incorporation or may be expanded and modified, if necessary, for the performance of such duties.

Additionally, Santander Consumer undertakes to inform the Management Company, on behalf of the Fund, on a quarterly basis, of any payment defaults, early redemptions and adjustments of the interest rates and term of maturity, and to provide timely information regarding payment demands, certified notices given to the borrower, legal actions, and any other circumstances affecting the Loans. Furthermore, the Servicer will provide the Management Company with all the documents that the latter might request in relation to the Loans and, in particular,



the documents that the Management Company might need for the purposes of bringing any legal actions.

The Servicer shall, as a general rule, commence the relevant legal proceedings if, for a period of time of six (6) months, the Borrower in default of his/her/its payments obligations fails to resume payments, and the Servicer with the Management Company's consent, fails to obtain a payment undertaking satisfactory to the interests of the Fund.

(iii) *Special consideration relating to the reservations of title*

The reservation of title may be documented either by virtue of a public document granted before a public notary, or by means of a private document, (which can be an official model or not), whether it is registered or not in the Register of Instalment Sales of Movable Properties, and therefore in the Vehicles Register of the Spanish General Traffic Direction, as explained in section 2.2. of the Additional Information.

Any reservations of title documented by virtue of a public document granted before a public notary or by means of an official model, registered in the corresponding Register of Instalment Sales of Movable Properties, grant their beneficiary, as provided in article 16.5 of Law 28/1998, the preference and priority set forth in article 1,922.2 of the Civil Code, by virtue of which, with regard to certain movable properties of the debtor, credits guaranteed with a pledge have preference over the item pledged up to the value thereof, and article 1,926.1 of the Civil Code, by virtue of which, if two or more credits compete with respect to certain movable properties, and as regards the order of priority for their payment, the secured credit excludes the rest of credits up to the value of the item pledged as a security.

Any reservations of title documented by virtue of a deed granted before a public notary will serve as an enforceable instrument in compliance with the provisions of article 517.2 of the Civil Procedural Law for the purpose of the recovery of the vehicle involved.

Likewise, in the case of breach of a reservation of title clause registered in the Register of Instalment Sales of Movable Properties, the Servicer may act directly and exclusively against the goods purchased in instalments, according to the procedure specified in article 16.2 of Law 28/1998, and the credit rights derived from the same will correspond in any case to the Fund, except for those amounts that had not been assigned to the Fund in accordance with the provisions of this Prospectus. Thus, in accordance with such article 16.2 of the Law 28/1998, the creditor may act directly and exclusively against the goods purchased in instalments, according to the following procedure:

- (a) The creditor, through a public notary competent to act in the place where the assets are located, where the payment is to be made or in the place of residence of the borrower, will demand payment from the borrower, by stating the total amount claimed and the cause of the maturity of the obligation. Similarly, the borrower will be warned that, in the event that the borrower fails to comply with the obligation, the creditor will proceed to act against the goods purchased in instalments pursuant to the provisions of such article 16.2 of the Law 28/1998. Unless otherwise agreed, the liquid amount which is payable in the case of enforcement will be the amount specified in the certification issued by the creditor, provided that it has been verified, through a public notary, that the liquidation has been performed in the manner agreed by the parties under the contract and that the balance coincides with the balance appearing in the account opened for the borrower.
- (b) The borrower, within three (3) business days following the date on which the debtor received such demand, will pay the amount demanded or will deliver

the possession of the goods to the creditor or to the person designated by the creditor in the demand for payment.

- (c) If the borrower fails to pay, but voluntarily delivers the possession of the goods purchased in instalments, such goods will be sold at a public auction, with the intervention of a public notary, according to their respective competences.

At the said auction, the rules established in article 1,872 of the Civil Code and any complementary provisions will be observed, as they may apply, as well as the standards regulating the professional activity of public notaries. At the first auction, the value will be the value established for that purpose by the parties in the contract. Notwithstanding the provisions of the preceding paragraphs, the creditor may opt for the adjudication of the goods as payment of the debt without the need to attend the public auction. In this case, the provisions of item e) of this section will apply.

- (d) Should the borrower fail to pay the amount claimed and to deliver the possession of the goods for their sale at a public auction (referred to in the previous item), the creditor may request from the competent court the summary protection of its rights, by means of the exercise of the actions established in items 10 and 11 of the first section of article 250 of the Civil Procedural Law.
- (e) The acquisition by the creditor of the goods delivered by the borrower will not prevent the claim between the parties for the corresponding amounts, if the value of the goods at the time of their delivery by the borrower, according to the reference tables or indexes of depreciation established in the contract, is lower or higher than the debt claimed.

In the event that no procedure for the calculation of the depreciation of such goods has been agreed, the creditor must justify such depreciation in the corresponding ordinary declaratory proceedings.

- (f) The acquisition of the auctioned goods will not prevent the claim for the corresponding amounts, if the value of the goods obtained at the auction is lower than the claimed debt.

In the event that the goods sold with a reservation of title clause or a prohibition against disposal, which is registered in the Register of Instalment Sales of Movable Properties, are in the possession of a person other than the original buyer, such person will be required, through a public notary, to pay the amount claimed or to surrender the goods within three (3) Business Days.

If such person proceeds to pay, he/ she/it will be subrogated in place of the satisfied creditor against the original buyer. If such person surrenders the goods, all the formalities of the enforcement transaction will be handled with him or her, whether before a public notary or by judicial means, and the remainder that might result after the payment to the plaintiff will be delivered to him or her. If the person in possession of the goods fails to pay or to surrender such goods, the provisions of item d) and the following ones of the previous section will apply.

With regard to the reservations of title under a private agreement and not registered in the Register of Instalment Sales of Movable Properties, the recognition of the right to recover the vehicle involved, in favour of the Servicer and in the interests of the Fund, will be determined by means of the appropriate declaratory proceedings. This can take significantly longer than if the contract is notarized or registered (no less

than one year and a half, but it could take up to 2/3 years to finalize the proceeding if there are appeals – even more depending on the court workload).

Thus, in the event that the reservation of title clause is registered, in case of payment default of the financed amount, the Servicer may choose between: (a) termination of the agreement, which will be effected by an ordinary action of declaration, or an oral proceeding according to the amount of the demand; this action will have the purpose of terminating the agreement and obtaining the immediate delivery of the vehicle to the Servicer (article 250.1.11º of the Civil Procedural Law), or (b) compliance action, whereby the Servicer will try the reinstatement of the credit, by executing an ordinary action of declaration, payment procedure, or an action for enforcement, in this process the vehicle which bears the reservation of title may be seized (article 250.1.10º of the Civil Procedural Law).

That enforcement process may be started directly by the Servicer if:

- (a) The Loan has been documented in a deed granted before a public notary is considered as an enforceable title according to article 517.2 of the Civil Procedural Law. Such enforceable action will imply the submission of a lawsuit, to which the Borrower can oppose in certain cases, and the subsequent resolution of the court ordering the seizure of the assets (including the vehicle).
- (b) If the Loan has not been documented in a deed granted before a public notary, the Servicer may start a proceeding for the recognition of his right over the payment of the credit prior to starting an enforceable action against the assets of the Borrower. Such declaration proceeding will start with submission of a lawsuit and the reply of the Borrower. After this, there will be a preliminary hearing where all the formal or procedural issues will be discussed and it is the moment where the parties request the means of proof. The next step will be the trial where the witnesses and experts pose their arguments and will conclude with the court ruling. In the event that the ruling were in favour of the Servicer, if the borrower does not comply with the obligations of the ruling, the Servicer will be able to request the enforcement of the ruling and the corresponding seizure of the assets (including the vehicle).

As indicated, the assignment of the Receivables to the Fund comprises in all cases the assignment of the rights conferred by the reservation title clauses. In this regards, the Order of July 19, 1999, approving the Regulation for the Register of Instalment Sales of Movable Properties (*Orden de 19 de julio de 1999 por la que se aprueba la Ordenanza para el Registro de Venta a Plazos de Bienes Muebles*), provides that it is possible to register the assignments carried out by the lender to a third party of its right vis-à-vis the buyer. In particular, article 21 expressly provides for the assignment of the rights entered into in favour of a securitisation fund in the event of securitisation of loans guaranteed by a reservation title. Notwithstanding, and with regards to the Fund, it has been agreed that the assignment of the rights deriving from the reservation title clauses will not be registered with the Register of Instalment Sales of Movable Properties in the name of the Fund as long as the Seller continues to be the Servicer. Only if the Seller ceases to act as the Servicer of the Receivables, the assignment of the referred rights will be registered in the name of the Fund by the new servicer.

Notwithstanding the foregoing, in any case, the rights, payments and compensations resulting in favour of Santander Consumer as a result, if applicable, of the exercise of the reservations of title will correspond to the Fund, except for those amounts that were not assigned to the Fund in accordance with the provisions of this Prospectus.

Consequently, and in accordance with the previous paragraphs, in the case of payment default under the Loans, the judicial and extrajudicial actions listed in this

section will be initiated for the purposes of recovering the assets or, if applicable, the payment of the debt.

**3.4.7. The order of priority of payments made by the issuer to the holders of the class of securities in question.**

**3.4.7.1. Source and application of funds on the Disbursement Date and until the first Payment Date, inclusive.**

The sources of amounts available to the Fund on the Disbursement Date and their application until the first Payment Date, exclusive, are the following:

- (i) Source: the Fund shall receive funds for the following concepts:
  - i. Disbursement of the subscription of the Notes.
  - ii. Drawdown of the principal of the Subordination Loan.
- (ii) Application: the Management Company shall then apply the fund described above to make the following payments:
  - i. Payment of the purchase price of the Initial Receivables (corresponding to the Outstanding Balance of the Initial Receivables).
  - ii. Payments of expenses incurred in the incorporation of the Fund and the issue and admission of the Notes.
  - iii. Creation of the Cash Reserve by funding the Treasury Account in an amount equal to the Target Cash Reserve Amount.

**3.4.7.2. Source and application of the funds from the first Payment Date, inclusive, until the last Payment Date or the liquidation of the Fund, exclusive.**

- (i) **Source:**

The available funds to comply with the obligations (the “**Available Funds**”) pursuant to the Pre-Enforcement Priority of Payments, and calculated on the Determination Date immediately preceding the relevant Payment Date shall consist of:

  - i. the Interest Components and Principal Components (including any Interest Recoveries received by the Fund in respect of any Defaulted Receivables) received by the Fund in respect of the Receivables during the Determination Period immediately preceding such Determination Date;
  - ii. any Principal Recoveries (including any purchase price received in relation to the sale of any Defaulted Receivables) received by the Fund in respect of any Defaulted Receivables during the Determination Period immediately preceding such Determination Date;
  - iii. the Cash Reserve in respect of such Payment Date as detailed in section 3.4.2.2 (iii) of the Additional Information;
  - iv. any net amount received by the Fund under the Swap Agreement but excluding (1) any Collateral Amount provided by the Swap Counterparty, and (2) any amount paid by the Swap Counterparty upon a termination of the Swap Agreement in respect of any termination payment (provided that, following any application of the amounts described in (1) and/or (2) above towards payment of any premium payable to a replacement swap counterparty in consideration for it entering into a swap agreement with the Fund on the same terms as the Swap Agreement, any remaining amounts shall form part of the Available Funds); and

- v. on the Regulatory Call Early Redemption Date only, the Seller Loan Redemption Amount, which will be applied solely in accordance with the Regulatory Call Priority of Payments.

For these purposes,

**"Interest Components"** means the amounts collected for any concept other than principal received by the Fund during the Determination Period.

**"Interest Recoveries"** means any recoveries received in respect of Defaulted Receivables in excess of the Principal Recoveries.

**"Principal Components"** means the amounts collected by the Fund during a Determination Period representing the principal received by the Fund.

**"Principal Recoveries"** means any recoveries received in respect of Defaulted Receivable up to an amount equal to the notional Outstanding Balance of such Defaulted Receivable.

**"Seller Loan Redemption Amount"** means the amount calculated with reference to the Payment Date immediately preceding the Regulatory Call Early Redemption Date that is equal to (i) the Final Repurchase Price, plus (ii) outstanding amount of the Cash Reserve, less (iii) the Principal Amount Outstanding of the Class A Notes and the Class B Notes after application of the first particular item of the Pre-Enforcement Priority of Payments.

(ii) **Application:**

The Available Funds shall be applied on each Payment Date to meet the following payment obligations (the **"Pre-Enforcement Priority of Payments"**):

- (1) Payment of taxes, Ordinary and Extraordinary Expenses of the Fund, whether or not paid by the Management Company and duly justified, including the administration fee in favour of the Management Company, and the rest of expenses and service fees (including the Servicer's Fee), as well as, the servicer's fee provided that Santander Consumer is not the Servicer. According to this ranking, Santander Consumer will only be paid, in connection with the servicing of the Receivables, those expenses that it has paid in advance on behalf of the Fund and any amounts that must be returned to the Borrowers, all of them duly justified;
- (2) Payment of the net amount of the Swap Agreement or any amounts derived from the early termination of the Swap Agreement, which is payable to the Swap Counterparty (unless the Swap Counterparty is the only defaulting or affected party).
- (3) Payment of interest accrued on Class A Notes.
- (4) Payment of interest accrued on Class B Notes.
- (5) Payment of interest accrued on Class C Notes.
- (6) Payment of interest accrued on Class D Notes.
- (7) Payment of interest accrued on Class E Notes.
- (8) Replenishment of the Cash Reserve up to the Target Cash Reserve Amount.
- (9) Payment of interest accrued on Class F Notes.

- (10) During the Revolving Period: Principal Target Redemption Amount to be applied: (i) in the first place to pay the Acquisition Amount of the Additional Receivables, provided that the Seller have enough Additional Receivables to assign to the Fund and Eligibility Criteria are observed; (ii) in the second place to provision the Principal Account up to a maximum amount equal to 5% of the Principal Amount Outstanding of Classes A, B, C, D, E and F Notes on the immediately preceding Determination Date; and, (iii) in the third place to amortise on a pro-rata basis the Class A, the Class B, Class C, Class D, Class E and Class F Notes.

After the Revolving Period: Pro-Rata Target Redemption Amount to be applied pro-rata to the amortisation of the Class A, the Class B, Class C, Class D, Class E and Class F Notes, unless a Subordination Event has occurred. Upon the occurrence of a Subordination Event, the Principal Target Redemption Amount will be applied in the first place to amortise the Class A Notes until their full redemption, in the second place to amortise the Class B Notes until their full redemption, in the third place to amortise the Class C Notes until their full redemption, in the fourth place to amortise the Class D Notes until their full redemption, in the fifth place to amortise the Class E Notes until their full redemption and in the sixth place to amortise the Class F Notes until their full redemption.

- (11) Payment of the net amount of the Swap Agreement (if the Swap Counterparty is the only defaulting or affected party).
- (12) Payment of interest accrued and payable by virtue of the Subordinated Loan Agreement.
- (13) Payment of principal accrued and payable by virtue of the Subordinated Loan Agreement.
- (14) Any Financial Intermediation Margin to the Seller.

(iii) **Other rules**

A Replacement of Servicer

If Santander Consumer is replaced as the Servicer of the Loans by another entity not forming part of Santander Consumer's consolidated group, a fee will be accrued in favour of the new Servicer, appearing in the 1<sup>st</sup> place of the Pre-Enforcement Priority of Payments established above.

B The "**Regulatory Call Priority of Payments**"

Upon a Regulatory Redemption Notice, the Pre-Enforcement Priority of Payments shall be superseded from item (11) (included) onwards, in the following order of priority but, in each case, only if and to the extent that payments or provisions of a higher priority have been made in full:

*(Prior items of the Pre-Enforcement Priority of Payments remain the same)*

- (11) The Regulatory Call Allocated Amount will be applied in the first place to amortise the Class C Notes until their full redemption, in the second place to amortise the Class D Notes until their full redemption, in the third place to amortise the Class E Notes until their full redemption, and in the fourth place to amortise the Class F Notes until their full redemption.

- (12) Payment of the net amount of the Swap Agreement (if the Swap Counterparty is the only defaulting or affected party).
- (13) Payment of interest accrued and payable by virtue of the Subordinated Loan Agreement.
- (14) Payment of principal accrued and payable by virtue of the Subordinated Loan Agreement.
- (15) Any Financial Intermediation Margin to the Seller.

For these purposes, "**Regulatory Call Allocated Amount**" means, with respect to any Regulatory Call Early Redemption Date:

- a. Available Funds (including, for the avoidance of doubt, the amounts set out in item (I) of such definition) available to be applied in accordance with the Pre-Enforcement Priority of Payments on such date; minus
- b. amounts of Available Funds to be applied pursuant to item (1) (first) to (10) (tenth) (inclusive) of the Pre-Enforcement Principal Priority of Payments on the Regulatory Call Early Redemption Date.

#### C Seller Loan

On the subsequent Payment Date following the application of the Regulatory Priority of Payment set forth in section 3.4.7.2 (iii) (B) above, the Pre-Enforcement Priority of Payments shall be superseded from item (5) (included) onwards, in the following order of priority but, in each case, only if and to the extent that payments or provisions of a higher priority have been made in full:

*(Prior items of the Pre-Enforcement Priority of Payments remain the same)*

- (5) Replenishment of the Cash Reserve up to the Target Cash Reserve Amount.
- (6) Payment of interest accrued on the Seller Loan.
- (7) During the Revolving Period: Principal Target Redemption Amount to be applied: (i) in the first place to pay the Acquisition Amount of the Additional Receivables, provided that the Seller have enough Additional Receivables to assign to the Fund and Eligibility Criteria are observed; (ii) in the second place to provision the Principal Account up to a maximum amount equal to 5% of the sum of (a) the Principal Amount Outstanding of Classes A and B Notes, and (b) the outstanding balance of the Seller Loan on the immediately preceding Determination Date; and, (iii) in the third place to amortise on a pro-rata basis the Class A Notes and the Class B Notes.

