



Santander International Debt, S.A. Unipersonal

(incorporated with limited liability in Spain)

and

Santander Issuances, S.A. Unipersonal

(incorporated with limited liability in Spain)

guaranteed by

Banco Santander, S.A.

(incorporated with limited liability in Spain)

€32,000,000,000 PROGRAMME FOR THE ISSUANCE OF DEBT INSTRUMENTS

This document (the "**Base Prospectus**") constitutes two base prospectuses for the purposes of Article 5.4 of the Directive 2003/71/EC (the "**Prospectus Directive**") (i) a base prospectus relating to instruments (the "**Instruments**") issued under the programme described herein (the "**Programme**") by Santander International Debt, S.A. Unipersonal ("**Santander International**") and Santander Issuances, S.A. Unipersonal ("**Santander Issuances**") and, together with Santander International, the "**Issuers**" (each an "**Issuer**") and guaranteed by Banco Santander, S.A. ("**Banco Santander**", the "**Guarantor**" or the "**Bank**"); and (ii) a base prospectus relating to Instruments issued under the Programme by Santander Issuances, S.A. Unipersonal and guaranteed by the Guarantor. The Base Prospectus was approved on 14 November 2008 by the Luxembourg Commission de Surveillance du Secteur Financier (the "**CSSF**"), which is the Luxembourg competent authority for the purpose of the Prospectus Directive and relevant implementing measures in Luxembourg, as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in Luxembourg for the purpose of giving information with regard to the issue of Instruments under the Programme during the period of twelve months after the date hereof. Application has been made for Instruments to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of Markets in Financial Instruments Directive (2004/39/EEC) (an "**EEA Regulated Market**") and to listing on the official list of the Luxembourg Stock Exchange. The Programme also permits Instruments to be issued on the basis that they will be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed with the relevant Issuer.

There are certain risks related to any issue of Instruments under the Programme, which investors should ensure they fully understand (see "Risk Factors" on page 10 of this Base Prospectus).

Potential purchasers should note the statements on pages 80-90 regarding the tax treatment in Spain of income obtained in respect of the Instruments and the disclosure requirements imposed by Law 13/1985 of 25 May 1985, as amended, on the relevant Issuer and the Guarantor relating to the identity and country of residence of holders of Instruments. In particular, payments on the Instruments may be subject to Spanish withholding tax if certain information regarding holders is not received by the relevant Issuer and the Guarantor in a timely manner.

Arrangers for the Programme
BANCO SANTANDER, S.A.
MORGAN STANLEY

Dealers

BANC OF AMERICA SECURITIES LIMITED
BNP PARIBAS
COMMERZBANK CORPORATES & MARKETS
DEUTSCHE BANK
HSBC
MERRILL LYNCH INTERNATIONAL
NOMURA INTERNATIONAL PLC
SOCIÉTÉ GÉNÉRALE CORPORATE
& INVESTMENT BANKING

BARCLAYS CAPITAL
CITI
CREDIT SUISSE
GOLDMAN SACHS INTERNATIONAL
J.P. MORGAN
MORGAN STANLEY
SANTANDER GLOBAL BANKING & MARKETS
THE ROYAL BANK OF SCOTLAND

UBS INVESTMENT BANK

14 November 2008

The Base Prospectus should be read and construed together with any supplements thereto and with any other documents incorporated by reference therein and, in relation to any Tranche (as defined herein) of Instruments, should be read and construed together with the relevant Final Terms (as defined herein).

The Issuers and the Guarantor have confirmed to the Dealers that the Base Prospectus (together with the relevant Final Terms (each “**Final Terms**”) referred to herein) contains all such information as investors and their professional advisers would reasonably require, and reasonably expect to find, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuers and the Guarantor and of the rights attaching to the relevant Instruments.

Neither the Issuers nor the Guarantor has authorised the making or provision of any representation or information regarding the Issuers, the Guarantor, and the companies whose accounts are consolidated with those of the Guarantor (together, the “**Group**”) or the Instruments other than as contained or incorporated by reference in the Base Prospectus, in the Dealership Agreement (as defined herein), in any other document prepared in connection with the Programme or any Final Terms or as approved for such purpose by either of the Issuers or (where applicable) the Guarantor. Any such representation or information should not be relied upon as having been authorised by the Issuers, the Guarantor, the Dealers or any of them.

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates make any representation or warranty or accept any responsibility, as to the accuracy or completeness of the information contained in the Base Prospectus. Neither the delivery of the Base Prospectus or any Final Terms nor the offering, sale or delivery of any Instrument shall create, in any circumstances, any implication that there has been no adverse change in the financial situation either of the Issuers or the Guarantor or the Group since the date hereof or, as the case may be, the date upon which the Base Prospectus has been most recently amended or supplemented or the balance sheet date of the most recent financial statements which are deemed to be incorporated into the Base Prospectus by reference. The distribution of the Base Prospectus and any Final Terms and the offering, sale and delivery of the Instruments in certain jurisdictions may be restricted by law. Persons into whose possession the Base Prospectus or any Final Terms come are required by the Issuers, the Guarantor and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of the Base Prospectus or any Final Terms and other offering material relating to the Instruments, see “The Instruments — paragraph 5.2 (*Plan of Distribution and Allotment*)”. In particular, Instruments have not been and will not be registered under the United States Securities Act of 1933 (as amended) and may include Instruments in bearer form which are subject to U.S. tax law requirements. Subject to certain exceptions, Instruments may not be offered, sold or delivered within the United States or to U.S. persons.

Neither the Base Prospectus nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Instruments and should not be considered as a recommendation by the Issuers, the Guarantor, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Instruments. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuers and the Guarantor.

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF INSTRUMENTS, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE APPLICABLE FINAL TERMS MAY OVER-ALLOT INSTRUMENTS OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE INSTRUMENTS AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON

BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF INSTRUMENTS IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF INSTRUMENTS AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF INSTRUMENTS. Any stabilising action or over-allotment must be conducted by the Stabilising Manager(s) (or persons acting on behalf of the Stabilising Manager(s)) in accordance with all applicable laws and rules.

There are certain risks relating to an investment in the Instruments. See “Risk Factors”.

References herein to “Conditions” are to the Terms and Conditions of the Instruments.

All references in this Base Prospectus to “\$”, “U.S. \$” or “U.S. dollars” are to United States dollars, references to “**Sterling**” and “**£**” are to pounds sterling and references to “**euro**”, “**EUR**” and “**€**” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on European Union, as amended.

For the avoidance of doubt, uniform resource locators (“**URLs**”) given in respect of web-site addresses in the Base Prospectus are inactive textual references only and it is not intended to incorporate the contents of any such web sites into this Base Prospectus nor should the contents of such web sites be deemed to be incorporated into this Base Prospectus.

TABLE OF CONTENTS

	Page
SUMMARY.....	1
RISK FACTORS	10
Risks Relating to the Issuers and the Guarantor	10
Risks Relating to Group Operations	10
Risks Relating to Latin America.....	16
Risks Relating to the Instruments	17
DESCRIPTION OF THE PROGRAMME.....	24
THE ISSUERS	25
1 PERSONS RESPONSIBLE	25
1.1 All persons responsible for the information given in the Base Prospectus relating to the issuer and, as the case may be, for certain parts of it, with, in the latter case, an indication of such parts. In the case of natural persons including members of the issuer’s administrative, management or supervisory bodies indicate the name and function of the person; in case of legal persons indicate the name and registered office.	25
1.2 A declaration by those responsible for the base prospectus that, having taken all reasonable care to ensure that such is the case the information contained in the base prospectus relating to the issuer is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. As the case may be, declaration by those responsible for certain parts of the base prospectus that, having taken all reasonable care to ensure that such is the case, the information contained in the part of the base prospectus for which they are responsible is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import	25
2 STATUTORY AUDITORS.....	25
2.1 Names and addresses of the issuer’s auditors for the period covered by the historical financial information (together with their membership in a professional body)	25
2.2 If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, details if material.	25
3 SELECTED FINANCIAL INFORMATION	25
3.1 Selected historical financial information regarding the issuer, presented, for each financial year for the period covered by the historical financial information, and any subsequent interim financial period, in the same currency as the financial information. The selected historical financial information must provide key figures that summarise the financial condition of the issuer	25
3.2 If selected financial information for interim periods is provided, comparative data from the same period in the prior financial year must also be provided, except that the requirement for comparative balance sheet data is satisfied by presenting the year end balance sheet information.	26
4 RISK FACTORS	
Prominent disclosure of risk factors that may affect the issuer’s ability to fulfil its obligations under the securities to investors in a section headed “Risk Factors” in the Base Prospectus	26
5 INFORMATION ABOUT THE ISSUER	26
5.1 History and development of the issuer	26
5.1.1 the legal and commercial name of the issuer.....	26
5.1.2 the place of registration of the issuer and its registration number	26

5.1.3	the date of incorporation and the length of life of the issuer, except where indefinite	26
5.1.4	the domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office).	27
5.1.5	any recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer's solvency.	27
5.2	Investments	27
5.2.1	A description of the principal investments made since the date of the last published financial statements	27
5.2.2	Information concerning the issuer's principal future investments, on which its management bodies have already made firm commitments	27
5.2.3	Information regarding the anticipated sources of funds needed to fulfil commitments referred to in item 5.2.2	27
6	BUSINESS OVERVIEW	27
6.1	Principal activities.	27
6.1.1	A description of the issuer's principal activities stating the main categories of products sold and/or services performed; and	27
6.1.2	an indication of any significant new products and/or activities	27
6.2	Principal markets: A brief description of the principal markets in which the issuer competes	27
6.3	The basis for any statements made by the issuer regarding its competitive position	27
7	ORGANISATIONAL STRUCTURE.	27
7.1	If the issuer is part of a group, a brief description of the group and of the issuer's position within it	27
7.2	If the issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence	28
8	TREND INFORMATION	28
8.1	Include a statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements	28
8.2	Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the issuer's prospects for at least the current financial year	28
9	PROFIT FORECASTS OR ESTIMATES	28
9.1	If an issuer chooses to include a profit forecast or a profit estimate, the base prospectus must contain the information items 9.1 and 9.2	28
9.2	A statement setting out the principal assumptions upon which the issuer has based its forecast, or estimate	28
9.3	A report prepared by independent accountants or auditors must be included stating that in the opinion of the independent accountants or auditors the forecast or estimate has been properly compiled on the basis stated and that the basis of accounting used for the profit forecast or estimate is consistent with the accounting policies of the issuer	28
9.4	The profit forecast or estimate must be prepared on a basis comparable with the historical financial information.	28
10	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES	28