After the Revolving Period: Pro-Rata Target Redemption Amount to be applied pro-rata to the amortisation of the Class A Notes and the Class B Notes and the Seller Loan, unless a Subordination Event has occurred. Upon the occurrence of a Subordination Event, the Principal Target Redemption Amount will be applied in the first place to amortise the Class A Notes until their full redemption, in the second place to amortise the Class B Notes until their full redemption, and in the third place to amortise the Seller Loan until its full redemption.

- (8) Payment of the net amount of the Swap Agreement (if the Swap Counterparty is the only defaulting or affected party).

- (9) Payment of interest accrued and payable by virtue of the Subordinated Loan Agreement.
  - (10) Payment of principal accrued and payable by virtue of the Subordinated Loan Agreement.
  - (11) Any Financial Intermediation Margin to the Seller.
- (iv) **Failure to comply with the obligation to pay interest**

In the event that, on a Payment Date, the Available Funds are not sufficient to pay the interests accrued on the Notes as well as the interests accrued and payable on the Subordinated Loan Agreement, according to the Pre-Enforcement Priority of Payments established above, the amounts that the Noteholders or Subordinated Loan Provider have not received will be added on the following Payment Date to the interest that, if applicable, must be paid on that Payment Date, and will be paid on the following Payment Date on which the Fund has sufficient Available Funds to make such payment, and by order of maturity if it is not possible to pay them in full due to a lack of Available Funds, in accordance with the Pre-Enforcement Priority of Payments.

### **3.4.7.3. Post-Enforcement Priority of Payments**

Post-Enforcement Available Funds shall mean the sum of a) Available Funds and b) any amounts obtain from the liquidation of the remaining Receivables or any other asset that belongs to the Fund, as provided on section 4.4.3 of the Registration Document.

The Management Company shall liquidate the Fund on the Legal Maturity Date or upon the Early Liquidation of the Fund in accordance with section 4.4.3 of the Registration Document, by applying the Post enforcement Available Funds as follows:

- (1) Payment of the duly justified taxes.
- (2) Payment of the Ordinary Expenses and Extraordinary Expenses of the Fund, whether or not paid by the Management Company and duly justified, including the administration fee in favour of the Management Company, and the rest of expenses and service fees (including the Servicer's Fee), as well as, the servicer's fee provided that Santander Consumer is not the Servicer. According to this ranking, Santander Consumer will only be paid, in connection with the servicing of the Receivables, those expenses that it has paid in advance on behalf of the Fund and any amounts that must be returned to the Borrowers; all of them duly justified.
- (3) Payment of the net amount of the Swap Agreement or any amount derived from the early termination of the Swap Agreement, which is payable to the Swap Counterparty (unless the Swap Counterparty is the only defaulting or affected party).
- (4) Payments of interest accrued on Class A Notes.
- (5) Redemption of principal of the Class A Notes.
- (6) Payments of interest accrued on Class B Notes.
- (7) Redemption of principal of the Class B Notes.
- (8) Payments of interest accrued on Class C Notes.
- (9) Redemption of principal of the Class C Notes.
- (10) Payments of interest accrued on Class D Notes.
- (11) Redemption of principal of the Class D Notes.
- (12) Payments of interest accrued on Class E Notes.



- (13) Redemption of principal of the Class E Notes.
- (14) Payments of interest accrued on Class F Notes.
- (15) Redemption of principal of the Class F Notes.
- (16) Payment of the net amount of the Swap Agreement (if the Swap Counterparty is the only defaulting or affected party).
- (17) Payment of interest accrued and payable by virtue of the Subordinated Loan Agreement.
- (18) Payment of principal accrued and payable by virtue of the Subordinated Loan Agreement.
- (19) Any Financial Intermediation Margin to the Seller.

In case of a Regulatory Call, the Post Post-Enforcement Priority of Payments will be the following:

*(Prior items of the Post -Enforcement Priority of Payments remain the same)*

- (8) Payments of interest accrued on the Seller Loan
- (9) Redemption of principal of the Seller Loan
- (10) Payment of the net amount of the Swap Agreement (if the Swap Counterparty is the only defaulting or affected party).
- (11) Payment of interest accrued and payable by virtue of the Subordinated Loan Agreement.
- (12) Payment of principal accrued and payable by virtue of the Subordinated Loan Agreement.
- (13) Any Financial Intermediation Margin to the Seller.

In the event that, on a Payment Date prior to the current Payment Date, any item had not been paid, the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, established in this section will be strictly followed, starting from the oldest item.

#### **3.4.7.4. Expenses of the Fund**

The following is not an exhaustive list, and shall be considered ordinary expenses of the Fund (the "**Ordinary Expenses**"):

- Expenses deriving from compulsory administrative verifications, registrations and authorizations (other than payment of the initial expenses for the incorporation of the Fund and issuance of the Notes), and admission expenses and the ongoing fee payable to EDW,, the SR Repository, INTEX and Bloomberg.
- Expenses relating to the keeping of the accounting records of the Notes, for their admission to trading on organized secondary market, and for the maintenance thereof.
- Expenses deriving from the annual audits of the Fund's financial statements.
- Expenses derived from the Rating Agencies fees for the monitoring and maintenance of the ratings for the Notes.

- Expenses derived from the redemption of the Notes.
- Expenses related to any notices and announcements that, in accordance with the provisions of this Prospectus, must be given to the holders of outstanding Notes.
- The Paying Agent's fees and the Management Company's fees.
- Part of Third Party Verification Agent's fee not paid initially.
- In general, any other expenses borne by the Management Company and derived from its duties relating to the representation and management of the Fund.

The following items are considered as extraordinary expenses (the "**Extraordinary Expenses**"):

- Expenses, if any, derived from the preparation and execution of the amendments to the Deed of Incorporation and the agreements, and the execution of any additional agreements.
- Expenses necessary to enforce the Loans and/or the guarantees or security thereunder and expenses arising from any recovery actions.
- In general, any other extraordinary expenses borne by the Fund or by the Management Company for and on behalf of the Fund.

### **3.4.8. Details of any other agreements affecting the payments of interest and principal made to the Bondholders.**

#### **3.4.8.1. Swap Agreements**

##### **General**

On the Date of Incorporation, the Management Company, on behalf of the Fund, shall enter into the Swap Agreement, in the form of an International Swaps and Derivatives Association 1992 Master Agreement (Multicurrency – Cross Border), together with the relevant Schedule, Credit Support Annex and confirmation hereunder, with the Swap Counterparty with the ratings set out in the Swap Agreement, in order to hedge the potential interest rate exposure of the Fund in relation to its floating rate interest obligations under the Class A Notes and the Class B Notes.

Under the transaction entered into in respect of the Class A Notes (the "**Class A Swap Transaction**"), on each Payment Date the Fund will pay to the Swap Counterparty, a fixed rate equal to 0.1040 per cent. applied to the Notional Amount, and the Swap Counterparty will pay to the Fund the sum (subject to a floor of zero) of (i) a floating rate equal to EURIBOR applicable to the Class A Notes, and (ii) a margin of 0.45%, in respect of the Interest Period immediately preceding such Payment Date, applied to the same Notional Amount.

Under the transaction entered into in respect of the Class B Notes (the "**Class B Swap Transaction**" and, together with the Class A Swap Transaction, the "**Swap Transactions**"), on each Payment Date the Fund will pay to the Swap Counterparty, a fixed rate equal to 0.4610 per cent. applied to the Notional Amount, and the Swap Counterparty will pay to the Fund the sum (subject to a floor of zero) of (i) a floating rate equal to EURIBOR applicable to the Class B Notes and (ii) a margin of 0.85%, in respect of the Interest Period immediately preceding such Payment Date, applied to the same Notional Amount.

For these purposes, “**Notional Amount**” means the aggregate outstanding balance of, in respect of the Class A Swap Transaction, all the Class A Notes and, in respect of the Class B Swap Transaction, all the Class B Notes on the first day (being a floating rate payment date) of each relevant calculation period deducting any amount of principal repaid by the Fund under the Class A Notes or the Class B Notes, as the case may be, on such day.

Each of the Swap Transactions will remain in full force until the earlier of (i) the Legal Maturity Date; and (ii) the date upon which the relevant Notional Amount is reduced to zero, unless it is terminated early by one of the parties thereto in accordance with the terms of the Swap Agreement.

### **Swap Calculation Agent**

Santander will act as Swap Calculation Agent of the Swap Agreement.

### **Collateral**

The Swap Agreement will contain provisions requiring certain remedial action to be taken if a Swap Counterparty Downgrade Event occurs in respect of the Swap Counterparty (or, as relevant, its guarantor). Such provisions may include a requirement that the Swap Counterparty must post collateral; or transfer the Swap Agreement to another entity (or, as relevant its guarantor); or procure that a guarantor meeting the applicable credit rating guarantees its obligations under the Swap Agreement or take other actions in accordance with the Swap Agreements.

Where the Swap Counterparty provides collateral in accordance with the provisions of the Swap Agreement (including the credit support annex thereto), such collateral or interest thereon will not form part of the Interest Available Funds (other than enforcement proceeds from such collateral applied in satisfaction of termination payments due to the Issuer following the designation of an early termination date under the Swap Agreement).

The Swap Counterparty may only post collateral in the form of cash under the credit support annex to the Swap Agreement and any such Swap Collateral Amounts will be credited to the Swap Collateral Account. If the Swap Counterparty does not fulfil its payment obligations under the Swap Agreement, which gives rise to an Event of Default, upon the termination and close-out of the relevant Swap Transaction, any Swap Collateral Amounts which are not returned to the Swap Counterparty pursuant to the Transaction Documents may be used by the Fund to obtain a replacement Swap Agreement or to make payments on the Notes, in accordance with the applicable Priority of Payments. Any excess Swap Collateral Amounts will be paid directly to the Swap Counterparty and not in accordance with the Priority of Payments.

### **Limited Recourse and Non-Petition**

The obligations of the Funds under the Swap Agreement will be limited to the funds that the Fund has available for such purpose in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, provided however that, with specific regard to payments due to the Swap Counterparty in respect of any return of any Swap Collateral Amounts payable to it in accordance with the Swap Agreement, the Fund shall return such collateral to the Swap Counterparty.

### **Early Termination**

The Swap Agreement may be terminated in accordance with its terms, irrespective of whether or not the Class A Notes and the Class B Notes have been paid in full prior to such

termination, upon the occurrence of a number of events (which may include without limitation):

- (i) certain events of bankruptcy, insolvency, receivership or reorganisation of the Swap Counterparty or the Early Liquidation of the Fund;
- (ii) failure on the part of the Fund or the Swap Counterparty to make any payment under the Swap Agreement after taking into account the applicable grace period;
- (iii) changes in law resulting in illegality;
- (iv) amendment of any material terms of the Deed of Incorporation without the prior written approval of the Swap Counterparty such that its obligations are further contractually subordinated to the Fund's obligations to any beneficiary or the interests of the Swap Counterparty are otherwise materially prejudiced by any such amendment;
- (v) amendment of any of the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments without the prior written consent of the Swap Counterparty such that its obligations are further contractually subordinated to or otherwise diluted vis-à-vis the Fund's obligations to any other secured creditor;
- (vi) occurrence of a Swap Counterparty Downgrade Event that is not remedied within the required timeframe pursuant to the Swap Agreement; and
- (vii) any other event as specified in the Swap Agreement.

It will constitute a Subordination Event in accordance with section 4.9.2.1 of Securities Note if a Swap Counterparty Downgrade Event occurs in respect of the Swap Counterparty (or its guarantor, as applicable) and none of the remedies provided for in the Swap Agreement are put in place within the timeframe required thereunder.

If the Swap Agreement is terminated because of an event of default or a termination event specified therein, an early termination payment may be due either to the Fund or the Swap Counterparty depending on market conditions at the time of termination. The amount of any early termination payment will be determined by the method described in the Swap Agreement and could be substantial if market rates or other conditions have changed materially. Any early termination payment payable by the Fund will be payable in accordance with the applicable Priority of Payments.

If the Swap Agreement is terminated prior to repayment in full of the principal of the Class A Notes or the Class B Notes, as the case may be, the Fund will be required to enter into an agreement on similar terms with a new Swap Counterparty. Any upfront payment to any replacement Swap Counterparty under the Swap Agreement payable by the Swap Counterparty will be paid directly to the replacement Swap Counterparty and not in accordance with the Priorities of Payments. Any costs, expenses, fees and taxes (including stamp taxes) arising in respect of any such transfer will be borne by the Swap Counterparty when such transfer is decided by the Swap Counterparty pursuant to Part 5(m) of the Schedule I of the Swap Agreement.

The Fund will endeavour but cannot guarantee to find a replacement Swap Counterparty upon early termination of the Swap Agreement.

#### **Rating Downgrade Provision**

In the understanding that the Notes actually obtain the provisional ratings allocated by the Rating Agencies as described in section 7.3 of the Securities Note, the Swap Counterparty complies with the Swap Required Ratings (i.e. the Initial Fitch Ratings or the Subsequent Fitch Rating, as applicable, and DBRS First Rating Threshold or the DBRS Second Rating Threshold, as applicable), which at the date of registration of this Prospectus and according

with the provisional ratings allocated by the Rating Agencies to the Rated Notes would be, in particular, A- or F1 for Fitch and A for DBRS.

Failure by the Swap Counterparty to maintain the Swap Required Ratings (i.e. the Initial Fitch Ratings or the Subsequent Fitch Rating, as applicable, and DBRS First Rating Threshold or the DBRS Second Rating Threshold, as applicable) would constitute a "Swap Counterparty Downgrade Event" in relation to each of the Rating Agencies that, if not remedied would constitute an Additional Termination Event with the Swap Counterparty being the sole Affected Party.

Upon the occurrence of a Swap Counterparty Downgrade Event in relation to any Rating Agency, the Swap Counterparty must:

- (a) post an amount of collateral as calculated for the relevant Rating Agency in accordance with the provisions of the Credit Support Annex;
- (b) obtain a guarantee from an institution with a credit rating that is acceptable for the relevant Rating Agency;
- (c) assign its rights and obligations under the Swap Agreement to an assignee Swap Counterparty that will have to comply with the requirements of each Rating Agency as stated in the Swap Agreement; or
- (d) take such other action in order to maintain the rating of the Notes, or to restore the rating of the Notes to the level it would have been at immediately prior to such Rating Downgrade event occurred.

### **Governing Law**

The Swap Agreement together with each Swap Transaction thereunder in each case, including any non-contractual obligations arising out of or in relation thereto, are governed by, and will be construed in accordance, with English law.

#### **3.4.8.2. Paying Agent Agreement**

The Management Company, for and on behalf of the Fund, appoints Banco Santander, which undertakes to be the Paying Agent in order to carry out the issue of the Notes.

The obligations assumed by Banco Santander in its condition as Paying Agent include the following:

##### **(i) Disbursement of the issue**

The Paying Agent will pay the Fund, before 15.00 CET on the Disbursement Date and for value date that same day, the subscription price of the Notes paid by the Noteholders in accordance with the provisions of the Management, Placement and Subscription Agreement, by depositing such amounts into the Treasury Account.

##### **(ii) Payments made against the Fund**

On each Payment Date, the Paying Agent will make the payment of any interests and repayment of the principal of the Notes in accordance with the appropriate instructions received from the Management Company and following the Pre-Enforcement Priority of Payments or, where applicable, Post-Enforcement Priority of Payments described in sections 3.4.7.2 and 3.4.7.3 of this Additional Information.

Payments to be made by the Paying Agent on each Payment Date will be made through IBERCLEAR (which will pay to the corresponding participants) at which the Notes are registered, in accordance with the IBERCLEAR's procedures in force regarding this service and following the instructions provided by the Management Company.

If there are no Available Funds in the Treasury Account on a Payment Date, the Paying Agent shall immediately notify this circumstance to the Management Company in order to the Management Company adopts the appropriate measures. The Paying Agent will not make any payments.

**(iii) Obligations in the case of credit rating downgrade**

**DBRS Criteria**

The Management Company, on behalf of the Fund, shall apply the provisions of the Legal Criteria for European Structured Finance Transactions document published by DBRS in September 2018. The Paying Agent must have a minimum rating of at least A according to DBRS Rating.

In the event that the Paying Agent loses the minimum rating required herein, or any of the ratings are withdrawn, the Management Company must, with prior notice to the Rating Agencies and within a maximum period of sixty (60) calendar days from the date on which this situation arises, adopt one of the options described below to allow an appropriate level of guarantee to be maintained with respect to the commitments relating to the Paying Agent:

- (i) obtain similar guarantees or commitments from a credit entity or entities having a DBRS Rating of at least A, so as to guarantee the undertakings assumed by the Paying Agent. In such case, all expenses will be considered Extraordinary Expenses of the Fund.
- (ii) replace the Paying Agent with an entity having a DBRS Rating of at least A, in order for the new entity to assume, under the same conditions, the duties of the affected Paying Agent as established in its respective agreement. In such case, all expenses will be considered Extraordinary Expenses of the Fund.

DBRS Rating for the Paying Agent, will be the higher of the ratings described below (which, in any case, should be of at least A):

- i. a rating one notch below the institution's long-term Critical Obligations Rating (COR) in case the Paying Agent has a COR; or
- ii. DBRS Rating for the long-term senior unsecured debt rating or issuer rating of the Paying Agent.

Likewise, the Paying Agent, at any time, may terminate the Paying Agent Agreement (referring exclusively to the payment agency) by giving at least two (2) months' prior written notice to the Management Company, provided that (i) another entity with similar financial characteristics and with a credit rating of, at least, A according to DBRS Rating, and accepted by the Management Company (acceptance which may not be unreasonably withheld), replaces the Paying Agent as regards the duties undertaken by virtue of Paying Agent Agreement; and (ii) notice is given to the CNMV and the Rating Agencies.

Likewise, the Management Company is entitled to substitute at its sole discretion the Paying Agent, provided that it notifies the Paying Agent in writing at least two (2) months in advance of the envisaged termination date and provided that (i) another entity with similar financial characteristics and with a credit rating of, at least, A according to DBRS Rating, and accepted by the Management Company (acceptance which may not be unreasonably

withheld), replaces the Paying Agent as regards the duties undertaken by virtue of Paying Agent Agreement; and (ii) notice is given to the CNMV and the Rating Agencies.

In the case of replacement due to the resignation of the Paying Agent or removal by the Management Company's decision, any costs resulting from said replacement as well as any fee for the substitute Paying Agent will be considered Extraordinary Expenses of the Fund.

The resignation or removal, as well as the appointment of the substitute paying agent, will be notified by the Management Company to the CNMV and the Rating Agencies, and it must not cause a downgrade of the rating of the Rated Notes by the Rating Agencies.

Neither the resignation of the Paying Agent nor the replacement of the Paying Agent by the Management Company, will have any effect until the appointment of the substitute paying agent takes place.

As consideration for the services to be provided by the Paying Agent, the Management Company, for and on behalf of the Fund, shall pay on each Payment Date a fee agreed under the Paying Agent Agreement following the Pre-Enforcement Priority of Payments or, where applicable, the Post-Enforcement Priority of Payments described in sections 3.4.7.2 and 3.4.7.3 of the Additional Information.

### **3.5. Name, address and significant business activities of the Seller.**

The Seller of the Receivables is Santander Consumer.

The business address of Santander Consumer is: Avenida de Cantabria s/n, 28660 Boadilla del Monte (Madrid), Spain.

Santander Consumer's LEI Code is 549300K0MCEQLLRYS435.

The main financial activities of Santander Consumer are the activities typical to any credit financial institution, in accordance with the specific nature of such entities and as established by laws. In this respect, we could basically highlight the following activities:

- Lending, including consumer credit, mortgage credit and financing of commercial transactions.
- Factoring, with or without recourse, and any complementary activities, such as investigation and classification of customers, accounting registration of debtors and, in general, any other activity intended to favour the administration, evaluation, security and financing of the credits arising from domestic or international trade transactions that are assigned to it.
- Financial leasing, including the following complementary activities:
  - Maintenance and upkeep of the assigned assets.
  - Granting of financing in relation to a present or future financial leasing transaction.
  - Intermediation in and management of financial leasing transactions.
  - Non-financial leasing transactions, which may or may not be accompanied by a purchase option.
  - Commercial reports and advisory services.
- Issuing and administering credit cards.

- Granting of guarantees and security and the formalization of similar commitments.

Santander Consumer as Seller and as Servicer has the relevant expertise as an entity being active in the consumer loans market for over 56 years and as servicer of consumer receivables securitisation for over 17 years.

The table below shows individual financial information on Santander Consumer referred to the year ended at 31 December 2017 and 2018 (audited). The information has been prepared in accordance with the International Financial Reporting Standards applicable to it under Regulation (EC) 1606/2002 and Bank of Spain Circular 4/2004, as currently worded.



<b>ASSETS (ACTIVO)</b>	31 December 2017 (thousands of euros) (C)	31 December 2018 (thousands of euros) (B)	Δ% (B-C)/C	30 June 2019 (thousands of euros)
Cash, cash balances at Central Banks and other deposits on demand ( <i>Caja y depósitos en Bancos Centrales</i> )	16	7	-56.25	2
Financial assets held for trading ( <i>Cartera de negociación</i> )	0	0		0
Debt instruments ( <i>Inversiones crediticias</i> )	5,849,511	6,132,006	4.83	6,471,743
Adjustments to financial assets for macro-hedgings ( <i>Ajustes a activos financieros por macro-coberturas</i> )	572	783	36.89	1,401
Hedging derivatives ( <i>Derivados de cobertura</i> )	0	0		0
Non-current assets held for sale ( <i>Activos no corrientes en venta</i> )	287	374	30.31	197
Equity instruments ( <i>Participaciones</i> )	53,869	53,868	0	53,869
Tangible assets ( <i>Activo material</i> )	1,477	2,087	41.30	1,969
Intangible assets ( <i>Activo intangible</i> )	10,982	12,929	17.73	13,097
Tax assets ( <i>Activos fiscales</i> )	122,963	109,618	-10.85	108,362
Other assets ( <i>Resto de activos</i> )	4,202	5,249	24.92	8,885
<b>TOTAL ASSETS (TOTAL ACTIVO)</b>	<b>6,043,879</b>	<b>6,316,921</b>	<b>4.52%</b>	<b>6,659,525</b>

<b>LIABILITIES AND EQUITY (PASIVO Y PATRIMONIO NETO)</b>	31 December 2017 (thousands of euros) (C)	31 December 2018 (thousands of euros) (B)	Δ% (B-C)/C	30 June 2019 (thousands of euros)
Financial liabilities held for trading ( <i>Cartera de negociación</i> )	0	0		0
Financial liabilities at amortised cost ( <i>Pasivos financieros a coste amortizado</i> )	5,295,062	5,672,829	7.13	5,962,987
Adjustments to financial liabilities for macro-hedgings ( <i>Ajustes a pasivos financieros por macro-coberturas</i> )	0	0		0
Hedging derivatives ( <i>Derivados de cobertura</i> )	636	778	22.33	1,353
Provisions ( <i>Provisiones</i> )	71,415	65,037	-8.93	55,639
Tax liabilities ( <i>Pasivos fiscales</i> )	3,695	7,065	91.20	20,086
Other liabilities ( <i>Resto de pasivos</i> )	44,870	48,671	8.47	47,244
<b>TOTAL LIABILITIES (TOTAL PASIVO)</b>	<b>5,415,678</b>	<b>5,794,380</b>	<b>6.99</b>	<b>6,087,309</b>
Shareholders' equity ( <i>Fondos propios</i> )	630,766	525,280	-16.72	575,122
Adjustments to valuation ( <i>Ajustes por valoración</i> )	-2,565	-2,739	6.78	-2,906
<b>TOTAL EQUITY (TOTAL PATRIMONIO NETO)</b>	<b>628,201</b>	<b>522,541</b>	<b>-16.82</b>	<b>572,216</b>
<b>TOTAL LIABILITIES AND EQUITY (TOTAL PASIVO Y PATRIMONIO NETO)</b>	<b>6,043,879</b>	<b>6,316,921</b>	<b>4.52</b>	<b>6,659,525</b>

<b>INCOME STATEMENT (CUENTA DE PÉRDIDAS Y GANANCIAS)</b>	31 December 2017 (thousands of euros) (C)	31 December 2018 (thousands of euros) (B)	Δ% (B-C)/C	30 June 2019 (thousands of euros)
Interest income ( <i>Intereses y rendimiento asimilados</i> )	255,256	279,266	9.41	142,892
Interest expense ( <i>Intereses y cargas asimiladas</i> )	-48,914	-44,796	-8.42	-21,300
<b>INTEREST INCOME / (CHARGES) (MARGEN DE INTERESES)</b>	<b>206,342</b>	<b>234,470</b>	<b>13.63</b>	<b>121,592</b>
Income from equity instruments ( <i>Rendimientos de instrumentos de capital</i> )	1,941	2,742	41.27	3,592
Commission income ( <i>Comisiones percibidas</i> )	72,155	82,380	14.17	43,511
Commission expense ( <i>Comisiones pagadas</i> )	-27,454	-38,216	39.20	-19,503
Gain or losses on financial assets and liabilities, (net) ( <i>Resultados de operaciones financieras (neto)</i> )	-19	17	-189.47	45
Exchange differences (net) ( <i>Diferencias de cambio (neto)</i> )	0	0		0
Other operating income ( <i>Otros productos de explotación</i> )	3,931	3,859	-1.83	1,671
Other operating expenses ( <i>Otras cargas de explotación</i> )	-3,148	-3,794	20.52%	-1,845
<b>TOTAL INCOME (MARGEN BRUTO)</b>	<b>253,748</b>	<b>281,458</b>	<b>10.92</b>	<b>149,063</b>
Administrative expenses ( <i>Gastos de administración</i> )	-97,142	-104,578	7.65	-50,091
Depreciation and amortization cost ( <i>Amortización</i> )	-4,535	-4,396	-3.07	-2,444
Provisions or reversal of provisions (net) ( <i>Dotaciones a provisiones (neto)</i> )	-8,202	-4,265	-48.00	7,039
Impairment loss on financial assets (net) ( <i>Pérdidas por deterioro de activos financieros (neto)</i> )	27,013	-39,401	-245.86	-33,469
<b>OPERATING INCOME BEFORE TAX (RESULTADO DE LA ACTIVIDAD DE EXPLOTACIÓN)</b>	<b>170,882</b>	<b>128,818</b>	<b>-24.62</b>	<b>70,098</b>
Impairment loss on non-financial assets (net) ( <i>Pérdidas por deterioro del resto de activos (neto)</i> )	0	0		0
Non-current assets held for sale not classified as discontinued operations ( <i>Activos no corrientes en venta no clasificados como operaciones interrumpidas</i> )	-2,690	-1,525	-43.31	-436
<b>INCOME BEFORE TAX (RESULTADO ANTES DE IMPUESTOS)</b>	<b>168,192</b>	<b>127,293</b>	<b>-24.32</b>	<b>69,662</b>
Income tax ( <i>Impuesto sobre beneficios</i> )	-55,475	-37,745	-31.96	-19,821
<b>PROFIT FOR THE YEAR (RESULTADO DEL EJERCICIO)</b>	<b>112,717</b>	<b>89,548</b>	<b>-20.56</b>	<b>49,841</b>

<b>SANTANDER CONSUMER, E.F.C., S.A.</b>	<b>31/12/2017 (C)</b>	<b>31/12/2018 (B)</b>	<b>Δ% (B-C)/C</b>	<b>30/06/2019</b>
Dividends yield (miles de euros)	1,941	2,742	41.27	3,592
<b>CAPITAL RATIO*</b>				
CET1	14.85%	14.23%	-4.18	13.95%
Regulatory CET1 Ratio (includes capital conservation buffer)**	7.00%	7.00%	-	7.00%
Capital Total	15.07%	14.26%	-5.37	13.96%
Regulatory Solvency Ratio (includes capital conservation buffer)***	10.50%	10.50%	-	10.50%
<b>ADDITIONAL INFORMATION</b>				
Number of employees	563	552	-1.95	551
Number of branches	60	55	-1,95	48

Attributed profit includes distributed dividends

Own funds include retained earnings

ROA is calculated considering profit before taxes

\* Capital Ratios are calculated according to Regulation 575/2013 (CRD IV/CRR framework)

\*\* Regulatory CET1 Ratio according to article 92.1.a) Regulation 575/2013. Minimum CET1 Ratio includes capital conservation buffer stated in article 129 Directive 2013/36/UE

\*\*\* Regulatory Solvency Ratio according to article 92.1.a) Regulation 575/2013. Minimum Solvency Ratio includes capital conservation buffer stated in article 129 Directive 2013/36/UE

### **3.6. Return on, and/or repayment of the securities linked to the performance or credit of other assets or underlying which are not assets of the issuer**

Not applicable.

### **3.7. Management, administration and representation of the Fund and of the Noteholders**

#### **3.7.1. Servicer**

The Management Company shall be responsible for the servicing and management of the Loans in accordance with article 26.1 b) of Law 5/2015. Notwithstanding, it shall be entitled to subdelegate such duties to third parties in accordance with article 30.4 of Law 5/2015, which shall not affect its responsibility. In this respect, the Management Company shall appoint Santander Consumer, as Seller of the Receivables, in the Deed of Incorporation to perform the servicing and management of the Loans. The relationship between Santander Consumer and the Fund will be governed by the provisions of the Deed of Incorporation.

Santander Consumer will accept the mandate received from the Management Company to act as servicer of the Loans (the "**Servicer**") and, by virtue of such mandate, undertakes as follows:

- (i) to carry out the administration and management of the Receivables acquired by the Fund as established by the ordinary rules and procedures of administration and management set out in the Deed of Incorporation;
- (ii) to continue to administer the Loans, dedicating the same time and attention and the same level of expertise, care and diligence in its administration as it would dedicate and exercise in the administration of its own loans. In any case, it will exercise an

appropriate level of expertise, care and diligence as regards the provision of the services stipulated in this Additional Information as and in the Deed of Incorporation;

- (iii) to apply and continue to apply procedures for the administration and management of the Loans that are, and will continue to be, in accordance with applicable laws and legal provisions;
- (iv) to faithfully comply with the instructions given by the Management Company;
- (v) to carry out all actions required to maintain in full force the licenses, approvals, authorisations and consents that might be necessary or appropriate in relation to the performance of its services;
- (vi) to have available the equipment and personnel sufficient to carry out all its obligations; and
- (vii) to compensate the Fund for the damages that may derive from failure to comply with the obligations assumed.

A brief description of the ordinary rules and procedures of administration and custody of the Loans governed by the Deed of Incorporation of the Fund is set forth in the following sections.

#### **3.7.1.1. Term and replacement of the Servicer**

The services will be provided by Santander Consumer until all obligations assumed by Santander Consumer in relation to such Loans are extinguished upon full repayment of the Loans, without prejudice to the possible early revocation of its mandate.

In the case of an Event of Replacement of the Servicer, the Management Company, with prior notice to the Rating Agencies, may take one of the following actions:

- (i) replace the Servicer with another entity that, in the opinion of the Management Company, has the suitable legal and technical capacity, provided that the rating of the Rated Notes is not adversely affected;
- (ii) require the Servicer to subcontract, delegate or have the performance of such obligations guaranteed by another entity that, in the opinion of the Management Company, has the suitable legal and technical capacity, provided that the rating of the Rated Notes is not adversely affected.

In the case of an Insolvency Event occurs in respect of the Servicer, the only possible action will be (i) above. In accordance with Insolvency Law, the Fund, by acting through the Management Company, will have a right of separation in respect of the assigned Receivables, pursuant to articles 80 and 81 of the said Insolvency Law. This right of separation will not necessarily extend to the money received by the Seller, in its capacity as Servicer, and kept by the latter on behalf of the Fund prior to its deposit to the account of the Fund, since, given its fungible nature, it could be subject to the result of the insolvency proceedings according to the majority interpretation of article 80 of the Insolvency Law.

For the purposes of replacing the Servicer, SCF, in its capacity of Back-Up Servicer Facilitator, will undertake under a public document, if so required by the Management Company, to perform the duties of searching for a new servicer so that within sixty (60) days such new Servicer can replace Santander Consumer as the Servicer.

Without prejudice to this obligation of SCF, the Management Company will take into account the proposals made by the Servicer both in connection with the subcontracting, delegation or appointment of the new Servicer for the fulfilment of its obligations, and in connection with the entity that could guarantee the fulfilment of such obligations.

Notwithstanding the foregoing, the final decision as regards the appointment of the new Servicer and any of the aforementioned actions will correspond to the Management Company, acting in the name and on behalf of the Fund.

In case an Event of Replacement of the Servicer, the Servicer makes the following undertakings to the Management Company:

- To make available upon the Management Company's request a record of the personal data of Borrowers necessary to issue collection orders to Borrowers or to have served on Borrowers the notice referred to below (the "**Personal Data Record**" or "**PDR**").

The communication and use of such data shall be limited and in any event subject to compliance with the Organic Law 3/2018, of 5 December, on Personal Data Protection and guarantee of digital rights or law replacing, amending or implementing the same (the "**Data Protection Law**"), and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "**General Data Protection Regulation**").

- Upon the Management Company request, to deposit the PDR before a public notary in order that it may be searched or used in due course by the Management Company in case of need in connection with the Loan servicing functions.
- To assist the Management Company and the Back-Up Servicer Facilitator using all reasonable efforts in the substitution process and, as the case may be, notify the Borrowers and the insurance companies.
- soon as reasonably practicable, deliver and make available to the Management Company (or any person appointed by it) the files delivered to it by the Seller (if different from the Servicer), copies of all records (including, without limitation, computer records and books of records), correspondence, and documents in its possession or under its control relating to the relevant Receivables assigned to the Fund and any sums and other assets, if any, then held by the Servicer on behalf of the Management Company;
- To do such things and execute such contracts as shall require the Servicer's involvement in order for functions to be effectively transferred to the new Servicer.

The Servicer may, in turn, voluntarily decide not to administer and manage the Receivables, if permitted by laws in force from time to time, and provided that (i) it is authorized by the Management Company, (ii) the Management Company has appointed a new Servicer which has effectively accepted to start carrying out its duties, (iii) the Servicer has indemnified the Fund for any damages caused to the Fund by the resignation and replacement (including any additional cost, will not be charged to the Fund), and (iv) the rating of the Notes is not adversely affected.

The assignment of the Receivables to the Fund will not be notified to the Borrowers except if required by law.