10.1	Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer:	
	(a) members of the administrative, management or supervisory bodies;	
	(b) partners with unlimited liability, in the case of a limited partnership with a share capital.	28
10.2	Administrative, Management, and Supervisory bodies conflicts of interests: Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 10.1 and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, make a statement to that effect.	29
11	BOARD PRACTICES.	29
11.1	Details relating to the issuer's audit committee, including the names of committee members and a summary of the terms of reference under which the committee operates.	29
11.2	A statement as to whether or not the issuer complies with its country of incorporation's corporate governance regime(s). In the event that the issuer does not comply with such a regime a statement to that effect must be included together with an explanation regarding why the issuer does not comply with such regime.	29
12	MAJOR SHAREHOLDERS.	29
12.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.	29
12.2	A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer.	30
13	FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES.	30
13.1	Historical financial information: Audited historical financial information covering the latest 2 financial years (or such shorter period that the issuer has been in operation), and the audit report in respect of each year. Such financial information must be prepared according to Regulation (EC) No 1606/2002, or if not applicable to a Member States national accounting standards for issuers from the Community.	30
13.2	Financial statements: If the issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the base prospectus.	32
13.3	Auditing of historical annual financial information.	32
	13.3.1 A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers must be reproduced in full and the reasons given.	32
	13.3.2 An indication of other information in the base prospectus which has been audited by the auditors.	32
	13.3.3 Where financial data in the base prospectus is not extracted from the issuer's audited financial statements state the source of the data and state that the data is un-audited.	32
13.4	Age of latest financial information.	32
	13.4.1 The last year of audited financial information may not be older than 18 months from the date of the base prospectus.	32

13.5	Interim and other financial information.	32
13.5.1	If the issuer has published quarterly or half yearly financial information since the date of its last audited financial statements, these must be included in the base prospectus. If the quarterly or half yearly financial information has been reviewed or audited the audit or review report must also be included. If the quarterly or half yearly financial information is un-audited or has not been reviewed state that fact.	32
13.5.2	If the base prospectus is dated more than nine months after the end of the last audited financial year, it must contain interim financial information, covering at least the first six months of the financial year. If the interim financial information is un-audited state that fact	33
13.6	Legal and arbitration proceedings: Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement	34
13.7	Significant change in the issuer's financial or trading position: A description of any significant change in the financial or trading position of the issuer which has occurred since the end of the last financial period for which either audited financial information or interim financial information have been published, or an appropriate negative statement.	34
14	ADDITIONAL INFORMATION	34
14.1	Share Capital.	34
14.1.1	The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics, the part of the issued capital still to be paid up, with an indication of the number, or total nominal value, and the type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.	34
14.2	Memorandum and Articles of Association.	34
14.2.1	The register and the entry number therein, if applicable, and a description of the issuer's objects and purposes and where they can be found in the memorandum and articles of association.	34
15	MATERIAL CONTRACTS.	35
15.1	A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation to security holders in respect of the securities being issued.	35
16	THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST	35
16.1	Where a statement or report attributed to a person as an expert is included in the Base Prospectus, provide such person's name, business address, qualifications and material interest if any in the issuer. If the report has been produced at the issuer's request a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part of the Base Prospectus	35
16.2	Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, the issuer shall identify the source(s) of the information	35

17	DOCUMENTS ON DISPLAY	35
17.1	A statement that for the life of the base prospectus the following documents (or copies thereof), where applicable, may be inspected.	35
	THE GUARANTOR	36
1	PERSONS RESPONSIBLE	36
1.1	All persons responsible for the information given in this Base Prospectus relating to the guarantor and, as the case may be, for certain parts of it, with, in the latter case, an indication of such parts. In the case of natural persons including members of the issuer's administrative, management or supervisory bodies indicate the name and function of the person; in case of legal persons indicate the name and registered office.	36
1.2	A declaration by those responsible for this Base Prospectus that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus relating to the guarantor is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. As the case may be, declaration by those responsible for certain parts of this Base Prospectus that, having taken all reasonable care to ensure that such is the case, the information contained in the part of this Base Prospectus for which they are responsible is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import	36
2	STATUTORY AUDITORS	36
2.1	Names and addresses of the guarantor's auditors for the period covered by the historical financial information (together with their membership in a professional body).	36
2.2	If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, details if material.	36
3	SELECTED FINANCIAL INFORMATION	36
3.1	If selected financial information for interim periods is provided, comparative data from the same period in the prior financial year must also be provided, except that the requirement for comparative balance sheet data is satisfied by presenting the year end balance sheet information.	37
4.	RISK FACTORS	37
4.1	Prominent disclosure of risk factors that may affect the guarantor's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors" in the Base Prospectus	37
5	INFORMATION ABOUT THE GUARANTOR.	37
5.1	History and development of the guarantor	37
5.1.1	Legal and trading name of the guarantor	37
5.1.2	The place of registration of the guarantor and its registration number.	38
5.1.3	The date of incorporation and the length of life of the guarantor, except where indefinite	38
5.1.4	The domicile and legal form of the guarantor, the legislation under which the guarantor operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office).	38
5.1.5	Any recent events particular to the guarantor which are to a material extent relevant to the evaluation of the guarantor's solvency.	38

6	BUSINESS OVERVIEW	43
6.1	Principal activities.	43
6.1.1	A brief description of the guarantor's principal activities stating the main categories of products sold and/or services performed	43
6.1.2	An indication of any significant new products and/or activities	58
6.1.3	Principal markets: A brief description of the principal markets in which the guarantor competes	60
7	ORGANISATIONAL STRUCTURE.	61
7.1	If the guarantor is part of a group, a brief description of the group and of the guarantor's position within it.	61
7.2	If the guarantor is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence	61
8	TREND INFORMATION	62
8.1	Include a statement that there has been no material adverse change in the prospects of the guarantor since the date of its last published audited financial statements. In the event that the guarantor is unable to make such a statement, provide details of this material adverse change	62
8.2	Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the guarantor's prospects for at least the current financial year	62
9	PROFIT FORECASTS OR ESTIMATES	63
9.1	A statement setting out the principal assumptions upon which the guarantor has based its forecast, or estimate. There must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies; be readily understandable by investors; be specific and precise; and not relate to the general accuracy of the estimates underlying the forecast.	63
9.2	A report prepared by independent accountants or auditors stating that in the opinion of the independent accountants or auditors the forecast or estimate has been properly compiled on the basis stated and that the basis of accounting used for the profit forecast or estimate is consistent with the accounting policies of the guarantor.	63
9.3	The profit forecast or estimate must be prepared on a basis comparable with the historical financial information.	63
10	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES	63
10.1	Names, business addresses and functions in the guarantor of the following persons, and an indication of the principal activities performed by them outside the guarantor where these are significant with respect to the guarantor	63
10.2	Administrative, management, and supervisory bodies conflicts of interests. Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 9.1 and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, make a statement to that effect.	66
11	BOARD PRACTICES	67
11.1	Details relating to the guarantor's audit committee, including the names of committee members and a summary of the terms of reference under which the committee operates. ..	67

11.2	A statement as to whether or not the guarantor complies with its country of incorporation's corporate governance regime(s). In the event that the guarantor does not comply with such a regime a statement to that effect must be included together with an explanation regarding why the issuer does not comply with such regime.	67
12	MAJOR SHAREHOLDERS	67
12.1	To the extent known to the guarantor, state whether the guarantor is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.	67
12.2	A description of any arrangements, known to the guarantor, the operation of which may at a subsequent date result in a change in control of the guarantor.	67
13	FINANCIAL INFORMATION CONCERNING THE GUARANTOR'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES	67
13.1	Historical financial information: Audited historical financial information covering the latest 2 financial years (or such shorter period that the guarantor has been in operation), and the audit report in respect of each year. Such financial information must be prepared according to Regulation (EC) No 1606/2002, or if not applicable to a Member State national accounting standards for issuers from the Community. For third country issuers, such financial information must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. If such financial information is not equivalent to these standards, it must be presented in the form of restated financial statements.	67
13.2	Financial statements: If the guarantor prepares both own and consolidated financial statements, include at least the consolidated financial statements in this Base Prospectus. . .	70
13.3	Auditing of historical annual financial information	70
13.3.1	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers must be reproduced in full and the reasons given	70
13.3.2	An indication of other information relating to the guarantor in this Base Prospectus which has been audited by the auditors.	70
13.3.3	Where financial data in this Base Prospectus is not extracted from the guarantor's audited financial statements state the source of the data and state that the data is unaudited	70
13.4	Age of latest financial information	70
13.4.1	The last year of audited financial information may not be older than 18 months from the date of this Base Prospectus	70
13.5	Interim and other financial information.	70
13.5.1	If the guarantor has published quarterly or half yearly financial information since the date of its last audited financial statements, these must be included in this Base Prospectus. If the quarterly or half yearly financial information has been reviewed or audited the audit or review report must also be included. If the quarterly or half yearly financial information is unaudited or has not been reviewed state that fact	70
13.5.2	If this Base Prospectus is dated more than nine months after the end of the last audited financial year, it must contain interim financial information, covering at least the first six months of the financial year. If the interim financial information is unaudited state that fact	71