Notwithstanding the above, in the event of insolvency, liquidation or substitution of the Servicer or because the Management Company deems this reasonably justified, the Management Company may demand the Servicer to notify the Borrowers and the insurance companies of the transfer to the Fund of the Loans then outstanding, and that Loan payments will only be effective as a discharge if made into the Treasury Account opened in

the name of the Fund. However, both in the event of the Servicer failing to notify the Borrowers and the insurance companies within three (3) Business Days of receiving the request and in the event of insolvency or liquidation of the Servicer, the Management Company itself notify the Borrowers and the insurance companies directly or, as the case may be, through a new servicer it shall have designated.

**3.7.1.2. Custody of agreement, deeds, documents and files**

The Servicer will keep all the agreements, copies of instruments, documents and computer files on the Loans in safe custody and will not abandon the possession, custody or control thereof without the prior written consent of the Management Company for such purpose, unless the document is requested in order to commence proceedings for the enforcement of a Loan.

The Servicer will at all times reasonably provide the Management Company or the duly authorised auditor of the Fund with access to such agreements, instruments, documents and records. If the Management Company so requests, the Servicer will also provide a free-of-charge copy or photocopy of any of such agreements, instruments and documents within five (5) Business Days following such request. The Servicer must act in the same way in the case of requests for information from the auditor of the Fund.

In any case, the Servicer waives the privileges which the law confers thereon in its condition as manager of collections for the Fund and of the custody of the Loan agreements, and particularly those established in articles 1,730 and 1,780 of the Civil Code (regarding the retention of pledged items) and 276 of the Spanish Commercial Code (security similar to the retention of pledged items).

**3.7.1.3. Collection management**

Santander Consumer, as the Servicer, will receive on account of the Fund such amounts as are paid by the Borrowers arising out of the Receivables, both for principal or interest, as well as any other concept, and will proceed to deposit into the Treasury Account, the amounts which pertain to the Fund, immediately and in any case within two (2) Business Days following the receipt of funds.

**3.7.1.4. Advance of funds**

In no event will Santander Consumer advance any amount that has not been previously received from the Borrowers as principal or an outstanding instalment, interest or financial charge, prepayment or other item arising from the Loan.

**3.7.1.5. Information**

The Servicer must periodically inform the Management Company and the Rating Agencies of the Borrowers' level of compliance with their obligations deriving from the Loans, of the compliance by the Servicer with its obligation to deposit the amounts received from the Loans, of the actions taken in the event of delay, and of the existence of hidden defects in the Loans.

The Servicer must prepare and deliver to the Management Company the additional information that the Management Company may reasonably request regarding the Loans or the rights deriving therefrom.

In particular, the Servicer shall provide in a timely manner to the Originator, as Reporting Entity, any reports, data and other information in the correct format to fulfil the reporting requirements of article 7 of the Securitisation Regulation (including, inter alia, the information, if available, related to the environmental performance of the Vehicles).

### **3.7.1.6. Subrogation of the Borrower to the Loans**

The Servicer will be authorised to permit subrogations to the position of the Borrower in the Loan agreements only in those cases in which the new Borrower has similar features in respect of risk profile and others to those of the previous Borrower and such features conform to the Loan assignment standards described in section 2.2.7 of this Additional Information, and provided that the expenses deriving from such subrogation are paid in full by the new Borrower (unless otherwise provided by law). The Management Company may totally or partially limit this authority of the Servicer, or subject the power to conditions, if such subrogations may negatively affect the ratings of the Rated Notes given by the Rating Agencies.

The Management Company must in any case be immediately notified of any subrogation by the Servicer in accordance with the preceding paragraph. The subrogation of the Loan must not adversely or otherwise negatively affect the Loan portfolio.

### **3.7.1.7. Powers and actions in relation to Loan forbearance processes**

The Management Company generally authorises the Servicer to carry out the refinancing or restructuring of the Loans provided for in Bank of Spain Circular 04/2016 of 27 April, amending Circular 4/2004 of 22 December, to credit institutions, on public financial reporting standards and reserved and models of financial statements, and Circular 1/2013, of May 24, on the Central of Information of Risks, in the terms and conditions described below and always provided that such actions do not reduce the rank, legal effectiveness or economic value of the Loans; notwithstanding the foregoing, the Servicer will deal with the requests made by the Borrowers with the same diligence and procedure as if dealing with other loans held in its balance sheet or otherwise administered by the Servicer.

Refinancing or restructuring of the Loans will be only formalized under a deed granted before a Public Notary if the following requirements are fulfilled:

- Transactions previously formalised as such (originally).
- Transactions the holder of which has any financial records in ASNEF, communicated by any entities other than Santander Consumer.
- Refinancing or restructuring processes of transactions relating to the Automotive sector with an outstanding risk equal to or higher than € 18,000.
- Refinancing or restructuring processes of groups of products with a total outstanding risk equal to or higher than € 24,000.

The Management Company authorises Santander Consumer to restructure the interest rate on loans when requested to do so by a Borrower. Any such forbearance must comply with the following requirements:

- That the interest rate applied to such Loan is not lower than 5.00%.
- That the weighted average rate of the Loans resulting from the refinancing or restructuring is not lower than 7.00%.

The term of maturity for a specific Loan may be restructured provided that the following requirements are met:

- In any case, the term between principal repayments of the Loan will be maintained or reduced, and the same repayment schedule will be maintained.

- The new final maturity date or last repayment date of the Loan will be, at the latest, 20 December 2032.

Only the interest rate on loans when requested to do so by a Borrower and the term of maturity for a specific Loan may be restructured if the relevant requirements are met and within the specified limits. The amount of the principal of the Loans assigned to the Fund in respect of which the interest rate or the term of maturity is restructured may not exceed 10% of the Outstanding Balance of the Initial Receivables on the Date of Incorporation.

For these purposes, the Servicer may not carry out refinancing or restructuring referred to in the previous paragraphs until the proceedings that preclude such actions that may involve any damage over the guarantee are determined.

In any event, after any refinancing or restructuring takes place in accordance with the provisions of this section, the Servicer will immediately inform the Management Company of the terms and conditions resulting from each refinancing or restructuring.

The Management Company, on behalf of the Fund, may, at any time, suspend or amend the authorisation and requirements for forbearance by the Servicer set forth in this section.

Notwithstanding the foregoing, and if Borrowers are legal person, it is necessary to bear in mind that pursuant to the provisions of the Royal Decree-Law 4/2014, of 7th March, adopting urgent measures in the field of business debt refinancing and restructuring, the fourth Additional Provision of the Insolvency Law is amended. As a result of such amendment, the court may order the judicial endorsement of the refinancing or restructuring agreement which may have the following effects on the Loans in accordance with the majorities of the financial liabilities that have approved the refinancing: (i) extension, whether of the principal, interest or any other amount owed for a period of five years or more, but in no case exceeding ten; (ii) debt relief; (iii) conversion of the debt into shares or interests in 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' property or rights in lieu of payment of all or part of the debt.

#### **3.7.1.8. Exceptional expenses**

On the other hand, Santander Consumer, on each Payment Date, will be entitled to the reimbursement of all exceptional expenses incurred, excluding the extrajudicial, once that they have been previously justified to the Management Company, in relation to the management of the Receivables. Such expenses, including, among others, those derived from the enforcement of guarantees, will be paid in accordance with in respect of the Pre-Enforcement Priority of Payments and the Post-Enforcement Priority of Payments set forth in sections 3.4.7.2 and 3.4.7.3 of this Additional Information, respectively.

#### **3.7.1.9. Set-off**

In the exceptional event that, despite the representation given in section 2.2.8 (ii) (33) of this Additional Information, any of the Borrowers on the Loans has a liquid, due and payable credit right against the Servicer, with the result that one or more of the Loans are set off against such right, the Servicer will remedy this circumstance such that the set-off does not apply, or if it is not possible to remedy it, the Servicer will deposit in the appropriate account with the Fund the amount which was set off plus the interest due from the date of set-off until the date on which the deposit is made, calculated in accordance with the terms and conditions applicable to the corresponding Loan.

#### **3.7.1.10. Subcontracting**



The Servicer may subcontract any of the services which it has undertaken to provide by virtue of the above provisions and those of the Deed of Incorporation, except for those services that cannot be delegated pursuant to applicable law. In no case will such subcontracting entail any additional cost or expense for the Fund or the Management Company, and it must not cause a downgrade of the rating of the Rated Notes by the Rating Agencies. Notwithstanding any subcontracting or delegation, (i) the Management Company shall not be excused or released under the subcontract or subdelegation from any of the liabilities assumed under article 26.1.b) of Law 5/2015, and (ii) the Servicer will not be discharged or released through such subcontracting or delegation from any of the liabilities assumed and that are legally attributable to or enforceable against the Servicer.

**3.7.1.11. Liability of the Servicer and indemnity**

Santander Consumer undertakes to act with due diligence as regards the collection management for the Loans as well as the custody and administration of the Loans and will be liable to the Fund, through its Management Company, for any damage that arise from its negligence.

Santander Consumer will indemnify the Fund, through its Management Company, for any damage, loss or expense it may incur due to the failure to comply with its obligations concerning collection management and/or custody and/or administration of the Loans.

Santander Consumer does not assume liability in any form as regards directly or indirectly guaranteeing the success of the transaction, nor will it provide security or enter into agreements for the repurchase of the Receivables other than in accordance with the terms and conditions set forth in section 2.2.8 of this Additional Information.

Neither the Noteholders nor any other credit of the Fund shall have any direct right of action whatsoever against the Servicer. Notwithstanding the foregoing, under article 26.1.b) and 26.2 of Law 5/2015, the Management Company shall be liable to the Noteholders and other creditors of the Fund for all and any losses caused them by a breach of its obligation to service and manage the Receivables pooled in the Fund.

**3.7.1.12. Notices**

The Management Company and the Seller have agreed to not notify the assignment to the respective Borrowers except when required by law that as of the Date of Incorporation of the Fund, involves the Borrowers of the Autonomous Communities of Valencia and Castilla-La Mancha, according to, respectively (i) Law 6/2019, of March 15, of the Generalitat, amending Law 1/2011, of March 22, approving the Statute of consumers and users of the Valencian Community, in guarantee of the right of consumer information on mortgage securitisation and other credits and certain business practices, and to the extent required (ii) by Law 3/2019, of March 22, approving the Statute of consumers in Castilla La Mancha. For these purposes, notice is not a requirement for the validity of the assignment of the Loans.

Notwithstanding the foregoing, in the event of insolvency or indications thereof, liquidation or replacement of the Servicer or because the Management Company considers it to be reasonably justified, the Management Company may request the Servicer to notify the Borrowers and, when applicable, the guarantors, of the transfer of the outstanding Loans to the Fund, as well as of the fact that the payments deriving therefrom will only acts as a release if they are made into the Treasury Account opened in the name of the Fund. However, both in the case that the Servicer has not notified the Borrowers within three (3) Business Days following receipt of the request, and in the case of insolvency of the Servicer, the Management Company itself, either directly or through a new servicer designated thereby, will notify the Borrower and any respective guarantors thereof.

Accordingly, the Seller will grant to the Management Company the broadest powers as are necessary under law so that it may, in the name of the Fund, notify the Borrowers of the assignment at the time it deems appropriate.

The Seller will assume the expenses incurred in notifying the Borrowers, even if notification is provided by the Management Company.

**3.7.1.13. Servicer's remuneration**

As consideration for being in charge of the custody, administration and management of the Loans, the Servicer shall have the right to receive in arrears on each Payment Date an administration fee (the "**Servicer's Fee**"), including VAT, if there is no exemption available, equal to 0.125% per annum which will accrue for the actual days in each Interest Accrual Period, and will be calculated on the basis of the sum of the Outstanding Balance of the Notes. Any extraordinary expenses that the Servicer might incur are included in the Servicer's Fee.

If the Fund, through its Management Company, does not pay the entire Servicer's Fee on a Payment Date due to the lack of sufficient liquidity in accordance with the Pre-Enforcement Priority of Payments, any unpaid amounts shall be added –without any kind of penalty– to the fee to be paid on the following Payment Date.

On the other hand, the Servicer, on each Payment Date, shall be entitled to the reimbursement of all exceptional expenses incurred in connection with the administration of the Receivables, subject to their justification to the Management Company. Such expenses shall include, among others, those arising from the execution of guarantees, and they shall be paid provided that the Fund has sufficient liquidity in accordance with the Pre-Enforcement Priority of Payments.

**3.7.2. Management Company.**

**3.7.2.1. Management, administration and representation of the Fund and of the Noteholders**

The administration and legal representation of the Fund will correspond to the Management Company, in the terms provided in article 26 of the Law 5/2015 and other applicable law, as well as in the terms of the Deed of Incorporation and this Prospectus.

The name, address and significant activities of the Management Company which are detailed in section 6 of the Registration Document.

The Management Company is also responsible for representing and defending the interests of the Noteholders and of the other creditors of the Fund. Accordingly, the Management Company must at all times take into account the interests of the Noteholders, acting in the defence thereof and adhering to applicable law and regulations for such purpose.

The Management Company must perform its activities with the utmost diligence required thereof in accordance with Law 5/2015, representing the Fund and defending the interests of the Noteholders and of the Other Creditors of the Fund as if handling its own interests, caring for the levels of diligence, reporting and defence of the interests of the former and avoiding situations involving conflicts of interest, and giving priority to the interests of the Noteholders and the Other Creditors of the Fund over its own.

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

- (i) sums payable to each Noteholder in respect of the Fund's obligations to such Noteholder shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such Noteholder and (b) the aggregate amounts of the Available Funds, net of any sums which are payable to other persons in priority to or *pari passu* with such Noteholder in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set forth in section 3.4.7 of the Additional Information;
- (ii) on the Legal Maturity Date following final distribution of the Available Funds, the Noteholders shall have no further claim against the Fund in respect of any unpaid amounts and such unpaid amounts shall be discharged in full;
- (iii) none of the Management Company, the Arranger, the Lead Manager or any other Transaction Parties shall be responsible for any of the Fund's liabilities;
- (iv) in particular, the Noteholders shall not have any right of action against the Management Company other than by reason of non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation and the applicable laws and regulations; and
- (v) no meeting of creditors (*junta de acreedores*) will be established.

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

The Management Company will be liable to the Noteholders and other creditors of the Fund for all damages caused thereto by a breach of its obligations. It will be liable for the penalties applicable thereto pursuant to the provisions of Law 5/2015.

The Management Company has the necessary resources, including suitable technology information systems, to discharge its duties of administering the Fund as attributed thereto by Law 5/2015.

In accordance with article 29.1.j) of the Law 5/2015, the Management Company has adhered to the Santander Group's General Code of Conduct, which can be viewed on its website

[http://www.santander.com/csgs/Satellite/CFWCSancomQP01/es\\_ES/Corporativo/Accionista-s-e-Inversores/Gobierno-corporativo/Codigos-de-conducta.html](http://www.santander.com/csgs/Satellite/CFWCSancomQP01/es_ES/Corporativo/Accionista-s-e-Inversores/Gobierno-corporativo/Codigos-de-conducta.html).

For the purposes of article 5 of the Securities Market Act, SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is part of the Santander Group.

### **3.7.2.2. Administration and representation of the Fund**

The Management Company's obligations and actions in the fulfilment of its duties to manage and act as the authorised representative of the Fund, for illustrative purposes only and without prejudice to any other obligations and actions provided in this Prospectus, are the following:

- (i) to open the Treasury Account and the Principal Account, in the name of the Fund, initially with SCF;

- (ii) to exercise the rights attaching to ownership of the Receivables of the Fund, and generally carry out any such acts of administration and disposal as may be necessary for the proper performance of the administration and legal representation of the Fund;
- (iii) to carry out the financial servicing of the Receivables with due diligence and rigour, without prejudice to the management duties assumed by the Seller in its capacity as Servicer, in accordance with the provisions of section 3.7.1 above;
- (iv) to verify that the amounts effectively received by the Fund correspond to the amounts that the Fund must receive in accordance with the conditions of each Receivable and the conditions of the various contracts;
- (v) to validate and control the information that it receives from the Servicer in connection with the Loans, as regards collections of ordinary payments, prepayments of principal, payments of unpaid instalments, and status and control of non-payments;
- (vi) to calculate the Available Funds and the movements of funds it will have to make once they have been applied in accordance with the Pre- Enforcement Priority of Payments or the Post- Enforcement Priority of Payment, as applicable, ordering transfers of funds between the various assets and liability accounts and making the applicable payment instructions, including those allocated to pay the financial servicing of the Notes;
- (vii) to calculate and settle the amounts for interest and fees, it must be received and paid through the various financial credit and debit accounts, as well as the fees to be paid for the various financial services arranged and the amounts pertaining to the Notes for the repayment of principal and for interest;
- (viii) in the event that, at any time during the life of the Notes, the ratings assigned by the Rating Agencies to Banco Santander's debt are downgraded as regards the capacity of Banco Santander as Paying Agent, to carry out the actions described in section 3.4.8.2 of this Additional Information;
- (ix) to comply with its calculation obligations established in this Additional Information, in the Subordinated Loan Agreement and in the Reinvestment Agreement, which are described in sections 3.4.4.1 and 3.4.5.1 of this Additional Information. If the Management Company does not receive the information required to comply with such calculation obligations in order to determine the Available Funds before the following Payment Date, these will be determined as the amounts deposited in the Treasury Account on the Determination Date preceding the Payment Date, by carrying out the necessary estimates in order to calculate the amounts to be collected;
- (x) to closely supervise the actions of the Servicer for the recovery of non-payments, by giving instructions, when applicable, in order to bring any enforcement proceedings. To carry out the corresponding actions that might be required according to the circumstances;
- (xi) to keep the accounting books of the Fund with due separation from those of the Management Company, to render accounts and to comply with the tax or any other legal obligations that might correspond to the Fund;
- (xii) to provide the holders of the Notes issued against the Fund, the CNMV and the Rating Agencies with such information and notices as are required by the applicable legal provisions and, in particular, those specified in this Prospectus;
- (xiii) to enter into, extend or amend the agreements it has executed on behalf of the Fund, replace each of the providers of services for the Fund by virtue of such agreements and also, if necessary, enter into additional agreements; all of the foregoing subject to applicable law, after obtaining the prior authorisation, if

required, from the CNMV or the competent governmental body, and after notifying the Rating Agencies, and provided that such actions do not lead to a decrease in the rating of the Notes and do not impair the interests of the Noteholders. Any amendment to the Deed of Incorporation will be made pursuant to the provisions of article 24 of the Law 5/2015;

- (xiv) to appoint and replace, if applicable, the financial auditor charged with auditing the annual financial statements of the Fund;
- (xv) to prepare and submit to the CNMV and the competent bodies all documents and information that must be submitted pursuant to applicable legal provisions and the terms of this Prospectus, or when so requested by the CNMV and other competent bodies, and prepare and submit to the Rating Agencies any information they may reasonably request;
- (xvi) to make appropriate decisions in relation to the liquidation of the Fund, including the decision for the early redemption of the Notes and liquidation of the Fund, in accordance with the provisions of this Prospectus;
- (xvii) not take actions that could decrease the rating of the Notes, and procure the adoption of those measures which are reasonably within its reach in order for the rating on the Notes not to be adversely affected at any time; and
- (xviii) to manage the Fund in such a manner that its net asset value is always zero.

### **3.7.2.3. Resignation and replacement of the Management Company**

The Management Company will be replaced in the administration and representation of the Fund in accordance with the provisions of articles 27, 32 and 33 of Law 5/2015.

#### *Resignation*

In accordance with article 32 of Law 5/2015, the Management Company may resign from its duties of management and representation of all or part of the funds managed whenever it deems appropriate, subject to the authorization of the CNMV in accordance with the procedure and on the terms which may be established by way of subsequent implementing regulations.

The Management Company may in no event resign its duties until and unless all requirements and formalities have been complied with in order for the entity replacing it to take over its duties. The substitution expenses originated shall be borne by the resigning management company and may in no event be passed on to the Fund.

All expenses arising from such replacement must be paid by the Management Company itself, and may not in any event be attributed to the Fund.

#### *Forced replacement*

The Management Company will be replaced if it is subject to any of the grounds for dissolution under articles 360 et seq. of the Capital Companies Act. The Management Company must notify the CNMV of the occurrence of any of such grounds. In such case, the Management Company must comply with the provisions of the previous section prior to its dissolution.

If the Management Company is declared insolvent or its authorisation revoked, in accordance with articles 33 and 27 of Law 5/2015, respectively, a management company must be appointed to replace it. The replacement must become effective within four (4) months of the date of occurrence of the event causing the replacement. If the Management Company has not appointed a new management company within four (4) months of the

event causing the replacement, there will be an Early Liquidation of the Fund and redemption of the Notes, requiring the actions contemplated in section 4.4.5 of the Registration Document.

The replacement of the Management Company and appointment of the new management company, approved by the CNMV in accordance with the provisions of the above paragraphs, will be reported to the Rating Agencies and will be published within a period of fifteen (15) days by means of an announcement in two nationally-circulated newspapers and in the bulletin of the AIAF.

The Management Company undertakes to execute any public or private documents needed to proceed with the replacement thereof by another management company in accordance with the procedure explained in the preceding paragraphs of this section. The replacement management company must subrogate to the rights and obligations of the Management Company as established in this Additional Building Block. Furthermore, the Management Company must deliver to the new management company any documents and accounting and database records relating to the Fund that are in its possession.

#### **3.7.2.4. Subcontracting of the Management Company**

Pursuant to the provisions of the Prospectus, the Management Company will be entitled to subcontract or delegate the provision of any of the services to be performed in its duties of administration and legal representation of the Fund to reputable third parties, provided that the subcontractor or delegate waives any actions against the Fund for liability.

In any case, the subcontracting or delegation of any service (i) cannot involve any additional cost or expense for the Fund, (ii) must be lawful, (iii) must not cause a decrease in the rating of the Notes by the Rating Agencies, and (iv) must be communicated to the CNMV, and if legally required must have the prior approval thereof. Such subcontracting or delegation will not be a waiver of or release the Management Company from any of the liabilities assumed by virtue of this Prospectus that are legally attributable thereto or that may be enforced against it.

#### **3.7.2.5. Management Company's remuneration for the performance of its duties**

In consideration of the functions to be discharged by the Management Company, the Fund will pay the Management Company a servicing fee consisting of:

(i) an initial fee of FIFTY THOUSAND EUROS (€50,000) which shall accrue upon the Fund being incorporated and be payable on the Date of Incorporation; and

(ii) on each Payment Date and provided that the Fund has sufficient Available Funds in the Treasury Account according to the provisions of section 3.4.7.2 of this Additional Information relating to the Pre-Enforcement Priority of Payments, or in section 3.4.7.3 of this Additional Information relating to the Post-Enforcement Priority of Payments, a periodic annual administration fee equal to 0.025% per annum, with a minimum of ONE HUNDRED THOUSAND EUROS (€ 100,000), which will accrue for the actual days in each Interest Accrual Period, and will be calculated on the basis of the sum of the Outstanding Balance of the Notes, on the Determination Date corresponding to that Payment Date. The fee accrued from the Date of Incorporation until the first Payment Date will be adjusted in proportion to the days elapsed between both dates and will be calculated based on the nominal value of the Notes issued.

The periodic administration fee, payable on a given Payment Date, will be calculated according to the following formula:

$$A = B \times 0,025 \times \frac{d}{365 \times 100}$$

where

A =	Fee payable on a given Payment Date.
B =	Sum of Outstanding Balance of the Notes, on the Reference Rate Determination Date corresponding to such Payment Date.
d =	Number of calendar days in the Interest Accrual Period in question.

**3.8. Name and address and brief description of any swap counterparties and any providers of other material forms of credit/liquidity enhancement or accounts.**

Section 3.1 of the Securities Note contains a brief description of counterparties to the contracts described below.

**(i) Swap Agreement**

Banco Santander is the Fund's counterparty to the Swap Agreement, described in section 3.4.8.1 of this Additional Information.

**(ii) Subordinated Loan Agreement**

Santander Consumer is the Fund's counterparty in the Subordinated Loan Agreement, described in section 3.4.4.1 of this Additional Information.

**(iii) Seller Loan**

The Seller will be the lender under the Seller Loan, if any, which is described in section 3.4.4.2 of this Additional Information.

**(iv) Reinvestment Agreement**

SCF, in turn, is the Fund's counterparty in the Reinvestment Agreement, described in section 3.4.5.1 of this Additional Information.

Santander Consumer is the Depositor Entity of the Commingling Reserve by virtue of the Reinvestment Agreement, described in section 3.4.5.1 of the Additional Information.

**4. POST-ISSUANCE REPORTING**

**4.1. Obligations and deadlines envisaged for the preparation, auditing and approval of the annual and quarterly financial statements and management report**

The Management Company will present the Fund's annual financial statements mentioned in sub-section 1 of article 35 of Law 5/2015, together with the auditors' report in respect thereof, to the CNMV within four (4) months following the close of the Fund's financial year, which will coincide with the calendar year (i.e. prior to 30 April of each year).

Additionally, according to sub-section 3 of article 35 of Law 5/2015, the Management Company must present the Fund's quarterly financial statements to the CNMV within two (2) months of the end of each calendar quarter.

**4.2. Obligations and deadlines contemplated for availability to the public and delivery to the CNMV and the Rating Agency of periodic information on the economic/financial status of the Fund**

**4.2.1. Ordinary periodic notices**

The Management Company, in its management and administration of the Fund, undertakes to supply the information described below and any other additional information as may be reasonably requested thereof with the utmost diligence possible and within the deadlines provided.

**(i) Information in relation to the Notes**

Or so long as the Notes remain outstanding, at least two (2) Business Days in advance of each Payment Date, the Management Company will inform the Noteholders of the following:

- (1) the Interest Rate resulting for the Notes for the following Interest Accrual Period;
- (2) the resulting interest on the Notes for the current Interest Accrual Period;
- (3) the repayment of the principal of the Notes for the current Interest Accrual Period;
- (4) the actual average prepayment rates of the Receivables as of the Determination Date corresponding to the Payment Date in question;
- (5) the average residual life of the Notes calculated pursuant to the assumptions regarding such actual average prepayment rate; and
- (6) the Principal Amount Outstanding of each Note (after the repayment to be made on the Payment Date in question), and the percentage that such Principal Amount Outstanding represents of the total initial face value of each Note.

Notices specified in this section 4.2.1.(i) shall be made in accordance with the provisions of section 4.2.3 below, and will also be submitted to CNMV, IBERCLEAR and AIAF at least two (2) Business Days in advance of each Payment Date.

**(ii) Information in relation to the underlying assets and the Fund**

In relation to the Receivables following a Payment Date, the following information shall be published in the Management Company's website: (i) Outstanding Balance; (ii) interest and principal amount of instalments in arrears; (iii) interest rate; (iv) Receivable maturity years; (v) Outstanding Balance of Defaulted Receivables and cumulative amount of Defaulted Receivables from the date on which the Fund is incorporated.

In relation to the economic and financial position of the Fund:

- (1) Report on the source and subsequent application of the Available Funds in accordance with the Pre-Enforcement Priority of Payments of the Fund.

**(iii) Reports**

The Management Company will submit to the CNMV the following reports:



- (1) The annual report referred to in article 35.1 of Law 5/2015 containing, inter alia, the annual accounts (balance sheet, profit & loss account, cash flow and recognized income and expense statements, annual report and management report) and audit report, within four (4) months following the close of the Fund's financial year, which will coincide with the calendar year (i.e. prior to 30 April of each year).
- (2) The quarterly reports referred to in article 35.3 of Law 5/2015, containing the Fund's quarterly financial statements within two (2) months following the end of each calendar quarter.

**(iv) Information referred to EU Securitisation Regulation**

Pursuant to the obligations set forth in article 7(2) of the EU Securitisation Regulation, the originator, the securitisation special purpose entity (SSPE) of a securitisation shall designate amongst themselves one entity to submit the information set out in points (a), (b), (d), (e), (f) and (g) of article 7(1) to a registered securitisation repository of the EU Securitisation Regulation. The disclosure requirements of article 7 of the EU Securitisation Regulation apply in respect of the Notes.

On 22 August 2018, ESMA published its Final Report on securitisation disclosure technical standards (RTS/ITS) which included draft reporting templates, but on 31 January 2019, ESMA published a document entitled 'Opinion regarding amendments to ESMA's draft technical standards on disclosure requirements under the Securitisation Regulation' which included revised draft reporting templates (the "**Disclosure Technical Standards**"). Such Disclosure Technical Standards are on the date of this Prospectus subject to review by the European Commission and not yet adopted in a binding delegated regulation of the European Commission (the "**Commission Delegated Regulation**"). The transitional provision of article 43(8) of the EU Securitisation Regulation applies and, consequently, disclosures in respect of the Notes and the Receivables must be made in accordance with the requirements of Annexes I to VIII of Delegated Regulation (EU) 2015/3 (the CRA templates). In a joint statement of the European Supervisory Authorities published on 30 November 2018 (JC 2018 70), the Joint Committee of the European Supervisory Authorities confirmed that with the repealing of article 8b of the CRA Regulation effective since 1 January 2019 and until the ESMA reporting templates to be used to meet the reporting requirements under article 7 of the EU Securitisation Regulation will be available, the competent authority will be required to make a case-by-case assessment when examining the compliance with the disclosure requirements of the EU Securitisation Regulation, taking into account the type and extent of information being disclosed by the reporting entity.

On the date of this Prospectus, there remains uncertainty as to the nature and detail of the information to be published, the manner in which it will need to be published and what the consequences would be for the Issuer, related third parties and investors resulting from any potential non-compliance with the reporting obligations.

The Originator has been designated the "Reporting Entity" for the purposes of article 7.2 of the EU Securitisation Regulation and shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation. The Reporting Entity, directly or delegating to any other agent on its behalf, will:

- (1) from the Date of Incorporation and until the date in which the final disclosure templates for the purpose of compliance with article 7 of the EU Securitisation Regulation become applicable under the relevant Commission Delegated Regulation (the "**Transparency Template Effective Date**");

- (i) publish a quarterly investor report in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(e) of the EU Securitisation Regulation, which shall be provided substantially in the form of the CRA3 Investor Report, no later than one (1) month after the relevant Payment Date; and
  - (ii) publish on a quarterly basis certain loan-by-loan information in relation to the Receivables in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(a) of the EU Securitisation Regulation, which shall be provided substantially in the form of the CRA3 Data Tape, no later than one (1) month after the relevant Payment Date and simultaneously with the report in paragraph (i) immediately above;
- (2) following the Transparency Template Effective Date:
  - (i) publish a quarterly investor report in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(e) of the EU Securitisation Regulation and the disclosure templates finally adopted, no later than one (1) month after the relevant Payment Date; and
  - (ii) publish on a quarterly basis certain loan-by-loan information in relation to the Receivables in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(a) of the EU Securitisation Regulation and the disclosure templates finally adopted, no later than one (1) month after the relevant Payment Date and simultaneously with the report in paragraph (i) immediately above;
- (3) publish, in accordance with article 7(1)(f) of the EU Securitisation Regulation, without delay any inside information made public in accordance with article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;
- (4) publish without delay any significant event including any significant events described in article 7(1)(g) of the EU Securitisation Regulation; and
- (5) make available in accordance with the article 7(1)(b) and article 22.5 of the EU Securitisation Regulation, in any case within fifteen (15) calendar days of the Date of Incorporation, copies of the relevant Transaction Documents and this Prospectus.

The Reporting Entity, directly or delegating to any other agent on its behalf, will publish or make otherwise available the reports and information referred to in paragraphs (1) to (5) (inclusive) above as required under article 7 and article 22 of the EU Securitisation Regulation by means of:

- (1) once there is a securitisation repository registered under article 10 of the EU Securitisation Regulation (the "**SR Repository**") and appointed by the Reporting Entity for the securitisation transaction as described in this Prospectus, the SR Repository; or
- (2) while no SR Repository has been registered and appointed by the Reporting Entity, the external website <https://editor.eurowdw.eu/>, being an external website that conforms to the requirements set out in the fourth paragraph of article 7(2) of the EU Securitisation Regulation.

The Reporting Entity (or any agent on its behalf) will make the information referred to above available to the Noteholders, relevant competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors in the Notes.

The quarterly investor reports shall include, in accordance with article 7(1), subparagraph (e)(iii) of the EU Securitisation Regulation, information about the risk retention, including information on which of the modalities provided for in article 6(3) has been applied, in accordance with article 6 of the EU Securitisation Regulation.

Furthermore, in accordance with article 22 of the EU Securitisation Regulation, the Reporting Entity (or any agent on its behalf) will make available (or has made available in this Prospectus) to potential investors, before pricing, the following information:

- (1) delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, for a period no shorter than 5 years;
- (2) a liability cash flow model, elaborated and published by INTEX and/or Bloomberg, which precisely represents the contractual relationship of the Receivables and the payments flowing between the Originator, the Fund and the Noteholders, (and shall, after pricing, make that model available to Noteholders on an ongoing basis and to potential investors upon request);
- (3) upon request, the loan-by-loan information required by point (a) of the first subparagraph of article 7(1) of the Securitisation Regulation;
- (4) draft versions of the Transaction Documents and the STS Notification;
- (5) the Special Securitisation Report on the Preliminary Portfolio issued by E&Y.

The Originator, may also resign its appointment as Reporting Entity by giving a prior notice to the Management Company. Notwithstanding the foregoing, such resignation will not become effective until a new entity has been designated to replace it in accordance with article 7.2 of the EU Securitisation Regulation.

Any failure by the Originator to fulfil such obligations may cause the transaction to be non-compliant with the EU Securitisation Regulation.

The breach of the transparency obligations under article 7 of the EU Securitisation Regulation may lead to pecuniary sanctions being imposed on the Fund (or eventually, the Management Company) or the Seller (as originator) pursuant to article 32 of the EU Securitisation Regulation.

If a regulator determines that the transaction did not comply or is no longer in compliance with the reporting obligations, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes. The Fund (or eventually, the Management Company) and/or the Seller (as originator) may be subject to administrative sanctions in the case of negligence or intentional infringement of the disclosure requirements, including pecuniary sanctions.

Any such pecuniary sanctions imposed on the Fund (or eventually, the Management Company) may materially adversely affect the Fund's ability to perform its obligations under the Notes and any such pecuniary sanction levied on the Seller (as originator) may materially adversely affect the ability of the Seller to perform its obligations under the Transaction Documents and could have a negative impact on the price and liquidity of the Notes in the secondary market.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with article 5 of the EU Securitisation Regulation and none of Santander Consumer (in its capacity as Reporting Entity), the Management Company (on behalf of the Fund) or the Lead Manager, makes any representation that the information described above is sufficient in all circumstances for such purposes.