13.6	Legal and arbitration proceedings: Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the guarantor is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the guarantor and/or group's financial position or profitability, or provide an appropriate negative statement.	71
13.7	Significant change in the guarantor's financial position: A description of any significant change in the financial position of the group which has occurred since the end of the last financial period for which either audited financial information or interim financial information have been published, or an appropriate negative statement	75
14	ADDITIONAL INFORMATION	75
14.1	Share Capital	75
14.1.1	The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics, the part of the issued capital still to be paid up, with an indication of the number, or total nominal value, and the type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.	75
14.2	Memorandum and Articles of Association.	75
14.2.1	The register and the entry number therein, if applicable, and a description of the guarantor's objects and purposes and where they can be found in the memorandum and articles of association.	75
15	MATERIAL CONTRACTS.	76
15.1	A brief summary of all material contracts that are not entered into in the ordinary course of the guarantor's business, which could result in any group member being under an obligation or entitlement that is material to the guarantor's ability to meet its obligation to security holders in respect of the securities being issued.	76
16	THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST	76
16.1	Where a statement or report attributed to a person as an expert is included in this Base Prospectus, provide such person's name, business address, qualifications and material interest if any in the guarantor. If the report has been produced at the guarantor's request a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part of this Base Prospectus	76
16.2	Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the guarantor is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, the guarantor shall identify the source(s) of the information	76
	THE INSTRUMENTS	77
1	PERSONS RESPONSIBLE	77
1.1	All persons responsible for the information given in the Base Prospectus and, as the case may be, for certain parts of it, with, in the latter case, an indication of such parts. In the case of natural persons including members of the issuer's administrative, management or supervisory bodies indicate the name and function of the person; in case of legal persons indicate the name and registered office	77

1.2	A declaration by those responsible for the Base Prospectus that, having taken all reasonable care to ensure that such is the case, the information contained in the Base Prospectus is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. As the case may be, declaration by those responsible for certain parts of the Base Prospectus that the information contained in the part of the Base Prospectus for which they are responsible is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import	77
2	RISK FACTORS	77
2.1	Prominent disclosure of risk factors that are material to the securities being offered and/or admitted to trading in order to assess the market risk associated with these securities in a section headed “Risk Factors” in the Base Prospectus	77
3	KEY INFORMATION.	77
3.1	Interest of natural and legal persons involved in the issue/offer	77
3.2	Reasons for the offer and use of proceeds.	77
4	INFORMATION CONCERNING THE SECURITIES TO BE OFFERED/ADMITTED TO TRADING.	78
4.1	A description of the type and the class of the securities being offered and/or admitted to trading, including the ISIN (International Security Identification Number) or other such security identification code	78
4.2	Legislation under which the securities have been created	78
4.3	An indication of whether the securities are in registered form or bearer form and whether the securities are in certificated form or book-entry form. In the latter case, name and address of the entity in charge of keeping the records	78
4.4	Currency of the securities issue	78
4.5	Ranking of the securities being offered and/or admitted to trading, including summaries of any clauses that are intended to affect ranking or subordinate the security to any present or future liabilities of the issuer	78
4.6	A description of the rights attached to the securities, including any limitations of those rights, and procedure for the exercise of those rights	79
4.7	The nominal interest rate and provisions relating to interest payable.	79
4.8	Maturity date and arrangements for the amortisation of the loan, including the repayment procedures. Where advance amortisation is contemplated, on the initiative of the issuer or of the holder, it shall be described, stipulating amortisation terms and conditions	80
4.9	An indication of yield. Describe the method whereby that yield is calculated in summary form	80
4.10	Representation of debt security holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of where the public may have access to the contracts relating to these forms of representation	81
4.11	In the case of new issues, a statement of the resolutions, authorisations and approvals by virtue of which the securities have been or will be created and/or issued	81
4.12	In the case of new issues, the expected issue date of the securities.	81
4.13	A description of any restrictions on the free transferability of the securities.	81
4.14	In respect of the country of registered office of the issuer and the country(ies) where the offer being made or admission to trading is being sought: Information on taxes on the income from the securities withheld at source	81

5	TERMS AND CONDITIONS OF THE OFFER	94
5.1	Conditions, offer statistics, expected timetable and action required to apply for the offer. . .	94
5.1.1	Conditions to which the offer is subject	94
5.1.2	Total amount of the issue/offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer	94
5.1.3	The time period, including any possible amendments, during which the offer will be open and description of the application process	95
5.1.4	A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants	95
5.1.5	Details of the minimum and/or maximum amount of application, (whether in number of securities or aggregate amount to invest)	95
5.1.6	Method and time limits for paying up the securities and for delivery of the securities	95
5.1.7	A full description of the manner and date in which results of the offer are to be made public.	95
5.1.8	The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised	95
5.2	Plan of distribution and allotment	95
5.2.1	The various categories of potential investors to which the securities are offered. If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche .	95
5.2.2	Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made.	97
5.3	Pricing	98
5.3.1	An indication of the expected price at which the securities will be offered or the method of determining the price and the process for its disclosure. Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser	98
5.4	Placing and Underwriting	98
5.4.1	Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the issuer or to the offeror, of the placers in the various countries where the offer takes place	98
5.4.2	Name and address of any paying agents and depository agents in each country	98
5.4.3	Name and address of the entities agreeing to underwrite the issue on a firm commitment basis, and name and address of the entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements. Indication of the material features of the agreements, including the quotas. Where not all of the issue is underwritten, a statement of the portion not covered. Indication of the overall amount of the underwriting commission and of the placing commission.	98
5.4.4	When the underwriting agreement has been or will be reached.	98
5.5	Additional disclosure requirements for Derivative Securities (Annex XII).	98
5.5.1	A clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the underlying instrument(s), especially under the circumstances when the risks are most evident unless the securities have a denomination per unit of at least EUR 50,000 or can only be acquired for at least EUR 50,000 per security.	98

5.5.2	The exercise price or the final reference price of the underlying	99
5.5.3	A statement setting out the type of the underlying and details of where information on the underlying can be obtained.	99
5.5.4	A description of any market disruption or settlement disruption events that affect the underlying	99
5.5.5	Adjustment rules with relation to events concerning the underlying	99
5.5.6	Name and address of a calculation agent.	99
5.5.7	An indication in the Base Prospectus whether or not the issuer intends to provide post-issuance information. Where the issuer has indicated that it intends to report such information, the issuer shall specify in the Base Prospectus what information will be reported and where such information can be obtained	99
6	ADMISSION TO TRADING AND DEALING ARRANGEMENTS	99
6.1	An indication as to whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a regulated market or other equivalent markets with indication of the markets in question. This circumstance must be mentioned, without creating the impression that the admission to trading will necessarily be approved. If known, give the earliest dates on which the securities will be admitted to trading	99
6.2	All the regulated markets or equivalent markets on which, to the knowledge of the issuer, securities of the same class of the securities to be offered or admitted to trading are already admitted to trading	99
6.3	Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment	100
7	ADDITIONAL INFORMATION	100
7.1	If advisors connected with an issue are mentioned in the Base Prospectus, a statement of the capacity in which the advisors have acted	100
7.2	An indication of other information in the Base Prospectus which has been audited or reviewed by statutory auditors and where auditors have produced a report. Reproduction of the report or, with permission of the competent authority, a summary of the report.	100
7.3	Where a statement or report attributed to a person as an expert is included in the Base Prospectus, provide such persons' name, business address, qualifications and material interest if any in the issuer. If the report has been produced at the issuer's request a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part of the Base Prospectus	100
7.4	Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, identify the source(s) of the information	100
7.5	Credit ratings assigned to an issuer or its debt 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.	100

TERMS AND CONDITIONS OF THE INSTRUMENTS	101
PRO FORMA FINAL TERMS	166
GUARANTEE BUILDING BLOCK.	184
1 NATURE OF THE GUARANTEE.	184
1.1 A description of any arrangement intended to ensure that any obligation material to the issue will be duly serviced, whether in the form of guarantee, surety, Keep well Agreement, Mono-line Insurance policy or other equivalent commitment (hereafter referred to generically as “guarantees” and their provider as “guarantor” for convenience)	184
2 SCOPE OF THE GUARANTEE.	184
2.1 Details shall be disclosed about the terms and conditions and scope of the guarantee. Without prejudice to the generality of the foregoing, these details should cover any conditionality on the application of the guarantee in the event of any default under the terms of the security and the material terms of any Mono-line Insurance or Keep well Agreement between the issuer and the guarantor. Details must also be disclosed of any guarantor’s power of veto in relation to changes to the security holder’s rights, such as is often found in Mono-line Insurance . . .	184
FORM OF SENIOR GUARANTEE	185
FORM OF SUBORDINATED GUARANTEE	191

SUMMARY

This summary must be read as an introduction to the Base Prospectus. Any decision to invest in any Instruments issued under the Programme should be based on a consideration of the Base Prospectus as a whole, including the documents incorporated by reference, by any investor. No civil liability attaches to the persons responsible for this summary in any Member State of the European Economic Area which has implemented the Prospectus Directive solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus, including any information incorporated by reference. Where a claim relating to information contained in the Base Prospectus is brought before a court in an EEA State, the plaintiff may, under the national legislation of the EEA State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

The Base Prospectus has been approved by the Luxembourg Commission de Surveillance du Secteur Financier (the “CSSF”), which is the Luxembourg competent authority for the purpose of Directive 2003/71/EC (the “Prospectus Directive”) and relevant implementing measures in Luxembourg, as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in Luxembourg for the purpose of giving information with regard to the Instruments during the period of twelve months after the date hereof. Application has been made for Instruments to be admitted to Listing and trading on the regulated market of the Luxembourg Stock Exchange.