#### **4.2.2. Extraordinary notices**

Pursuant to article 36 of Law 5/2015, the Management Company must give immediate notice to the CNMV and to its creditors of any material event specifically relevant to the situation or development of the Fund. Material facts specifically relevant to the Fund will be those that could have a significant impact on the Notes issued or on the Receivables.

In particular, material facts will include any relevant modification to the assets or liabilities of the Fund, any amendment to the Deed of Incorporation, and, if applicable, the resolution on the setting-up of the Fund or any eventual decision regarding the Early Liquidation of the Fund and Early Redemption of the Notes for any of the causes established in this Prospectus. In the case of the latter, the Management will also submit to the CNMV the certificate executed before a public notary evidencing the winding-up of the Fund and subsequent liquidation procedure described in section 4.4.5 of the Registration Document.

Notice of any change to the Deed of Incorporation must be provided by the Management Company to the Rating Agencies and will be published by the Management Company in the regular public information on the Fund, and must also be published on the website of the Management Company.

This section also includes, among other things, changes in the ratings of the Rated Notes and the steps to be taken if triggers are activated due to a downgrade in the rating of the counterparty to the financial agreements or due to any other cause.

#### **4.2.3. Procedure**

Notices to Noteholders which, pursuant to the above, must be provided by the Fund, through its Management Company, will be provided as follows:

##### **(i) Ordinary notices**

Ordinary periodic notices referred to in section 4.2.1 above shall be given by publication in the AIAF daily bulletin or any other that may hereafter replace it or another of similar characteristics, or by publication as a material event with the CNMV, and by publication in a newspaper with a broad circulation in Spain.

##### **(ii) Extraordinary notices**

Extraordinary notices referred to in section 4.2.2 above shall be given by publication with the CNMV as a material event, and by publication in a newspaper with a broad circulation in Spain.

These notices will be deemed to be provided on the date of publication thereof, and are appropriate for any day of the calendar, whether or not a Business Day (for purposes of this Prospectus).

Additionally, the Management Company may provide Noteholders with ordinary and extraordinary notices and other information of interest to them through its website (<https://www.santanderdetitulizacion.com/san/Home/Fondos-de-Titulizacion>).

**(iii) Reporting to the CNMV**

Information regarding the Fund will be forwarded to the CNMV according to the formats contained in Circular 2/2016 regarding securitisation funds, as well as any information in addition to the above that is required by the CNMV or pursuant to the applicable legal provisions at any time.

**(iv) Reporting to the Rating Agencies**

The Management Company will provide the Rating Agencies with periodic information on the status of the Fund and the performance of the Loans so that they may monitor the ratings of the Rated Notes and the special notices. It will also use its best efforts to provide such information when reasonably requested to do so and, in any case, when there is a significant change in the conditions of the Fund, in the agreements entered into by the Fund through its Management Company, or in the interested parties.

**(v) Information to be furnished by Santander Consumer to the Management Company.**

In addition, Santander Consumer undertakes to inform the Management Company, on behalf of the Fund, on a quarterly basis and in any case at the request thereof, of any non-payments, prepayments or changes in interest rates, and give prompt notice of payment demands, judicial actions, and any other circumstances that affect the Loans.

Santander Consumer will also provide the Management Company with all documentation the latter may request in relation to such Loans, and particularly the documentation required by the Management Company to commence any judicial actions.

**Mr. Iñaki Reyero Arregui, in the name and on behalf of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A., acting in his capacity of General Manager of the Management Company, hereby signs this Prospectus in Madrid, on 8 October 2019.**

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## DEFINITIONS

### Interpretation

Words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the same meanings as those set out in this section headed "Definitions". These and other terms used in this Prospectus are subject to the definitions of such terms set out in the Transaction Documents, as they may be amended from time to time.

All references in this Prospectus to Euro, euro, EUR or € are to the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union.

Certain monetary amounts and currency translations included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which preceded them.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

**"Acquisition Amount" ("Importe de Adquisición")** means an amount equal to the sum of the Outstanding Balance of the Additional Receivables pooled in the Fund on the corresponding Payment Date, plus the accrued and unpaid interest before the corresponding Payment Date.

**"Additional Information" ("Información Adicional")** means the additional information to the Securities Notes to be included in the Prospectus, prepared using the form provided in Annex 19 of the Prospectus Delegated Regulation.

**"Additional Receivables" ("Derechos de Crédito Adicionales")** means the Receivables assigned to the Fund by the Seller as established in section 2.2.2.5 of the Additional Information, after the Date of Incorporation during the Revolving Period.

**"Aggregate Portfolio" ("Cartera Total")** means, on any given date, all the Initial Receivables and the Additional Receivables assigned by the Seller to the Fund up to such date, pursuant to the Master Sale and Purchase Agreement.

**"AIAF" ("AIAF")** means AIAF Fixed-Income Market (AIAF Mercado de Renta Fija).

**"Arranger" ("Entidad Directora")** means BANCO SANTANDER, S.A.

**"Available Funds" ("Fondos Disponibles")** means in relation to the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, and on each Payment Date, the amounts, calculated on the Determination Date immediately preceding the relevant Payment Date, to be allocated to meeting the Fund's payment obligations, which shall have been credited to the Treasury Account, as established in section 3.4.7.2 of the Additional Information.

**"Average Recovery Rate" ("Ratio Medio de Recuperación")** means (i) the arithmetic mean of the realised Principal Recoveries expressed as a percentage of the Defaulted Amount of all Receivables that became Defaulted Receivables during the period from forty-eight (48) months prior to the Early Redemption Date (or the last Determination Date if later) up to thirty-six (36) months prior to the Early Redemption Date; or (ii) if less than thirty (30) Receivables became Defaulted Receivables in the period referred under item (i) above, then the same calculation for Receivables that became Defaulted Receivables in the period from the Date of Incorporation up to six (6) months prior to the Early

Redemption Date; or (iii) if less than thirty (30) Receivables became Defaulted Receivables in the period set out in item (ii) above, 40%.

**"Benchmark Regulation"** ("**Reglamento de Índices de Referencia**") means Regulation (EU) no. 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014.

**"Bloomberg"** means Bloomberg Finance L.P.

**"Borrower(s)" ("Deudor(es)")** means any natural or legal person, having their domicile in Spain, to which Santander Consumer has granted the Loans from which the Receivables transferred to the Fund derive.

**"BRRD"** means Directive 2014/59/EU, of May 15 establishing a framework for the recovery and resolution of credit institutions and investment firms.

**"Business Day" ("Día Hábil")** means a day which is a TARGET2 Business Day other than (i) a Saturday, (ii) a Sunday or (iii) a public holiday in Madrid (Spain).

**"Capital Companies Act" ("Ley de Sociedades de Capital")** means Royal Decree-Law 1/2010 of 2 July approving the Restated Text of the Capital Companies Act (as amended) (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*).

**"Cash Reserve" ("Fondo de Reserva")** means the cash reserve to be funded by the Management Company, for and on behalf of the Fund, in compliance with the provisions of section 3.4.2.2 of the Additional Information.

**"CET" ("CET")** means Central European Time.

**"Circular 2/2016" ("Circular 2/2016")** means Circular 2/2016 of 20 April, of the Spanish Securities Market Commission, on securitisation fund accounting rules, annual accounts, public financial statements and non-public statistical information statements.

**"CIT Regulation" ("Reglamento de Impuesto sobre Sociedades")** means the Corporate Income Tax Regulation approved by Royal Decree 634/2015, of 10 July.

**"Civil Code" ("Código Civil")** means the Spanish Civil Code.

**"Civil Procedural Law" ("Ley de Enjuiciamiento Civil")** means Law 1/2000 of 7 January on Civil Procedure.

**"Class" ("Clase")** means each class of Notes.

**"Class A" or "Class A Notes" ("Bonos de la Clase A")** means Class A Notes with ISIN Code ES0305442008, issued by the Fund on the Date of Incorporation, having a total amount of FOUR HUNDRED AND FORTY MILLION EUROS (€440,000,000), made up of FOUR THOUSAND FOUR HUNDRED (4,400) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book entries.

**"Class A Interest Rate" ("Tipo de Interés de la Clase A")** means a floating rate equal to the Reference Rate plus a margin of 0.45 per cent. per annum, provided that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero).

**“Class A Swap Transaction” (“Operación de Swap de la Clase A”)** means the swap transaction to be entered in relation to the Class A Notes under the Swap Agreement.

**“Class B” or “Class B Notes” (“Bonos de la Clase B”)** means the Class B Notes with ISIN code ES0305442016 issued by the Fund on the Date of Incorporation, having a total nominal amount of FIFTY-SEVEN MILLION SEVEN HUNDRED THOUSAND EUROS (€57,700,000), made up of FIVE HUNDRED AND SEVENTY SEVEN (577) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book entries.

**“Class B Interest Rate” (“Tipo de Interés de la Clase B”)** means a floating rate equal to the Reference Rate plus a margin of 0.85 per cent. per annum, provided that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero).

**“Class B Swap Transaction” (“Operación de Swap de la Clase B”)** means the swap transaction to be entered in relation to the Class B Notes under the Swap Agreement.

**“Class C” or “Class C Notes” (“Bonos de la Clase C”)** means the Class C notes with ISIN code ES0305442024 issued by the Fund on the Date of Incorporation, having a total nominal amount of TWENTY-SEVEN MILLION EIGHT HUNDRED THOUSAND EUROS (€27,800,000), made up of TWO HUNDRED AND SEVENTY-EIGHT (278) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book entries.

**“Class C Interest Rate” (“Tipo de Interés de la Clase C”)** means a fixed rate equal to 1.48 per cent, per annum.

**“Class D” or “Class D Notes” (“Bonos de la Clase D”)** means the Class D Notes with ISIN code ES0305442032 issued by the Fund on the Date of Incorporation, having a total nominal amount of TEN MILLION EUROS (€10,000,000), made up of ONE HUNDRED (100) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book entries.

**“Class D Interest Rate” (“Tipo de Interés de la Clase D”)** means a fixed rate equal to 1.98 per cent, per annum.

**“Class E” or “Class E Notes” (“Bonos de la Clase E”)** means the Class E Notes with ISIN code ES0305442040 issued by the Fund on the Date of Incorporation, having a total nominal amount of TEN MILLION EUROS (€10,000,000), made up of ONE HUNDRED (100) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book entries.

**“Class E Interest Rate” (“Tipo de Interés de la Clase E”)** means a fixed rate equal to 3.19 per cent, per annum.

**“Class F” or “Class F Notes” (“Bonos de la Clase F”)** means the Class F Notes with ISIN code ES0305442057 issued by the Fund on the Date of Incorporation, having a total nominal amount of TEN MILLION EUROS (€10,000,000), made up of ONE HUNDRED (100) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book entries.

**“Class F Interest Rate” (“Tipo de Interés de la Clase F”)** means a fixed rate equal to 5.93 per cent, per annum.

**“Clean-Up Call Event” (“Opción de Compra por un Clean-Up Call”)** means the event by virtue of which the Seller has the option, only to the extent that there are sufficient funds to repay back the Rated Notes, to (but not the obligation) to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) and hence repurchase at its



own discretion all outstanding Receivables, when the aggregate Outstanding Balance of the Receivables falls below 10% of the Outstanding Balance of the Receivables on the Date of Incorporation.

**"CNMV"** means the Spanish Securities Market Commission (COMISIÓN NACIONAL DEL MERCADO DE VALORES).

**"Commercial Code" ("Código de Comercio")** means the Spanish Commercial Code published by virtue of the Royal Decree of 22 August 1885.

**"Commingling Reserve" ("Reserva de Commingling")** means the commingling reserve to be funded by Santander Consumer pursuant to section 3.4.2.3 of the Additional Information.

**"Commingling Reserve Account" ("Cuenta de Reserva de Commingling")** means the account to be opened with SCF on behalf of the Fund by the Management Company, the operation of which will be covered by the Reinvestment Agreement.

**"Commingling Reserve Trigger Event" ("Evento Desencadenante de la Reserva de Commingling")** means the event described in section 3.4.2.3 of the Additional Information upon the occurrence of which Santander Consumer shall establish and fund the Commingling Reserve.

**"Commission Delegated Regulation" ("Regulación Delegada")** means the securitisation delegated regulation of the European Commission in relation to the Disclosure Technical Standards, which are not yet adopted on the date of the Prospectus.

**"Consumer Protection Law" ("Ley General de Defensa de los Consumidores")** means Royal Legislative Decree 1/2007, of November 16, approving the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws.

**"CRA Regulation" ("Reglamento CRA")** means Regulation (EC) no. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as subsequently amended.

**"CRR"** means Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of 26 June 2013, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012.

**"CRR Assessment" ("Informe CRR")** means the assessment of the compliance of the Notes the relevant provisions of article 243 and article 270 of the CRR, prepared by PCS.

**"Cuatrecasas"** means Cuatrecasas, Gonçalves Pereira S.L.P.

**"Cumulative Balance of the Delinquent Receivables" (Saldo Acumulado de Derechos de Crédito Morosos")** means the Outstanding Balance of the Delinquent Receivables.

**"Cumulative Balance of the Receivables" (Saldo Acumulado de Derechos de Crédito")** means the Outstanding Balance of the Receivables.

**"Cumulative Loss Ratio" ("Ratio de Pérdida Acumulada")** means, as of the Determination Date immediately preceding any Payment Date, the ratio between: (i) the sum of the Outstanding Balance of all the Defaulted Receivables during the period from the Date of Incorporation until the end of the corresponding Collection Period reduced by the amount of Principal Recoveries with respect to Defaulted Receivables received during such period which are applied to principal of the Defaulted Receivables; and (ii) the sum of the Outstanding Balance of all the Receivables at the time of the transfer purchased by the Issuer as of the Date of Incorporation.

**"Data Protection Law" ("Ley de Protección de Datos")** means Organic Law 3/2018.

**"Date of Incorporation" ("Fecha de Constitución")** means 14 October 2019.

**"DBRS"** means DBRS Ratings GmbH.

**"DBRS First Rating Threshold" ("Primer Umbral de Rating de DBRS")** means the ratings agreed under the Swap Agreement as DBRS First Rating Threshold, which will depend on the ratings allocated by DBRS to the Swap Counterparty from time to time.

**"DBRS Second Rating Threshold" ("Segundo Umbral de Rating de DBRS")** means the ratings agreed under the Swap Agreement as DBRS Second Rating Threshold, which will depend on the ratings allocated by DBRS to the Swap Counterparty from time to time.

**"DBRS Minimum Rating" ("Calificación Mínima DBRS")** means the minimum rating required by DBRS as detailed in section 3.4.5.1.5 of the Additional Information.

**"DBRS Required Ratings" ("Rating Requeridos DBRS")** means the DBRS First Rating Threshold or the DBRS Second Rating Threshold, as applicable.

**"Deed of Incorporation" ("Escritura de Constitución")** means the public deed recording the incorporation of the Fund and the issue of the Notes.

**"Default Ratio" ("Ratio de Fallidos")** means the Outstanding Balance of the Defaulted Receivables divided by the Outstanding Balance of the Receivables.

**"Defaulted Amount" ("Importe de Fallidos")** means the Outstanding Balance of the Defaulted Receivable(s).

**"Defaulted Receivable(s)" ("Derechos de Crédito Fallidos")** means, at any time, the Receivables arising from Loans in respect of which: (i) there are one or more instalments that are more than 90 days overdue; or (ii) following the relevant final maturity date, there is at least one instalment which is more than 90 days overdue; or (iii) the Servicer, in accordance with the Servicing Policies, considers that the relevant Borrower is unlikely to pay the instalments under the Loans as they fall due. For the avoidance of doubt, once a Receivable has been classified as a Defaulted Receivable, it will remain classified as such.

**"Definitions" ("Definiciones")** means the glossary of definitions included in this Prospectus.

**"Delegated Regulation 625/2014" ("Reglamento Delegado 625/2014")** means Delegated Regulation (EU) 625/2014 of 13 March 2014 supplementing CRR.

**"Delinquency Ratio" ("Ratio de Morosos")** means the Cumulative Balance of the Delinquent Receivables divided by the Cumulative Balance of the Receivables.

**"Delinquent Receivables" ("Derechos de Crédito Morosos")** means, at any time, any Receivable which is past due but is not a Defaulted Receivable.

**"Depositor Entity of the Commingling Reserve" ("Entidad Depositante de la Reserva de Commingling")** means Santander Consumer, the entity who may deposit the Commingling Reserve following the occurrence of a Commingling Reserve Trigger Event as set forth in section 3.4.2.3 of the Additional Information.

**“Determination Date” (“Fecha de Determinación”)** means (i) during the Revolving Period, the date falling ten (10) Business Days prior to the Payment Date; and (ii) after the Revolving Period End Date, the date falling five (5) Business Days prior to the Payment Date.

**“Determination Period” (“Periodo de Determinación”)** means (i) prior to a mandatory Early Liquidation of the Fund (pursuant to section 4.4.3.1. of the Registration Document), each period commencing on (but excluding) a Determination Date and ending on (and including) the immediately following Determination Date, provided that the first Determination Period will commence on (and excluding) the Date of Incorporation and will end on (and including) the Determination Date falling in December 2019, or (ii) following a mandatory Early Liquidation of the Fund, any such period as determined by the Management Company.

**“Disbursement Date” (“Fecha de Desembolso”)** means 17 October 2019

**“Disclosure Technical Standards” (“Reglamentos Técnicos de Desarrollo”)** means the ESMA’s draft technical standards on disclosure requirements under the EU Securitisation Regulation published 22 August 2018.

**“Early Liquidation of the Fund” (“Liquidación Anticipada del Fondo”)** means the liquidation of the Fund, and thus the prepayment of the issue of the Notes on a date prior to the Legal Maturity Date, in accordance with the cases and procedure set out in section 4.4.3 of the Registration Document.

**“Early Redemption Date” (“Fecha de Amortización Anticipada”)** means the date of the early redemption of the Notes pursuant to section 4.4.3.1 and 4.4.3.2 of the Registration Document, which does not need to be on a Payment Date.

**“Early Redemption Notice” (“Notificación de Amortización Anticipada”)** means the material event (hecho relevante) with the CNMV publishing by the Management Company upon the Seller’s instruction to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes upon the occurrence of a Tax Call Event or Clean-Up Call Event.

**“Early Redemption of the Notes” (“Amortización Anticipada de los Bonos”)** means the ultimate redemption of the Notes on a date prior to the Legal Maturity Date in the event of Early Liquidation of the Fund in accordance with the requirements set forth in section 4.4.3 of the Registration Document.

**“ECB” (“BCE”)** means European Central Bank (Banco Central Europeo).

**“EEA” (“EEE”)** means the European Economic Area (Espacio Económico Europeo).

**“EDW”** means EuropeanDataWarehouse.

**“Eligibility Criteria” (“Criterios de Elegibilidad”)** means the Individual Eligibility Criteria and the Global Eligibility Criteria to be met by each of the Receivables (the Initial Receivables and the Additional Receivables) on the respective assignment date in order to be assigned to and acquired by the Fund.

**“EMMI”** means the European Money Markets Institute who provide and administered the EURIBOR.

**“ESMA” (“AEVM”)** means the European Securities and Markets Authority (Autoridad Europea de Valores y Mercados).

**“EURIBOR”** means Euro-Zone interbank offered rate.

**“EU Securitisation Regulation” (“Reglamento Europeo de Titulización”)** means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general

framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012.

**"Eurosysteem Eligible Collateral" ("Colateral Elegible para el Eurosistema")** means the assets recognized as eligible collateral for Eurosysteem monetary policy and intra-day credit operations by the Eurosysteem either upon issue or at any or all times during their life.

**"Event of Replacement of the Servicer" ("Evento de Sustitución del Administrador")** means the occurrence of any of the following events:

- (i) any breach of its obligations under the Deed of Incorporation, in the reasonable opinion of the Management Company, and in particular, its obligation to transfer to the Fund the amounts received by the Borrowers within two (2) Business Days as from receipt (except if the breach is due to a force majeure); and
- (ii) an Insolvency Event occurs in respect of the Servicer.

**"Exchange Act"** means the U.S. Securities Exchange Act of 1934, as amended.

**"Extraordinary Expenses" ("Gastos Extraordinarios")** means, all expenses, if any, derived from the preparation and execution of the amendments to the Deed of Incorporation and the agreements, and the execution of any additional agreements; all expenses necessary to enforce the Loans and expenses arising from any recovery actions; and in general, any other extraordinary expenses borne by the Fund or by the Management Company for and on behalf of the Fund.

**"EY"** means Ernst & Young Servicios Corporativos, S.L.

**"Final Determined Amount" ("Importe Determinado Final")** means: (i) in relation to any Delinquent Receivable where payments are past due by up to ninety (90) calendar days as at the Early Redemption Date, the Outstanding Balance of such Delinquent Receivable at the immediately preceding Determination Period End Date minus an amount equal to any IFRS 9 Provisioned Amount for such Delinquent Receivable; (ii) in relation to any Defaulted Receivable (whether or not written-off by, or on behalf of, the Issuer) on the Early Redemption Date, the higher of: (a) the Defaulted Amount multiplied by the Average Recovery Rate; and (b) the Defaulted Amount minus any realised principal recoveries already received by the Issuer.

**"Final Maturity Date" ("Fecha de Vencimiento Final")** means 20 December 2032.

**"Final Repurchase Price" ("Precio de Recompra Final")** means the repurchase price of the Receivables which shall be equal to the sum of: (i) the aggregate Outstanding Balance of the Receivables comprised in the Aggregate Portfolio (other than the Defaulted Receivable and Delinquent Receivable) as at the immediately preceding Determination Period; plus (ii) for any Defaulted Receivables and Delinquent Receivables, the aggregate Final Determined Amount as at the immediately preceding Determination Period; plus (iii) any interest on the repurchased Receivables (other than Defaulted Receivables and Delinquent Receivable) accrued until, and outstanding on the immediately preceding Determination Period.

**"Financial Intermediation Margin" ("Margen de Intermediación Financiera")** means any variable and subordinated remuneration to which the Seller is entitled.

**"First Payment Date" ("Primera Fecha de Pago")** means the Payment Date falling on 20 December 2019.

**"Fitch"** means FITCH RATINGS ESPAÑA, S.A.U.

**"Fitch Required Ratings" ("Ratings Requeridos Fitch")** means the Initial Fitch Ratings or the Subsequent Fitch Ratings, as applicable.

**"Fund" or "Issuer" ("Fondo")** means SANTANDER CONSUMER SPAIN AUTO 2019-1, FONDO DE TITULIZACIÓN.

**"Fund Accounts" ("Cuentas del Fondo")** means Treasury Account, Principal Account, and Swap Collateral Account.

**"Fund Accounts Provider" ("Proveedor de Cuentas del Fondo")** means SCF.

**"General Data Protection Regulation" ("Reglamento General de Protección de Datos")** means Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**"General Tax Regulations" ("Reglamento General Fiscal")** means general regulations regarding tax management and inspection courses of action and procedures and developing the common rules of tax application procedures, passed by Royal Decree 1065/2007, of 27 July (Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por el Real Decreto 1065/2007, de 27 de julio)

**"Global Eligibility Criteria" ("Criterios de Elegibilidad Globales")** means the requirements to be satisfied by the Receivables as a whole after the assignment of those Additional Receivables.

**"Guideline" ("Directrices")** means Guideline of the European Central Bank of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast) as amended and applicable from time to time.

**"IBERCLEAR"** means SOCIEDAD DE GESTIÓN DE LOS SISTEMAS DE REGISTRO, COMPENSACIÓN Y LIQUIDACIÓN DE VALORES, S.A. UNIPERSONAL.

**"IFRS 9 Provisioned Amount" ("Importe Provisionado IFRS 9")** means, with respect to any Delinquent Receivable on the Early Redemption Date, any amount that constitutes any expected credit loss for such Delinquent Receivable as determined by the Seller in accordance with International Financial Reporting Standard 9 (IFRS 9) (as amended) or any such equivalent financial reporting standard promulgated by the International Accounting Standards Board in order to replace IFRS 9.

**"Individual Eligibility Criteria" ("Criterios de Elegibilidad Individuales")** means the individual requirements to be met by each Receivable for their assignment and inclusion in the Fund on the corresponding Purchase Date.

**"Initial Fitch Ratings" ("Ratings Fitch Iniciales")** means the ratings agreed under the Swap Agreement as Initial Fitch Ratings for Fitch, which will depend on the ratings allocated by Fitch to the Swap Counterparty from time to time.

**"Initial Interest Accrual Period" ("Periodo de Devengo de Intereses Inicial")** means the duration of the first Interest Accrual Period which will be equal to the days elapsed between the Disbursement Date (inclusive) and the First Payment Date (not included).

**"Initial Receivables" ("Derechos de Crédito Iniciales")** means each and any of the initial Receivables assigned to the Fund on the Date of Incorporation.

**“Insolvency Event” (“Evento de Insolvencia”)** means, with respect to any entity, a declaration of insolvency (declaración de concurso) in respect thereto.

**“Insolvency Law” (“Ley Concursal”)** means Insolvency Law 22/2003, of 9th July, as currently worded (*Ley 22/2003, de 9 de julio, Concursal*).

**“Interest Accrual Period” (“Periodo de Devengo de Intereses”)** means each period beginning on (and including) the previous Payment Date and ending on (but excluding) the immediately following Payment Date.

**“Interest Rate” (“Tipo de Interés”)** means the rate of interest applicable to the Notes.

**“INTEX”** means Intex Solutions, Inc.

**“Investment Company Act”** means the Investment Company Act of 1940, as amended.

**“Law 5/2015” (“Ley 5/2015”)** means Law 5/2015, of 27 April, on the Promotion of Enterprise Funding.

**“Law 10/2014” (“Ley 10/2014”)** means Law 10/2014, of 26 June, on regulation, supervision and solvency of credit institutions.

**“Law 16/2011” (“Ley 16/2011”)** means Law 16/2011 of June 24, on Consumer Credit Contracts, as amended (*Ley 16/2011, de 24 de junio, de Crédito al Consumo*).

**“Law 27/2014” (“Ley 27/2014”)** means Law 27/2014 of 27 November of Corporate Income Tax.

**“Law 78/1998” (“Ley 78/1998”)** means Law 7/1998, of 13 April, on General Contracting Conditions.

**“Lead Manager” (“Entidad Directora”)** means BANCO SANTANDER, S.A.

**“Legal Maturity Date” (“Fecha de Vencimiento Legal”)** means 20 December 2035.

**“LEI Code” (“Código LEI”)** means the Legal Entity Identifier Code.

**“Loan” (“Préstamo”)** means the loans owned by SANTANDER CONSUMER, E.F.C., S.A. granted to individuals or legal persons’ resident in Spain for financing the acquisition of new or used vehicles, from which the Receivables shall be derived.

**“Management Company” (“Sociedad Gestora”)** means SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A.

**“Management, Placement and Subscription Agreement” (“Contrato de Dirección, Colocación y Suscripción”)** means the management, placement and subscription agreement to be entered into by the Management Company, for and on behalf of the Fund, the Lead Manager, SCF and Santander Consumer.

**“Master Sale and Purchase Agreement” (“Contrato de Cesión de Derechos de Crédito”)** means the master receivables sale and purchase agreement to be entered by the Management Company, for and on behalf of the Fund, and the Seller by virtue of which the Receivables shall be assigned to the Fund.

**"Maximum Receivables Amount" ("Importe Máximo de Derechos de Crédito")** means the maximum amount of the Outstanding Balance of the Receivables pooled in the Fund, which will be an amount equal to or slightly higher than FIVE HUNDRED FIFTY MILLION EUROS (€550,000,000).

**"MiFID II" ("MiFID II")** means Directive 2014/65/UE of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

**"MIFIR" ("MIFIR")** means Regulation 600/2013/UE of the European Parliament and of Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012.

**"Modified Following Business Day Convention" ("Convención del Siguiete Día Hábil Modificado")** means the convention by virtue of which if a Payment Date is not a Business Day, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day.

**"New Vehicles" ("Nuevos Vehículos")** means vehicles with an age, since registration, of less than twelve (12) months.

**"Non-Defaulted Receivables" ("Derechos de Crédito No Fallidos")** means, at any time, any Receivable that is not a Defaulted Receivable.

**"Not Placed Notes" ("Bonos No Colocados")** means those Class C Notes, Class D Notes, Class E Notes and Class F Notes not placed among qualified investors by the Lead Manager.

**"Notes" ("Bonos")** means any and all the notes under any of the Classes.

**"Noteholder(s)" ("Bonistas")** means any and all holders of any of the Notes.

**"Notional Amount" ("Importe Nocial")** means the aggregate outstanding balance of, in respect of the Class A Swap Transaction, all the Class A Notes and, in respect of the Class B Swap Transaction, all the Class B Notes on the first day (being a floating rate payment date) of each relevant calculation period deducting any amount of principal repaid by the Fund under the Class A Notes or the Class B Notes, as the case may be, on such day.

**"Offer Date" ("Fecha de Oferta")** means the dates corresponding to the sixth (6th) Business Day preceding each Payment Date during the Revolving Period on which Additional Receivables should be acquired by the Fund.

**"Offer Request Dates" ("Fechas de Solicitud de Oferta")** means the dates corresponding to the eighth (8th) Business Day preceding each Payment Date during the Revolving Period on which Additional Receivables should be acquired by the Fund.

**"Ordinary Expenses" ("Gastos Ordinarios")** means, as applicable, the expenses deriving from compulsory administrative verifications, registrations and authorizations (other than payment of the initial expenses for the incorporation of the Fund and issuance of the Notes), and admission expenses and the ongoing fee payable to EDW or the SR Repository; expenses relating to the keeping of the accounting records of the Notes, for their admission to trading on organized secondary market, and for the maintenance thereof; expenses deriving from the annual audits of the Fund's financial statements; expenses derived from the Rating Agencies fees for the monitoring and maintenance of the ratings for the Notes; expenses derived from the redemption of the Notes; expenses related to any notices and announcements that, in accordance with the provisions of this Prospectus, must be given to the holders of outstanding Notes; the Paying Agent's fees and the Management Company's fees; part of Third Party



Verification Agent's fee not paid initially; and in general, any other expenses borne by the Management Company and derived from its duties relating to the representation and management of the Fund.

**"Organic Law 3/2018" ("Ley Orgánica 3/2018")** means the Spanish Organic Law 3/2018, of 4 December 2018, on the Personal Data and digital rights protection.

**"Outstanding Balance of the Defaulted Receivables" ("Saldo Vivo de los Derechos de Crédito Fallidos")** means the sum of the principal amounts not yet due and of the principal amounts due and uncollected by the Fund of the Defaulted Receivables.

**"Outstanding Balance of the Non-Defaulted Receivables" ("Saldo Vivo de los Derechos de Crédito No Fallidos")** means the Outstanding Balance of the Receivables less the Outstanding Balance of the Defaulted Receivables.

**"Outstanding Balance of the Receivables" ("Saldo Vivo de los Derechos de Crédito")** means at any time and with respect to any Receivable the principal amounts due and uncollected together with the principal amounts of the Receivables not yet due.

**"Paying Agent" ("Agente de Pagos")** means BANCO SANTANDER, S.A. in its capacity as paying agent appointed by the Management Company, or such other entity as may be selected by the Management Company, on behalf of the Fund, to act in its place.

**"Paying Agent Agreement" ("Contrato de Agencia de Pagos")** means the payment agency agreement to be entered into by the Management Company, for and on behalf of the Fund, and the Paying Agent.

**"Payment Dates" ("Fechas de Pago")** means the 20<sup>th</sup> of March, 20<sup>h</sup> of June, 20<sup>h</sup> of September and 20<sup>h</sup> of December of each year (subject to Modified Following Business Convention).

**"PCS"** means Prime Collateralised Securities (PCS) UK Limited.

**"PCS Assessments" ("Informes de PCS")** means STS Verification and CRR Assessment issued by PCS.

**"Personal Data Record" or "PDR" ("Registro de Datos Personales" o "RDP")** means a record of the personal data of Borrowers necessary to issue collection orders to Borrowers.

**"Post-Enforcement Available Funds" ("Fondos Disponibles de Liquidación")** means the sum of a) Available Funds and b) any amounts obtain from the liquidation of the remaining Receivables or any other asset that belongs to the Fund, as provided on section 4.4.3 of the Registration Document.

**"Post-Enforcement Priority of Payments" ("Orden de Prelación de Pagos de Liquidación")** means the priority of payments applicable in the event of the Early Liquidation of the Fund.

**"Preliminary Portfolio" ("Cartera Preliminar")** means a sample of the 52,559 selected loans from which the Initial Receivables shall be taken.

**"Pre-Enforcement Priority of Payments" ("Orden de Prelación de Pagos Pre-Liquidación")** means the order of priority for the application of the payment or deduction obligations of the Fund, but as regards the application of the Available Funds, which is applicable on each Payment Date prior to the Early Liquidation of the Fund.



**"PRIIPs Regulation" ("Reglamento PRIIPs")** means Regulation (EU) No 1286 of the European Parliament and of the Council of 26 November 2014 on key information documents for package retail and insurance-based investment products (PRIIPs).

**"Principal Account" ("Cuenta Principal")** means the account to be opened with SCF in the name of the Fund by the Management Company, the operation of which will be covered by the Reinvestment Agreement.

**"Principal Amount Outstanding" ("Saldo Vivo de Principal de los Bonos")** means, at any time and with respect to any Notes, the principal amount of the Notes upon issue less the aggregate amount of principal payments made on such Notes on or prior to such date.

**"Principal Target Redemption Amount" ("Importe Objetivo de Amortización de Principal")** means an amount equal to the minimum of (a) the difference on that Determination Date between: (i) the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes, (ii) the Target Cash Reserve Amount and (iii) the aggregate of the Outstanding Balance of the Non-Defaulted Receivables on the Determination Date, and (b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the ninth (9th) place as provided in section 3.4.7.2 (ii) of the Additional Information.

**"Pro-Rata Redemption Period" ("Periodo de Amortización Pro-Rata")** means the period starting on the Revolving Period End Date (included) and ending on the Payment Date immediately following the occurrence of a Revolving Period Early Termination Event.

**"Pro-Rata Redemption Ratio" ("Ratio de Amortización Pro-Rata")** means for each Class of Notes, the percentage that results from the following ratio: the Principal Amount Outstanding of the relevant Class of Notes, divided by the sum of the Principal Amount Outstanding of the Class A Notes to Class F Notes, and calculated for each Interest Accrual Period using the balances before the application of the Pre-Enforcement Priority of Payments.

**"Pro-Rata Target Redemption Amount" ("Importe Objetivo de Amortización Pro-Rata")** for each Class of Notes, means an amount equal to the Principal Target Redemption Amount multiplied by the Pro-Rata Redemption Ratio of each Class of Notes.

**"Prospectus" ("Folleto")** means this document registered in the CNMV, as provided for in the Prospectus Regulation and the Prospectus Delegated Regulation.