Information relating to the Issuers

Issuer of Senior Instruments:	Santander International Debt, S.A. Unipersonal, a wholly-owned subsidiary of the Guarantor, was incorporated by a public deed on 21 April 2004, and registered in the Mercantile Registry of Madrid on 5 May 2004.
Issuer of Subordinated Instruments:	<p>Santander Issuances, S.A. Unipersonal, a wholly-owned subsidiary of the Guarantor, was incorporated by a public deed executed on 27 February 2004, and registered in the Mercantile Registry of Madrid on 2 March 2004.</p> <p>Each of the Issuers was incorporated in Spain as a private limited liability company (<i>sociedad anónima</i>) under the <i>Ley de Sociedades Anónimas</i> (Spanish companies law) for an unlimited duration.</p>
Business:	<p>The exclusive object of Santander International Debt, S.A. Unipersonal is to issue ordinary or senior debt with the guarantee of Banco Santander, S.A.</p> <p>The exclusive object of Santander Issuances, S.A. Unipersonal is to issue subordinated debt with the guarantee of Banco Santander, S.A.</p>
Registered Office of the Issuers:	The registered office address and telephone number of each of the Issuers is Ciudad Grupo Santander, Avenida de Cantabria s/n, Ciudad Grupo Santander, 28660 Boadilla del Monte, Madrid, Spain. Telephone: +34 91 257 20 59.
Auditors:	The auditors of each of the Issuers and the Guarantor is Deloitte, S.L. whose address is at Plaza Pablo Ruiz Picasso, 1, 28020 Madrid. The auditors are registered in the official register of auditors under number S-0692. The auditors are members of the <i>Instituto de Censores Jurados de Cuentas de España</i> (Spanish Institute of Certified Public Accountants).

Share Capital:	The share capital of Santander International Debt, S.A. Unipersonal is €180,600 divided into 1,806 ordinary shares with a par value of €100 each and the share capital of Santander Issuances, S.A. Unipersonal is €60,200 divided into 602 ordinary shares with a par value of €100 each. All of the shares of each Issuer are issued and fully paid-up and constitute a single class.
Directors:	The directors of each of the Issuers are: Javier Antón San Pablo, Pablo Roig García Bernalt, José Antonio Soler and Antonio Torío Martín.

Information relating to the Guarantor

Guarantor:	<p>Banco Santander, S.A. (“Banco Santander” the “Guarantor” or the “Bank”) is domiciled in Spain and has the legal form of a limited liability company (<i>sociedad anónima</i>) and its activities are subject to special Spanish legislation governing credit institutions in general and the supervision, control and regulation of Bank of Spain in particular.</p> <p>The Bank was incorporated in Spain and has its registered office at Paseo de Pereda, numbers 9 to 12, Santander. The principal operating headquarters of the Bank is located at Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660 Boadilla del Monte, in the province of Madrid. The telephone number of the principal operating headquarters of the Bank is +34 91 659 6520.</p>
Business:	<p>The Bank and its consolidated subsidiaries (the “Group”) are a financial group operating through a network of offices and subsidiaries across Spain, the United Kingdom, Portugal, other European countries and Latin America, offering a wide range of financial products.</p> <p>The Group operates through 5,976 offices in Continental Europe, 704 in the United Kingdom and 4,498 in Latin America.</p>
Major Shareholders:	The Bank is not aware of any person which exerts or may exert control over the Bank within the terms of Article 4 of <i>Ley 24/1988, de 28 de julio, del Mercado de Valores</i> (Law 24/1988 of 28 July of the Securities Market).
Directors of the Guarantor:	<p>Emilio Botín Sanz de Sautuola y García de los Rios</p> <p>Fernando de Asúa Alvarez</p> <p>Alfredo Sáenz Abad</p> <p>Matías Rodríguez Inciarte</p> <p>Manuel Soto Serrano</p> <p>Assicurazioni Generali, S.p.A. (represented by Antoine Bernheim)</p> <p>Antonio Basagoiti García-Tuñón</p> <p>Ana Patricia Botín-Sanz de Sautuola y O’Shea</p> <p>F. Javier Botín-Sanz de Sautuola y O’Shea</p>

	Lord Terence Burns
	Guillermo de la Dehesa Romero
	Rodrigo Echenique Gordillo
	Antonio Escámez Torres
	Francisco Luzón López
	Abel Matutes Juan
	Juan Rodríguez Inciarte
	Luis Ángel Rojo Duque
	Luis Alberto Salazar-Simpson Bos
	Isabel Tocino Biscarolasaga
Employees:	At 31 December 2007, the Group had 131,819 employees (47,838 in Continental Europe, 16,827 in the United Kingdom and 65,628 in Latin America).
Auditors:	See “ <i>Information relating to the Issuers — Auditors</i> ” above.
Risk Factors:	There are certain risks associated with an investment in the Instruments, as described under “Risk Factors”. Such risks relate to, among other things, each Issuer’s dependence on the Guarantor and the Group in order to fulfil its obligations under the Instruments; risks inherent in the business of the Guarantor and the Group and the industries in which they operate, and risks relating to the nature of the Instruments and to the structure of certain types of Instruments (such as Credit Linked Instruments). Other risks described herein relate to: the risk of suffering a withholding on payments in accordance with Spanish law and surrounding the procedures established for avoiding such withholding; risks relating to the role of the <i>Comisario</i> ; and risks relating to the reclassification of the ranking of claims under the Instruments on an insolvency of the Issuers and/or the Guarantor.
Description of the Programme	
Arrangers:	Banco Santander, S.A. and Morgan Stanley & Co. International plc.
Dealers:	Abbey National Treasury Services plc trading as Santander Global Banking & Markets, Banc of America Securities Limited., Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities Ltd., Merrill Lynch International, Morgan Stanley & Co. International plc, Nomura International, plc, Société Générale, The Royal Bank of Scotland plc and UBS Limited and any other dealer appointed from time to time by the Issuer(s) and the Guarantor either generally in respect of the Programme or in relation to a particular Tranche of Instruments.
Issue and Paying Agent.	The Bank of New York Mellon, London Branch.

Luxembourg Listing Agent and Paying Agent:	The Bank of New York (Luxembourg) S.A.
Programme Amount:	Euro 32,000,000,000 in aggregate principal amount of Instruments outstanding at any one time (or its approximate equivalent in any other currency at the date of the agreement to issue any Tranche of Instruments).
Constitution of Instruments:	The Instruments will be constituted by virtue of the relevant public deed of issuance to be executed and registered with the Mercantile Registry of Madrid on or prior to the issue date.
Guarantee:	The Instruments are guaranteed (on an unsubordinated basis in relation to Senior Instruments and on a subordinated basis in relation to Subordinated Instruments) by the Guarantor. For a description of the Guarantee, see “The Instruments — The Guarantees”.
Issuance in Series:	Instruments will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Instruments of each Series will all be subject to identical terms except that the issue dates and the amount of the first payment of interest may be different in respect of different Tranches. The Instruments of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Instruments of different denominations.
Form of Instruments:	Instruments may be issued in registered form, without interest coupons (“ Registered Instruments ”), or in bearer form, with or without interest coupons (“ Bearer Instruments ”). Bearer Instruments will, unless otherwise specified, only be sold outside the United States to non-U.S. persons in reliance on Regulation S and will, unless otherwise specified in the applicable Final Terms, initially be represented by a Temporary Global Instruments without interest coupons attached, deposited: (a) in the case of a global note which is not intended to be issued in new global note form (a “ Classic Global Note ” or “ CGN ”), as specified in the relevant Final Terms, with or on behalf of a Common Depositary located outside the United States for Euroclear S.A./N.V. (“ Euroclear ”) and Clearstream, Luxembourg (“ Clearstream ”, together with Euroclear, the “ European Clearing Systems ”); or (b) in the case of a global note which is intended to be issued in new global note form (a “ New Global Note ” or “ NGN ”), as specified in the relevant Final Terms, with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Interests in a Temporary Global Instrument will be exchangeable (i) for interests in a permanent global Instrument in bearer form, without coupons (a “ Permanent Global Instrument ”), or (ii) in whole but not in part for definitive Instruments in bearer form (each, a “ Definitive Instrument ”), following certification of non-U.S. beneficial ownership as required by U.S. Treasury regulations. Bearer Instruments may be exchangeable for Registered Instruments. Registered Instruments will not be exchangeable for Bearer Instruments.

Currencies:	Instruments may be denominated in any currency or currencies subject to compliance with all applicable legal and/or regulatory requirements and/or central bank requirements. Payments in respect of Instruments may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Instruments are denominated.
Status of Instruments and the Guarantee:	Senior Instruments and the guarantee in respect of them will constitute unsubordinated and unsecured obligations of Santander International and the Guarantor, respectively, and Subordinated Instruments and the guarantee in respect of them will constitute subordinated and unsecured obligations of Santander Issuances and the Guarantor, respectively, all as described in “The Instruments — Terms and Conditions of the Instruments — Status of the Instruments and the Guarantee”.
Issue Price:	Instruments may be issued at par or at a discount to par or a premium over par and on a fully paid basis, as specified in the relevant Final Terms. The issue price and the principal amount of the relevant tranche of Instruments will be determined before filing of the relevant Final Terms of each tranche on the basis of then prevailing market conditions.
Maturities:	<p>Instruments may be issued with any maturity subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements. Subordinated Instruments qualifying as regulatory capital (<i>recursos propios</i>) in accordance with <i>Banco de España</i> requirements will have a maturity of not less than five years or, in the case of any Instrument that has been issued pursuant to the requirements of Bank of Spain Circular 3/2008 of 22 May (<i>Circular 3/2008, de 22 de Mayo, del Banco de España</i>) for Subordinated Instruments having a maturity of not less than two years (“Short Term Subordinated Instruments”), two years from their date of issue or as otherwise permitted by <i>Banco de España</i>.</p> <p>Where Instruments have a maturity of less than one year and either (a) the issue proceeds are received by the relevant Issuer in the United Kingdom or (b) the activity of issuing the Instruments is carried on from an establishment maintained by the Issuer in the United Kingdom, such Instruments must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the Financial Services and Markets Act 2000 by the relevant Issuer.</p>

Redemption:	Instruments may be redeemable at par or at such other redemption amount (detailed in a formula or otherwise) as may be specified in the relevant Final Terms subject to compliance with all applicable legal and/or regulatory requirements. See “ <i>Maturities</i> ” above in relation to Instruments having a maturity of less than one year.
Early Redemption:	<p>Early redemption will be permitted for taxation reasons as mentioned in “The Instruments — Terms and Conditions of the Instruments — Early Redemption for Taxation Reasons”, but otherwise early redemption will be permitted only to the extent specified in the relevant Final Terms.</p> <p>Any early redemption of Subordinated Instruments (other than Short Term Subordinated Instruments) qualifying as regulatory capital (<i>recursos propios</i>) is subject to the prior consent of <i>Banco de España</i> and may not take place within a period of five years from their date of issue or as otherwise permitted by <i>Banco de España</i> and they may not be redeemed at the option of the holder of the relevant Instruments (the “Holder”) prior to their stated maturity.</p> <p>Short Term Subordinated Instruments may not be redeemed until two years after the issue date (or otherwise as permitted by applicable law) and such redemption is subject to the prior consent of the <i>Banco de España</i>.</p> <p>Subordinated Instruments may not be redeemed at the option of the Holder prior to their stated maturity.</p>
Index-linked Instruments:	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of index-linked Instruments will be calculated by reference to such index and/or formula as the relevant Issuer and the relevant Dealer(s) may agree (as indicated in the relevant Final Terms).
Interest:	Instruments are interest-bearing. Interest may accrue at a fixed or floating rate or other variable rate and may vary during the lifetime of the relevant Series.
Denominations:	Save as set out below, instruments will be issued in such denominations as may be specified in the relevant Final Terms, subject to a minimum denomination of €1,000 (or, if the Instruments are denominated in a currency other than Euro, the equivalent in another currency at the date of issue), and as specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Taxation:	<p>Save as described below, all amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Instruments, the Receipts and the Coupons, the Senior Guarantee and the Subordinated Guarantee by an Issuer or the Guarantor (as the case may be) will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Spain or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the relevant Issuer or (as the case may be) the Guarantor shall pay such additional amounts as will result in receipt by the holder of any Instrument or Coupon of such amounts as would have been received by them had no such withholding or deduction been required.</p> <p>Neither the relevant Issuer nor the Guarantor shall be required to pay any such additional amounts as referred to above in relation to any payment in respect of any Instrument or Coupon in the circumstances described in Condition 9.02 of the Terms and Conditions of the Instruments. In particular, prospective Holders of Instruments should note that no such additional amounts are payable to holders of Instruments in respect of whom the relevant Issuer or the Guarantor does not receive such information (which may include a tax residence certificate) concerning such Holder's identity and tax residence as it may require in order to comply with Law 19/2003 of 4 July and any implementing legislation (see Condition 9.02(ii) of the Terms and Conditions of the Instruments) or to, or to the third party on behalf of, individuals resident for tax purposes in the Kingdom of Spain (see Condition 9.02(vi) of the Terms and Conditions of the Instruments).</p>
Disclosure of identity of holders:	<p>Under Spanish Law 13/1985, as amended by Law 19/2003 and Law 23/2005, and Royal Decree 1065/2007 (as more fully described under "The Instruments — Taxation — disclosure of Holder information in connection with interest payments" the Guarantor is obliged to disclose to the Spanish tax and financial supervisory authorities certain information in relation to the identity and residence of the holders of Instruments. For a description of certain agreed procedures in relation to the collection of such details, see "The Instruments — Taxation — Disclosure of Holder information in connection with interest payments". See also "The Instruments — Risk Factors — Risks Relating to Withholding."</p>

Governing Law:	The issue of the Instruments, including their legal nature (<i>obligaciones</i>), the status of the Instruments, the status of the guarantee in respect of them, the capacity of the Issuers, the relevant corporate resolutions, the appointment of the Commissioner and the constitution of the Syndicates of Holders of the Instruments will be governed by Spanish law. The terms and conditions of the Instruments and all related contractual documentation will be governed by English law.
Listing and Admission to Trading:	Each Series may be listed and traded on the regulated market of the Luxembourg Stock Exchange and/or any other listing authority, stock exchange and/or quotation system (each, a “ Stock Exchange ”) (as may be agreed between the relevant Issuer, the Guarantor and the relevant Dealer and specified in the relevant Final Terms) or may be unlisted. Under Spanish law, unlisted Instruments are subject to a different tax regime than that applicable to listed Instruments and, if issued under the Programme, such Instruments will be the subject of a supplement to the Base Prospectus.
Terms and Conditions:	Final Terms will be prepared in respect of each Tranche of Instruments, a copy of which, in the case of Instruments to be listed on any Stock Exchange will be delivered to each relevant Stock Exchange in accordance with the rules and regulations of each relevant Stock Exchange. The terms and conditions applicable to each Tranche will be those set out under “The Instruments — Terms and Conditions of the Instruments” as modified or replaced by the relevant Final Terms.
Negative Pledge:	Applicable to Senior Instruments only. See “Terms and Conditions of the Instruments — Condition 4 (<i>Negative Pledge</i>)”.
Cross Default:	Applicable to Senior Instruments only. See “Terms and Conditions of the Instruments — Events of Default — Cross Default”.
Enforcement of Instruments in Global Form:	In the case of Instruments in global form, individual investors’ rights will be governed by a Deed of Covenant dated 14 November 2008.
Clearing Systems:	Euroclear, Clearstream, Luxembourg and/or, in relation to any Instruments, any other clearing system as may be specified in the relevant Final Terms.
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Instruments see “The Instruments — 5.2 (<i>Plan of distribution and allotment</i>)”. Further restrictions may be specified in the documentation relating to a particular Tranche.
Rule 144A:	Offers and sales in accordance with Rule 144A under the United States Securities Act of 1933 (as amended) will be permitted, if specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory requirements of the United States of America.

Risk Factors:	For a description of certain risks involved in investing in the Instruments, see “ <i>The Instruments — Risk Factors</i> ”. These risks relate to withholding taxes, procedures for the collection of holders’ details, the Comisario, the fact that there is no active trading market for the Instruments and that the Instruments may be redeemed prior to maturity. See also “ <i>Information relating to the Guarantor — Risk Factors</i> ” above.
Representation of holders of the Instruments:	The Holders of Instruments of the relevant Series shall meet in accordance with the regulations governing the relevant Syndicate of Holders of the Instruments (the “ Regulations ”). The Regulations shall contain the rules governing the functioning of each Syndicate and the rules governing its relationship with the relevant Issuer and shall be attached to the relevant Public Deed of Issuance. Pro forma Regulations are included in the Issue and Paying Agency Agreement as defined herein.

RISK FACTORS

Investing in Instruments issued under the Programme involves certain risks. Prospective investors should consider, among other things, the following:

Risks Relating to the Issuers and the Guarantor

The risk factors set out below also relate to the Issuers, as members of the Group.

Each Issuer is a finance vehicle established by the Guarantor for the purpose of issuing Instruments under the Programme and on-lending the proceeds within the Group. Each Issuer is therefore dependent upon other members of the Group paying interest on and repaying their loans in a timely fashion. Should any Group member fail to pay interest on or repay any loan in a timely fashion this could have a material adverse effect on the ability of the Issuer to fulfil its obligations under Instruments issued under the Programme.

Risks Relating to Group Operations

Since the Group's loan portfolio is concentrated in Continental Europe, the United Kingdom and Latin America, adverse changes affecting the Continental European, the United Kingdom or certain Latin American economies could adversely affect the Group's financial condition

The Group's loan portfolio is mainly concentrated in Continental Europe (in particular, Spain), the United Kingdom and Latin America. At 31 December 2007, Continental Europe accounted for approximately 55% of the Group's total loan portfolio (Spain accounted for 34% of the Group's total loan portfolio), while the United Kingdom and Latin America accounted for 33% and 12%, respectively. Therefore, adverse changes affecting the economies of Continental Europe (in particular Spain), the United Kingdom or the Latin American countries where the Group operates would likely have a significant adverse impact on the Group's loan portfolio and, as a result, on its financial condition, cash flows and results of operations.

Some of the Group's business is cyclical and the Group's income may decrease when demand for certain products or services is in a down cycle

The level of income the Group derives from certain of its products and services depends on the strength of the economies in the regions where the Group operates and certain market trends prevailing in those areas. Therefore, negative cycles may adversely affect the Group's income in the future.

A sudden shortage of funds could increase the Group's cost of funding and have an adverse effect on the Group's liquidity and funding

Historically, the Group's principal source of funds has been customer deposits (demand, time and notice deposits). At 31 December 2007, 17.4% of these customer deposits are time deposits in amounts greater than EUR 73,084 (U.S.\$100,000, on an exchange rate of 0.7308). Time deposits have represented 43.5%, 44.2% and 48.9% of total customer deposits at the end of 2005, 2006 and 2007, respectively. Large-denomination time deposits may be a less stable source of deposits than other types of deposits. The loss of market liquidity, triggered by the deterioration of the U.S. sub-prime credit market, continues to affect the supply and cost of liquidity and funding. The effects of the downturn have spread to the global economy, in particular to issuances in wholesale markets (principally asset backed securities) and to availability of liquid resources via the interbank markets. In this context, there can be no assurance that the Group will not incur materially higher funding costs or be required to liquidate certain assets.

The Group is vulnerable to the current disruptions and volatility in the global financial markets as well as to government action intended to alleviate the effects of the current financial crisis

Since August 2007, the global financial system has experienced difficult credit and liquidity conditions and disruptions leading to less liquidity, greater volatility, general widening of spreads and, in some cases, lack of price transparency on interbank lending rates. In September 2008, global financial markets deteriorated sharply following the bankruptcy filing by Lehman Brothers Holdings Inc. In the

days that followed, it became apparent that a number of other major financial institutions, including some of the largest global commercial banks, investment banks, mortgage lenders, mortgage guarantors and insurance companies, were experiencing significant difficulties.