**"Prospectus Delegated Regulation" ("Reglamento Delegado de Folletos")** means the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004.

**"Prospectus Regulation" ("Reglamento de Folletos")** means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

**"Purchase Date" ("Fecha de Compra")** means, in respect of any Receivable, the date of the delivery by the Management Company of the written notice accepting the assignment of all or part of the Additional Receivables.

**"PwC"** means PRICEWATERHOUSECOOPERS AUDITORES, S.L.

**“Rated Notes” (“Bonos con Rating”)** means the Class A, B, C, D, and E Notes.

**“Rating Agencies” (“Agencias de Calificación”)** means DBRS and Fitch.

**“RDL 1/2007”** means Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Law for the Protection of Consumers and Users and any other supplementary laws.

**“Receivables” (“Derechos de Crédito”)** means the credit rights arising from the Loans (including both Initial Receivables and Additional Receivables) assigned to the Fund.

**“Redemption Price due to a Regulatory Call Event” (“Precio de Amortización por Opción de Compra por Cambio Regulatorio”)** means the total consideration to be paid by the Seller to the Fund as a consequence of a Regulatory Call Event as detailed in section 4.9.2.3 of the Securities Note.

**“Reference Rate” (“Tipo de Referencia”)** means the reference rate for determining the Interest Rate applicable to the Notes in accordance with section 4.8.3 of the Securities Note.

**“Reference Rate Determination Date” (“Fecha de Determinación del Tipo de Referencia”)** means two (2) Business Days prior to the Payment Date, except for the Initial Interest Accrual Period which shall be determined on the Date of Incorporation.

**“Registration Document” (“Documento de Registro”)** means the asset-backed securities registration document in this Prospectus, prepared using the outline provided in Annex 9 of the Prospectus Delegated Regulation.

**“Regulation S”** means the regulation S under the Securities Act.

**“Regulatory Call Event” (“Opción de Compra por Cambio Regulatorio”)** means:

- (i) any enactment or implementation of, or supplement or amendment to, or change in any applicable law, policy, rule, guideline or regulation of any competent international, European or national body (including the European Central Bank, the Prudential Regulation Authority or any other competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline; or
- (ii) a notification by or other communication from an applicable regulatory or supervisory authority is received by the Seller with respect to the transactions contemplated by the Transaction Documents,

which, in either case, occurs on or after the Date of Incorporation and results in, or would in the reasonable opinion of the Seller result in, a material adverse change in the rate of return on capital of the Fund and/or the Seller or materially increasing the cost or materially reducing the benefit for the Seller of the transactions contemplated by the Transaction Documents.

**“Regulatory Call Allocated Amount”** means, with respect to any Regulatory Call Early Redemption Date:

- (i) Available Funds (including, for the avoidance of doubt, the amounts set out in item (I) of such definition) available to be applied in accordance with the Pre-Enforcement Priority of Payments on such date; minus
- (ii) amounts of Available Funds to be applied pursuant to item (1) (first) to (10) (tenth) (inclusive) of the Pre-Enforcement Principal Priority of Payments on the Regulatory Call Early Redemption Date.

**“Regulatory PD” (“PD Regulatoria”)** refers to the probability of a borrower being able to meet its payments obligations under the Loans over a one year period as stated in article 163 of CRR. PD is based on a Through-the-Cycle (TTC) approach according the guidelines on PD estimation, LGD estimation and the treatment of defaulted exposures published by EBA.

**“Regulatory Redemption Notice” (“Notificación de Amortización por Cambio Regulatorio”)** means the material event (hecho relevante) with the CNMV publishing by the Management Company upon the Seller’s instruction to redeem the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes upon the occurrence of a Regulatory Call Event.

**“Reinvestment Agreement” (“Contrato de Reinversión”)** means the agreement by virtue of which by virtue of which (i) the Fund Accounts will be opened in the books of SCF on the Date of Incorporation, and (ii) the Commingling Reserve Account will be opened in the books of Santander Consumer.

**“Relevant Screen” (“Pantalla Relevante”)** means the page (including, without limitation, Reuters) for the purposes of providing the EURIBOR under the Subordinated Loan Agreement.

**“Reporting Entity” (“Entidad Informadora”)** means the entity designated to fulfil the information requirements according to EU Securitisation Regulation.

**“Revolving Period” (“Periodo de Recarga”)** means the period running from the Date of Incorporation (excluded) to the earlier of: (i) the Payment Date falling on 20 December 2021 (included), and (ii) the Revolving Period End Date.

**“Revolving Period Early Termination Event” (“Evento de Terminación Anticipada del Periodo Recarga”)** means the occurrence of any of the following events on any Determination Date:

- (i) On each of the two Determination Dates immediately preceding the two (2) immediately preceding Payment Dates, the Outstanding Balance of the Non-Defaulted Receivables shall have been less than 90.00% of the Principal Amount Outstanding of the Notes; or
- (ii) the Cumulative Loss Ratio as at the immediately preceding Determination Date is equal to or greater than 1.30%; or
- (iii) the three month average Delinquency Ratio as of the preceding Determination Date is more than 5%; or
- (iv) the Cash Reserve is not funded up to the Target Cash Reserve Amount after paying or retaining the relevant amounts required to be paid or retained in priority by the Fund on such date in accordance with the Pre-Enforcement Priority of Payments; or
- (v) an Insolvency Event occurs in respect of the Seller; or
- (vi) the Seller breaches any of its obligations under any transaction document (unless such breach is remedied within the earlier of five (5) Business Days or the following Purchase Date); or
- (vii) Santander Consumer ceases to perform or is replaced as Servicer of the Receivables, or it fails to comply with any of its obligations established by the Deed of Incorporation or under the Prospectus; or
- (viii) a Swap Counterparty Downgrade Event (as this term is defined in section 4.9.2.1 of the Securities Note) occurs and none of the remedies provided for in the Swap Agreement and described in section 3.4.8.1 of the Additional Information are put in place within the term required thereunder; or
- (ix) the audit reports on the Seller’s annual accounts show qualifications, which in the opinion of the CNMV, could affect the Additional Receivables.

**“Revolving Period End Date” (“Fecha de Terminación del Periodo Recarga”)** means the earlier of of: (i) the Payment Date falling on 20 December 2021 (included), and (ii) the date on which a Revolving Period Early Termination Event has occurred.

**"Risk Factors" ("Factores de Riesgo")** means the description in this Prospectus of the major risk factors linked to the Issuer, the securities and the assets backing the issue.

**"Royal Decree 878/2015" ("Real Decreto 878/2015")** means the Royal Decree 878/2015, of October 2, on compensation, settlement and registration of negotiable securities represented through book entries (as amended).

**"Royal Decree 1310/2015" ("Real Decreto 1310/2015")** Royal Decree 1310/2005 of 4 November partly implementing Securities Market Law 24/1988 of 28 July in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose.

**"Santander Consumer"** means SANTANDER CONSUMER, E.F.C., S.A.

**"Santander Consumer Policies" ("Políticas de Santander Consumer")** means Santander Consumer's usual procedures of analysis and assessment of the credit risk as regards the granting of loans to natural persons or legal person for the purchase of new and used vehicles, described in section 2.2.7 of the Additional Information.

**"SCF"** means SANTANDER CONSUMER FINANCE, S.A.

**"Screen Page" (Pantalla)** means the Bloomberg Page where the Reference Rate is published on.

**"Securities Act" ("Ley de Valores")** means the United States Securities Act of 1933, as amended.

**"Securities Market Act" ("Ley del Mercado de Valores")** means the consolidated text of the Securities Market Act approved by Legislative Royal Decree 4/2015 of 23 October (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores*).

**"Securities Note" ("Nota de Valores")** means the securities note in this Prospectus, prepared using the outline provided in Annex 15 of the Prospectus Delegated Regulation.

**"Seller" or "Originator" ("Cedente" u "Originador")** means Santander Consumer.

**"Seller Loan"** means a loan that, following the occurrence of a Regulatory Call Event, the Seller may elect to advance to the Issuer, for an amount equal to the Redemption Price due to a Regulatory Call Event, to be applied by the Issuer in order to redeem the relevant classes of Notes (in whole but not in part) in accordance with section 4.9.2.3 of the Securities Note.

**"Seller Loan Redemption Amount" ("Importe de Amortización del Préstamo del Cedente")** means the amount calculated with reference to the Payment Date immediately preceding the Regulatory Call Early Redemption Date that is equal to (i) the Final Repurchase Price, plus (ii) outstanding amount of the Cash Reserve, less (iii) the Principal Amount Outstanding of the Class A Notes and the Class B Notes after application of the first particular item of the Pre-Enforcement Priority of Payments.

**"Sequential Redemption Period" ("Periodo de Amortización Secuencial")** means the period starting from (and including) the Payment Date immediately following the occurrence of a Subordination Event, and ending on (an including) the earlier of (i) the Legal Maturity Date; (ii) the Payment Date on which the Rated Notes will be redeemed in full; or (iii) the Early Liquidation Date.

**"Servicer" ("Administrador")** means Santander Consumer.

**“Servicer’s Fee” (“Comisión del Administrador”)** means the fees that the Servicer has the right to receive as consideration for being in charge of the custody, administration and management of the Loans.

**“Servicing Policies” (“Políticas de Gestión”)** means the servicing and management policies usually applied by the Servicer in relation to the Receivables, as amended from time to time.

**“Special Securitisation Report on the Preliminary Portfolio” (“Informe de Especial de Titulización sobre la Cartera Preliminar”)** means the report issued by EY for the purposes of article 22 of the EU Securitisation Regulation on certain features and attributes of a sample of the 461 selected loans, including verification of (i) the accuracy of the data disclosed in the stratification tables included in section 2.2.2.1 of the Additional Information, (ii) the fulfilment of the Eligibility Criteria set forth in section 2.2.2.2.3 of the Additional Information, and (iii) the CPR tables included in section 4.10 of the Securities Notes.

**“SR Repository” (“Registro SR”)** means a securitisation repository registered under article 10 of the EU Securitisation Regulation and appointed by the Reporting Entity for the securitisation transaction as described in this Prospectus.

**“SSPE”** means securitisation special purpose entity for the purposes of EU Securitisation Report.

**“STS Notification” (“Notificación STS”)** means the STS notification to be submitted by the Originator to ESMA in accordance with article 27 of the EU Securitisation Regulation.

**“STS-Securitisation” (“Titulización-STS”)** means simple, transparent and standardised securitisations according to the EU Securitisation Regulation.

**“STS Verification” (“Verificación STS”)** means the assessment of the compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation prepared by PCS.

**“Subscribers” (“Entidades Suscriptoras”)** means SCF, as subscriber of the Class A Notes and part of the Class B Notes, and Santander Consumer, as subscriber of (i) the Class B Notes, and (ii) Class C Notes, Class D Notes, Class E Notes and Class F Notes not placed among qualified investors by the Lead Manager.

**“Subsequent Fitch Ratings” (“Ratings Fitch Posterior”)** means the ratings agreed under the Swap Agreement as Subsequent Fitch Ratings for Fitch, which will depend on the ratings allocated by Fitch to the Swap Counterparty from time to time.

**“Subordinated Loan Agreement” (“Contrato de Préstamo Subordinado”)** means the subordinated loan agreement for an amount of FOUR MILLION EUROS (€4,000,000) to be entered into by the Management Company, for and on behalf of the Fund, and Santander Consumer, to be used for the purposes of financing the expenses incurred in the incorporation of the Fund and issue of the Notes, as well as the amount of interest accrued and not due of the Initial Receivables before the Date of Incorporation (with an estimation for the Preliminary Portfolio of or slightly lower than TWO MILLION FIVE HUNDRED THOUSAND EUROS (€ 2,500,000)).

**“Subordinated Loan Provider” (“Proveedor del Préstamo Subordinado”)** means SCF.

**“Subordination Events” (“Eventos de Subordinación”)** means the occurrence of any of the following events in respect of any Determination Date prior to the Legal Maturity Date, or the Early Redemption of the Notes:

- (i) an Insolvency Event occurs in respect of the Seller; or
- (ii) the Cumulative Loss Ratio, as at the immediately preceding Determination Date, is equal or higher than 1.30%; or
- (iii) the three-month average Delinquency Ratio as of the preceding Determination Date is higher than 5%; or
- (iv) the cumulative Defaulted Receivables are equal or higher than 100% of the sum of the Outstanding Principal Amount of the Class D Notes, Class E Notes and the Class F Notes at the Date of Incorporation; or
- (v) the Outstanding Principal of the Receivable comprised in the Aggregate Portfolio arising from Loans granted to the same Borrower, as at the immediately preceding Determination Date, is equal to, or greater than 2% of the Outstanding Principal of the Aggregate Portfolio; or
- (vi) the Seller defaults in the performance or observance of any of its obligations under any of the Transaction Documents to which it is a party (unless such defaults is remedied within the earlier of five (5) Business Days or the following Purchase Date; or
- (vii) an Event of Replacement of the Servicer (as this term is defined in section 3.4.2.1 of the Additional Information) occurs; or
- (viii) a Swap Counterparty Downgrade Event (as this term is defined in section 4.9.2.1 of the Securities Note) occurs and none of the remedies provided for in the Swap Agreement and described in section 3.4.8.1 of the Additional Information are put in place within the timeframe required thereunder; or
- (ix) a Clean-Up Call Event occurs.

**"Subscription Date" ("Fecha de Suscripción")** means 17 October 2019.

**"Subscription Period" ("Periodo de Suscripción")** means 17 October 2019 from 10:00 CET to 12:00 CET.

**"Swap Agreement" ("Contrato de Cobertura")** means the swap agreement entered into on the Date of Incorporation between the Management Company, in the name and on behalf of the Fund, and the Swap Counterparty in the form of an International Swaps and Derivatives Association 1992 Master Agreement (Multicurrency – Cross Border), together with the relevant Schedule, Credit Support Annex and confirmation hereunder, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental hereto.

**"Swap Calculation Agent" ("Agente de Cálculo del Swap")** means BANCO SANTANDER, S.A.

**"Swap Collateral Account" ("Cuenta de Swap Collateral")** means the euro denominated account established in the name of the Fund, or such other substitute account as may be opened in accordance with the Reinvestment Agreement.

**"Swap Counterparty" ("Contrapartida del Swap")** means BANCO SANTANDER, S.A.

**"Swap Counterparty Downgrade Event" ("Evento de Descenso de Calificación de Contrapartida del swap")** means the circumstance that the Swap Counterparty or its credit support provider pursuant to the Swap Agreement (as applicable) ceases to have the initial or subsequent rating threshold foreseen in the Swap Agreements.

**"Swap Required Ratings" ("Ratings Requeridos Swap")** means the Fitch Required Ratings and the DBRS' Required Ratings.

**"Target Cash Reserve Amount" ("Importe Requerido del Fondo de Reserva")** means an amount equal to an amount equal to FIVE MILLION FOUR HUNDRED AND FIFTY-FIVE THOUSAND EUROS (€ 5,455,000), equivalent to 1.00% of the initial amount of Class A, B, C, D and E Notes to be credited in the Treasury Account.

**“Target Commingling Reserve Amount” (“Importe Requerido de la Reserva”)** means an amount equal to 1.15x the principal amount of the Receivables collected in the preceding month to be credited in the Commingling Reserve Account following the occurrence of a Commingling Reserve Trigger Event.

**“TARGET2 Business Day” (“Día Hábil TARGET2”)** means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET2) is open.

**“Tax Call Event” (Opción de Compra por un Cambio Fiscal”)** means the event by virtue of which the Seller has the option to (but not the obligation) to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) and hence repurchase at its own discretion all outstanding Receivables, when the Fund is or becomes at any time required by law to deduct or withhold, in respect of any payment under any of the Notes, any present or future taxes, levies or governmental charges, regardless of their nature, which are imposed under any applicable legal system or in any country with competent jurisdiction, or for the account of, any political subdivision thereof or government agency authorised to levy taxes.

**“Third Party Verification Agent (STS)” (“Tercero Verificador”)** means PCS.

**“Transaction Documents” (“Documentos de la Operación”)** means the Deed of Incorporation, The Subordinated Loan Agreement; the Reinvestment Agreement; the Management, Placement and Subscription Agreement; the Paying Agent Agreement; the Seller Loan (if any), and the Swap Agreement.

**“Transfer Tax and Stamp Duty Act” (“Ley del Impuesto sobre Transmisión y Actos Jurídicos Documentados”)** means the consolidated text of the Transfer Tax and Stamp Duty Act approved by Legislative Royal Decree 1/1993 of 24 September.

**“Transparency Template Effective Date” (“Fecha de Efectividad de las Plantillas de Transparencia”)** means the date designated as such by agreement between the Reporting Entity and the Management Company, on behalf of the Fund, which will be as soon as reasonably possible once the final disclosure templates for the purpose of compliance with article 7 of the Securitisation Regulation become applicable under the relevant Commission Delegated Regulation.

**“Treasury Account” (“Cuenta de Tesorería”)** means the account to be opened with SCF in the name of the Fund by the Management Company, the operation of which will be covered by the Reinvestment Agreement.

**“U.S. Risk Retention Rules”** means the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934, as amended.

**“Used Vehicles” (“Vehículos Usados”)** means vehicles with an age, since registration, of more than twelve (12) months.

**“VAT Act” (“Ley del IVA”)** means the Law 37/1992, of 28 December, on Value Added Tax.

**“Volcker Rule”** means section 619 of the U.S. Dodd-Frank Act and the corresponding implementing rules.