In recent months, there have been runs on deposits at several financial institutions and numerous institutions have sought additional capital. Central banks around the world have coordinated efforts to increase liquidity in the financial markets by taking measures such as increasing the amounts they lend directly to financial institutions, lowering interest rates and significantly increasing temporary reciprocal currency arrangements (or “**swap lines**”).

In an attempt to prevent the failure of the financial system, the U.S. and European governments have intervened on an unprecedented scale. In the United States, the federal government is taking equity stakes in several financial institutions, has announced a programme to guarantee the short-term and certain medium-term debt of financial institutions, has increased consumer deposit guarantees and has brokered the acquisitions of certain struggling financial institutions, among other measures. In the United Kingdom, the government has taken substantial equity interests in some of the country’s largest banks and has announced a preferred equity programme open to all financial institutions and a programme to guarantee short-term and certain medium-term debt of financial institutions, among other measures. In Spain, the government has increased consumer deposit guarantees, announced a programme to guarantee the debt of certain financial institutions, proposed a programme of direct lending to certain financial institutions against collateral and announced plans to purchase assets from financial institutions. There is no assurance that these measures will successfully alleviate the current financial crisis. In addition, some of these measures could lead to increased government ownership and control over financial institutions and further consolidation in the financial industry, all of which could adversely affect the Group’s business, financial condition and results of operations. Furthermore, any material government equity investment in the Group could have a significant dilutive effect on the value of its ordinary shares.

Despite the extent of the aforementioned intervention, global investor confidence remains low and credit remains relatively scarce. In addition, the world’s largest developed economies, including Spain, the United Kingdom and the United States, are widely considered to be in the midst of, or about to enter, economic recessions. Continued or worsening disruption and volatility in the global financial markets could have a material adverse effect on the Group’s ability to access capital and liquidity on financial terms acceptable to the Group, if at all. If capital markets financing ceases to become available, or becomes excessively expensive, the Group may be forced to raise the rates it pays on deposits to attract more customers. Any such increase in capital markets funding costs or deposit rates would entail a repricing of loans, which would result in a reduction of volumes, and may also have an adverse effect on the Group’s interest margins. An economic downturn, especially in Spain, the United Kingdom, the United States and certain Latin American countries, would also result in a general reduction in business activity and a consequent loss of income for the Group.

Risks concerning borrower credit quality and general economic conditions are inherent in the Group’s business

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in a wide range of the Group’s businesses. Adverse changes in the credit quality of the Group’s borrowers and counterparties or a general deterioration in Spanish, UK, Latin American or global economic conditions, or arising from systemic risks in the financial systems, could reduce the recoverability and value of the Group’s assets and require an increase in the Group’s level of provisions for credit losses. Deterioration in the economies in which the Group operates could reduce the profit margins for the Group’s banking and financial services businesses.

The financial problems faced by the Group’s customers could adversely affect the Group

Market turmoil and economic recession, especially in Spain, the United Kingdom, the United States and certain Latin American countries, could materially adversely affect the liquidity, businesses and/or financial conditions of the Group’s borrowers, which could in turn further increase the Group’s non-performing loan ratios, impair the Group’s loan and other financial assets and result in decreased demand for borrowings in general. In a context of continued market turmoil, economic recession and

increasing unemployment coupled with declining consumer spending, the value of assets collateralising the Group's secured loans, including homes and other real estate, could decline significantly, which could result in impairment of the value of the Group's loan assets. Moreover, in the quarter ended 30 September 2008, the Group already began to experience an increase in the Group's non-performing loan ratios, a deterioration in asset quality and a slowdown in business volumes. In addition, the Group's customers may further significantly decrease their risk tolerance to non-deposit investments such as stocks, bonds and mutual funds, which would adversely affect the Group's fee and commission income. Any of the conditions described above could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group is exposed to risks faced by other financial institutions

The Group routinely transacts with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, mutual and hedge funds, and other institutional clients. Defaults by, and even rumors or questions about the solvency of, certain financial institutions and the financial services industry generally have led to market-wide liquidity problems and could lead to losses or defaults by other institutions. These liquidity concerns have had, and may continue to have, a chilling effect on inter-institutional financial transactions in general. Many of the routine transactions the Group enters into expose it to significant credit risk in the event of default by one of the Group's significant counterparties. Despite the risk control measures the Group have in place, a default by a significant financial counterparty, or liquidity problems in the financial services industry in general, could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group's exposure to Spanish and U.K. real estate markets makes it more vulnerable to adverse developments in these markets

As mortgage loans are one of the Group's principal assets, comprising 51% of its loan portfolio at 30 September 2008, the Group is currently highly exposed to developments in real estate markets, especially in Spain and the United Kingdom. In addition, the Group currently have substantial exposure to certain real estate developers in Spain. From 2002 to 2007, demand for housing and mortgage financing in Spain increased significantly driven by, among other things, economic growth, declining unemployment rates, demographic and social trends, the desirability of Spain as a vacation destination and historically low interest rates in the Eurozone. The United Kingdom experienced a similar increase in housing and mortgage demand, driven by, among other things, economic growth, declining unemployment rates, demographic trends and the increasing prominence of London as an international financial center. During late 2007, the housing market began to adjust in Spain and the United Kingdom as a result of excess supply (particularly in Spain) and higher interest rates. In 2008, as economic growth came to a halt in Spain and the economy began to contract in the United Kingdom, retail interest rates continued to increase, housing oversupply persisted, unemployment continued to increase and demand continued to decrease in both countries, home prices have begun declining while mortgage delinquencies have increased. As a result, the delinquency rate of the Group increased from 0.78% at 31 December 2006, to 0.95% at 31 December 2007, and to 1.63% at 30 September 2008. These trends, especially higher interest and unemployment rates coupled with declining real estate prices, could have a significant adverse impact on the Group's mortgage payment delinquency rates, which in turn could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group may generate lower revenues from brokerage and other commission-and fee-based businesses

Market downturns are likely to lead to declines in the volume of transactions that the Group executes for its customers and, therefore, to declines in the Group's non-interest revenues. In addition, because the fees that the Group charges for managing its clients' portfolios are in many cases based on the value or performance of those portfolios, a market downturn that reduces the value of the Group's clients' portfolios or increases the amount of withdrawals would reduce the revenues the Group receives from its asset management and private banking and custody businesses.

Even the absence of a market downturn, below-market performance by the Group's mutual funds may result in increased withdrawals and reduced inflows, which would reduce the revenue the Group receives from its asset management business.

Market risks associated with fluctuations in bond and equity prices and other market factors are inherent in the Group's business. Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and leading to material losses

The performance of financial markets may cause changes in the value of the Group's investment and trading portfolios. In some of the Group's business, protracted adverse market movements, particularly asset price decline, can reduce the level of activity in the market or reduce market liquidity. These developments can lead to material losses if the Group cannot close out deteriorating positions in a timely way. This may especially be the case for assets of the Group for which there are not very liquid markets to begin with. Assets that are not traded on stock exchanges or other public trading markets, such as derivative contracts between banks, may have values that the Group calculates using models other than publicly quoted prices. Monitoring the deterioration of prices of assets like these is difficult and could lead to losses that the Group did not anticipate.

The increasing volatility of world equity markets due to the current credit crisis is having a particular impact on the financial sector. This may affect the value of the Group's investments in entities in this sector and, depending on their fair value and future recovery expectations, could become a permanent impairment which, by application of applicable rules, would be subject to write-offs against the Group's results.

Despite the Group's risk management policies, procedures and methods, the Group may nonetheless be exposed to unidentified or unanticipated risks

The Group's risk management techniques and strategies may not be fully effective in mitigating the Group's risk exposure in all economic market environments or against all types of risk, including risks that the Group fails to identify or anticipate. Some of the Group's qualitative tools and metrics for managing risk are based upon the Group's use of observed historical market behaviour. The Group applies statistical and other tools to these observations to arrive at quantifications of its risk exposures. These qualitative tools and metrics may fail to predict future risk exposures. These risk exposures could, for example, arise from factors the Group did not anticipate or correctly evaluate in its statistical models. This would limit the Group's ability to manage its risks. The Group's losses thus could be significantly greater than the historical measures indicate. In addition, the Group's quantified modelling does not take all risks into account. The Group's more qualitative approach to managing those risks could prove insufficient, exposing it to material unanticipated losses. If existing or potential customers believe the Group's risk management is inadequate, they could take their business elsewhere. This could harm the Group's reputation as well as its revenues and profits.

The Group's recent and future acquisitions may not be successful and may be disruptive to the Group's business

The Group has recently acquired or have agreed to acquire certain financial institutions, including Alliance & Leicester plc, and most recently Sovereign Bancorp Inc. The Group has also recently acquired the retail deposits, branch network and related employees of Bradford & Bingley plc. The Group's assessment of these acquisitions, especially Alliance & Leicester plc and Bradford & Bingley plc, is based on limited and potentially inexact information and on assumptions with respect to operations, profitability, asset quality and other matters that may prove to be incorrect. The aforementioned financial institutions have been adversely affected by the current financial crisis and in some cases, principally Alliance & Leicester plc, have portfolios of securities that have suffered losses and could decline meaningfully in value. There can be no assurances that these institutions will not incur substantial further losses or that the Group will not be exposed to currently unknown liabilities resulting from these acquisitions. Any such losses or liabilities could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group may consider other strategic acquisitions and partnerships from time to time. There can be no assurances that the Group will be successful in the management of these acquisitions. The Group

can give no assurance that its acquisition and partnership activities will perform in accordance with its expectations. The Group bases its assessments of potential acquisitions and partnerships on limited and potentially inexact information and on assumptions with respect to operations, profitability and other matters that may prove to be incorrect. The Group can give no assurance that its expectations with regards to integration and synergies will materialise.

The Group may fail to realise the anticipated benefits of the Group's recent acquisitions

The success of the Group's recent acquisitions will depend, in part, on the Group's ability to realise the anticipated benefits from combining the Group's business with the businesses of Sovereign Bancorp Inc., Alliance & Leicester plc and Bradford & Bingley plc. It is possible that the integration process could take longer or be more costly than anticipated or could result in the loss of key employees, the disruption of each company's ongoing businesses or inconsistencies in standards, controls, procedures and policies that adversely affect the ability of each company to maintain relationships with clients, customers or employees. In addition, these businesses are currently run by management and employees who have not previously been exposed to the Group's business culture or philosophy. The Group's efforts to integrate these companies are also likely to divert management attention and resources. If the Group takes longer than anticipated or is not able to integrate the aforementioned businesses, the anticipated benefits of the Group's recent acquisitions may not be realised fully or at all, or may take longer to realise than expected.

Proposals for the restructuring of the businesses the Group acquired from ABN AMRO are complex and may not realise the anticipated benefits for the Group

The restructuring plan in place for the integration and separation of ABN AMRO into and among the businesses and operations of the Group is complex and involves substantial reorganisation of ABN AMRO's operations and legal structure. In addition, it contemplates activities taking place simultaneously in a number of businesses and jurisdictions. Implementation of the reorganisation and the realisation of the forecast benefits within the planned timetable may be challenging. Execution of the restructuring requires management resources previously devoted to the Group's businesses and the retention of appropriately skilled ABN AMRO staff. The Group may not realise the benefits of the acquisition or the restructuring when expected or to the extent projected.

Increased competition in the countries where the Group operates may adversely affect the Group's growth prospects and operations

Most of the financial systems in which the Group operates are highly competitive. Financial sector reforms in the markets in which the Group operate have increased competition among both local and foreign financial institutions, and the Group believes that this trend will continue. In particular, price competition in Europe and Latin America has increased recently. The Group's success in the European and Latin American markets will depend on the Group's ability to remain competitive with other financial institutions. In addition, there has been a trend towards consolidation in the banking industry, which has created larger and stronger banks with which the Group must now compete. There can be no assurance that this increased competition will not adversely affect the Group's growth prospects, and therefore its operations. The Group also faces competition from non-bank competitors, such as brokerage companies, department stores (for some credit products), leasing and factoring companies, mutual fund and pension fund management companies and insurance companies.

Volatility in interest rates may negatively affect the Group's net interest income and increase the Group's non-performing loan portfolio

Changes in market interest rates could affect the interest rates charged on interest-earning assets differently than the interest rates paid on interest-bearing liabilities. This difference could result in an increase in interest expense relative to interest income leading to a reduction in the Group's net interest income. Income from treasury operations is particularly vulnerable to interest rate volatility. Since the majority of the Group's loan portfolio reprices in less than one year, rising interest rates may also bring about an increasing non-performing loan portfolio. Interest rates are highly sensitive to many factors beyond the Group's control, including deregulation of the financial sector, monetary policies, domestic and international economic and political conditions and other factors.

As of 31 December 2007, the interest rate risk measured in daily value at risk (“VaRD”) terms amounted to EUR 75.4 million.

Foreign exchange rate fluctuations may negatively affect the Group’s earnings and the value of its assets and shares

Fluctuations in the exchange rate between the euro and the U.S. dollar will affect the U.S. dollar equivalent of the price of the Group’s securities on the stock exchanges in which its shares and American Depositary Shares (“ADSs”) are traded. These fluctuations will also affect the conversion to U.S. dollars of cash dividends paid in euros on the Group’s ADSs.

In the ordinary course of the Group’s business, the Group has a percentage of its assets and liabilities denominated in currencies other than the euro. Fluctuations in the value of the euro against other currencies may adversely affect the Group’s profitability. For example, the appreciation of the euro against some Latin American currencies and the U.S. dollar will depress earnings from the Group’s Latin American operations, and the appreciation of the euro against the sterling will depress earnings from the Group’s UK operations. Additionally, while most of the governments of the countries in which the Group operates have not imposed prohibitions on the repatriation of dividends, capital investment or other distributions, no assurance can be given that these governments will not institute restrictive exchange control policies in the future. Moreover, fluctuations among the currencies in which the Group shares and ADSs trade could reduce the value of the Group’s shareholders investment.

As of 31 December 2007, the Group’s largest exposures on temporary positions (with a potential impact on the income statement) were concentrated on the US dollar and the pound sterling, in that order. At that day, its largest exposures on permanent positions (with a potential impact on equity) were concentrated, in descending order, on the Brazilian real, the pound sterling, the Mexican peso and the Chilean peso. The Group permanently hedge a portion of these positions through exchange rate derivatives.

Changes in the regulatory framework including an increased regulation of the financial services industry in the jurisdictions where the Group operates could adversely affect its business

As a result of the current financial crisis and ensuing government intervention, it is widely anticipated that there will be a substantial increase in government regulation of the financial services industry, including the imposition of higher capital requirements, heightened disclosure standards and restrictions on certain types of transaction structures. In addition, novel proposals for new regulatory initiatives, such as mandating the renegotiation of residential mortgages for defaulting borrowers in the United States, abound in the current environment. If enacted, new regulations could require the Group to inject further capital into the Group’s business as well as in businesses the Group acquires, restrict the type or volume of transactions the Group enters into, or set limits on or require the modification of rates or fees that the Group charges on certain loan or other products, any of which could lower the return on the Group’s investments, assets and equity. The Group may also face increased compliance costs and limitations on its ability to pursue certain business opportunities. Changes in regulations, which are beyond the Group’s control, may have a material effect on the Group’s business and operations. As some of the banking laws and regulations have been recently adopted, the manner in which those laws and related regulations are applied to the operations of financial institutions is still evolving. Moreover, no assurance can be given generally that laws or regulations will be adopted, enforced or interpreted in a manner that will not have an adverse affect on the Group’s business.

Operational risks are inherent in the Group’s business

The Group’s businesses depend on the ability to process a large number of transactions efficiently and accurately. Losses can result from inadequate personnel, inadequate or failed internal control processes and systems, or from external events that interrupt normal business operations.

The Group also faces the risk that the design of its controls and procedures prove to be inadequate or are circumvented. The Group has suffered losses from operational risk in the past and there can be no assurance that the Group will not suffer material losses from operational risk in the future.

The Group is exposed to risk of loss from legal and regulatory proceedings

Failure to address issues appropriately such as potential conflicts of interest; legal and regulatory requirements; ethical issues; and conduct by companies in which the Group holds strategic investments or joint venture partners, could increase the number of litigation claims and the amount of damages asserted against the Group or subject the Group to regulatory enforcement actions, fines and penalties.

Currently, the Bank and its subsidiaries are the subject of a number of legal proceedings and regulatory actions. An adverse result in one or more of these proceedings could have a material adverse effect on the Group's operating results for any particular period.

Credit, market and liquidity risk may have an adverse effect on the Group's credit ratings. Any reduction in the Group's credit rating could increase the Group's cost of funding and adversely affect the Group's interest margins

Credit ratings affect the cost and other terms upon which the Group is able to obtain funding. Rating agencies regularly evaluate the Group and their ratings of its long-term debt are based on a number of factors, including the Group's financial strength as well as conditions affecting the financial services industry generally.

Any downgrade in the Group's ratings could increase its borrowing costs, limit its access to capital markets and adversely affect the ability of the Group's business to sell or market its products, engage in business transactions – particularly longer-term and derivatives transactions – and retain its customers. This, in turn, could reduce the Group's liquidity and have an adverse effect on its operating results and financial condition.

While the Group's long-term debt is currently rated investment grade by the major rating agencies, following the Group's announcement of its proposed acquisition of Sovereign, Fitch Ratings Ltd. lowered the Group's outlook to negative until all the necessary approvals relating to this acquisition have been received and they can better assess the scope of the risks of integration. In light of the difficulties in the financial services industry and the financial markets, there can be no assurance that the rating agencies will maintain its current ratings or outlooks. The Group's failure to maintain those ratings and outlooks could increase the cost of its funding and adversely affect the Group's interest margins.

Risks Relating to Latin America

The Group's Latin American subsidiaries' growth, asset quality and profitability may be adversely affected by volatile macroeconomic conditions

The economies of the eight Latin American countries where the Group operates have experienced significant volatility in recent decades, characterised, in some cases, by slow or regressive growth, declining investment and hyperinflation. This volatility has resulted in fluctuations in the levels of deposits and in the relative economic strength of various segments of the economies to which the Group lends. Latin American banking activities (including Retail Banking, Global Wholesale Banking, Asset Management and Private Banking) accounted for €2,666 million of the profit attributed to the Group for the year ended 31 December 2007 (an increase of 17% from €2,287 million for the year ended 31 December 2006). Negative and fluctuating economic conditions, such as a changing interest rate environment, impact the Group's profitability by causing lending margins to decrease and leading to decreased demand for higher margin products and services.

Negative and fluctuating economic conditions in some Latin American countries could also result in government defaults on public debt. This could affect the Group in two ways: directly, through portfolio losses, and indirectly, through instabilities that a default in public debt could cause to the banking system as a whole, particularly since commercial banks' exposure to government debt is high in several Latin American countries in which the Group operates.

In addition, revenues from the Group Latin American subsidiaries are subject to risk of loss from unfavourable political and diplomatic developments, social instability, and changes in governmental policies, including expropriation, nationalisation, international ownership legislation, interest-rate caps and tax policies.

No assurance can be given that the Group's Latin American subsidiaries' growth, asset quality and profitability will not be affected by volatile macroeconomic conditions in the Latin American countries in which the Group operates.

Recent events concerning the Group's Venezuelan subsidiary

Banco Santander announced on 1 August 2008 that it was considering the sale of Banco de Venezuela to a Venezuelan private investor group, with whom certain undertakings were entered into; however, no agreement was reached and the sale did not occur.

Banco Santander has subsequently become aware of the interest of the Government of Venezuela in Banco de Venezuela, and discussions are currently ongoing.

The profit attributed to the Group obtained from Venezuela in 2007 amounted to EUR 179 million which accounted for 1.98% of the Group's results in that fiscal year.

Significant competition in some Latin American countries could intensify price competition and limit the Group's ability to increase its market share in those markets.

Because some of the Latin American countries in which the Group operates (i) only raise limited regulatory barriers to market entry, (ii) generally do not make any differentiation between locally or foreign-owned banks, (iii) have permitted consolidation of their banks, and (iv) do not restrict capital movements, the Group faces significant competition in Latin America from both domestic and foreign commercial and investment banks.

Latin American economies can be directly and negatively affected by adverse developments in other countries

Financial and securities markets in Latin American countries where the Group operates are, to varying degrees, influenced by economic and market conditions in other countries in Latin America and beyond. Negative developments in the economy or securities markets in one country, particularly in an emerging market, may have a negative impact on other emerging market economies. These developments may adversely affect the business, financial condition and operating results of the Group's subsidiaries in Latin America.

Risks Relating to the Instruments

Taxation

Under Spanish law, income in respect of the Instruments will be subject to withholding tax in Spain, currently at the rate of 18 per cent., in relation to payments to individual Holders (as defined herein) who are resident in Spain and Holders in respect of whom the Guarantor does not receive such information (which may include a tax residence certificate) concerning such Holder's identity and tax residence as it may require in order to comply with Law 13/1985 and any implementing legislation. Neither the Issuers nor the Guarantor will gross up payments in respect of any such withholding tax in any of the above cases (see "*Terms and Conditions of the Instruments — Taxation*").

Offers of Instruments into Spain are not permitted, as contemplated in paragraph 5.2 (*plan of distribution and allotment*). Notwithstanding this restriction, if Instruments are held by Spanish corporate entities there is a risk the Spanish tax authorities may determine that the exemption from withholding tax currently applicable to payments of interest to Spanish corporate holders (as described in paragraph 5.2 (*Taxation – Legal Entities with tax residency in Spain subject to Spanish Corporate Income Tax*)), does not apply to such Instruments. If such determination were made, the relevant Issuer would be required to make a withholding at the applicable rate, currently 18 per cent., on payments of interest under the Instruments and no additional amounts will be payable by such Issuer or the Guarantor in such circumstances, as provided in "*Terms and Conditions of the Instruments — Condition 9 (Taxation)*".

The European Clearing Systems have arranged certain procedures to facilitate the relevant Issuers, the Guarantor and the Issue and Paying Agent in the collection of the details referred to above from holders of the Instruments. If any European Clearing System is, in the future, unable to facilitate the collection of such information, it may decline to allow any or all Series of the Instruments to be cleared through such European Clearing System and this may affect the liquidity of such Instruments. Provisions have been made for the Instruments, in such a case, to be represented by definitive Instruments. The procedures agreed and described in the Issue and Paying Agency Agreement may, in the future, be amended to comply with Spanish law and regulations and operational procedures of the European Clearing Systems.

The procedure described in this Base Prospectus for the provision of information required by Spanish laws and regulations is a summary only and is subject to review and amendment by the European Clearing Systems as well as to further clarification from the Spanish tax authorities regarding such laws and regulations. Holders of Instruments must seek their own advice to ensure that they comply with all procedures to ensure correct tax treatment of their Instruments. None of the Issuers, the Guarantor, the Dealers, the Paying Agents or the European Clearing Systems assume any responsibility therefor.

Risks Relating to the Comisario

Under Spanish law, the Issuers are required to appoint a commissioner (*comisario*) (the “**Commissioner**”) in relation to issues of Instruments. The Commissioner owes certain obligations to the Syndicate of Holders (as described in the Issue and Paying Agency Agreement — The Fifth Schedule, Part I). However, prospective investors should note that the Commissioner will be an individual appointed by the relevant Issuer and that such individual may also be an employee or officer of such Issuer or of the Guarantor.

Risks Relating to the Insolvency Law

Law 22/2003 (*Ley Concursal*) dated 9 July 2003 (“**Law 22/2003**” or the “**Insolvency Law**”), which came into force on 1 September 2004 supersedes all pre-existing Spanish provisions which regulated the bankruptcy, insolvency (including suspension of payments) and any process affecting creditors’ rights generally, including the ranking of its credits.

Law 22/2003 provides, among other things, that: (i) any claim may become subordinated if it is not included in a company’s accounts or otherwise reported to the insolvency administrators within one month from the last official publication of the court order declaring the insolvency, (ii) provisions in a contract granting one party the right to terminate on the other’s insolvency may not be enforceable, (iii) interest accrued and unpaid until the commencement of the insolvency proceedings (*concurso*) shall become subordinated, and (iv) interest shall cease to accrue from the date of the declaration of insolvency.

Certain provisions of the Insolvency Law could affect the ranking of the Senior Instruments or claims relating to Senior Instruments on an insolvency of Santander International Debt, S.A. Unipersonal or the Guarantor. In particular, there is uncertainty surrounding the interpretation of article 87.6 of the Insolvency Law, which may result in claims against Santander International Debt, S.A. Unipersonal under the Instruments being re-classified as claims of creditors “specially related” to Santander International Debt, S.A. Unipersonal as defined in article 92 (5) of the Insolvency Law and become subordinated. However, even if such claims were so re-classified the payment obligations of the Guarantor under the Guarantee would continue to be classified as ordinary debts.

Suitability

Prospective investors should determine whether an investment in the Instruments is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Instruments and to arrive at their own evaluations of the investment.

There is no active trading market for the Instruments

Instruments issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Instruments which is already issued). If the Instruments are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the relevant Issuer and the Guarantor. Although applications have been made for the Instruments issued under the Programme to be admitted to listing on the regulated market of the Luxembourg Stock Exchange, there is no assurance that such applications will be accepted, that any particular Tranche of Instruments will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Instruments.

The Instruments may be redeemed by the Issuer prior to maturity.

If in the case of any particular Tranche of Instruments the relevant Final Terms specifies that the Instruments are redeemable at the relevant Issuer's option in certain other circumstances the relevant Issuer may choose to redeem the Instruments at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Instruments.

Because the Global Instruments are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the relevant Issuer and/or the Guarantor.

Instruments issued under the Programme may be represented by one or more Global Instruments. Such Global Instruments will be deposited with a common depositary or common safekeeper, as applicable, for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Instruments. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Instruments. While the Instruments are represented by one or more Global Instruments, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Instruments are represented by one or more Global Instruments the relevant Issuer and the Guarantor will discharge their payment obligations under the Instruments by making payments to the common depositary or paying agent (in the case of a New Global Note) for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Instruments. The relevant Issuer and the Guarantor have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Instruments.

Holders of beneficial interests in the Global Instruments will not have a direct right to vote in respect of the relevant Instruments. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Instruments will not have a direct right under the Global Instruments to take enforcement action against the relevant Issuer or the Guarantor in the event of a default under the relevant Instruments but will have to rely upon their rights under the Deed of Covenant.

Risks related to the structure of a particular issue of Instruments

A wide range of Instruments may be issued under the Programme. A number of these Instruments may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Instruments subject to optional redemption by the Issuers

An optional redemption feature of Instruments is likely to limit their market value. During any period when the Issuers may elect to redeem Instruments, the market value of those Instruments generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuers may be expected to redeem Instruments when their cost of borrowing is lower than the interest rate on the Instruments. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Instruments being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Risks in relation to early redemption of Subordinated Instruments

With respect to the provisions of the Subordinated Instruments, Bank of Spain Circular 3/2008, of 22 May (*Circular 3/2008, de 22 de mayo, del Banco de España*) (“**Circular 3/2008**”) contains the following statement:

“Without prejudice to the rights granted by the bankruptcy legislation, contractual clauses cannot contemplate the early redemption of debt due to the non-payment of principal, or other debts of the issuer, or any of the members of its group.”

Structured Instruments (including Index Linked Instruments and Dual Currency Instruments)

The Issuers may issue Instruments with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a Relevant Factor). In addition, the Issuers may issue Instruments with principal or interest payable in one or more currencies which may be different from the currency in which the Instruments are denominated. Potential investors should be aware that:

- (i) the market price of such Instruments may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Instruments in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Partly-paid Instruments

The Issuers may issue Instruments where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of their investment.

Variable rate Instruments with a multiplier or other leverage factor

Instruments with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Instruments

Inverse Floating Rate Instruments have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Instruments typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Instruments are more volatile because an increase in the reference rate not only decreases the interest rate of the Instruments, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Instruments.

Fixed/Floating Rate Instruments

Fixed/Floating Rate Instruments may bear interest at a rate that may convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the relevant Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Instruments since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Instruments may be less favourable than then prevailing spreads on comparable Floating Rate Instruments tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Instruments. If the relevant Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Instruments.

Instruments issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

The Issuers' obligations under Subordinated Instruments are subordinated

Santander Issuances' obligations under Subordinated Instruments will be unsecured and subordinated and will rank junior in priority of payment to all unsubordinated obligations of Santander Issuances. Although Subordinated Instruments may pay a higher rate of interest than comparable Instruments which are not subordinated, there is a real risk that an investor in Subordinated Instruments will lose all or some of his investment should Santander Issuances and the Guarantor become insolvent. The payment of principal and interest in respect of the Subordinated Instruments and any relative Coupons and Receipts and all amounts due under the Deed of Covenant in respect of the Subordinated Instruments and any relative Coupons and Receipts will be unconditionally and irrevocably guaranteed by the Guarantor pursuant to the Subordinated Guarantee. The Guarantor's obligations under the Subordinated Guarantee will be unsecured and subordinated and will rank junior in priority of payment to all unsubordinated obligations of the Guarantor.

Payments of principal and interest in respect of Short Term Subordinated Instruments may be suspended in certain circumstances.

In the event that there is a shortage in the consolidated own funds of the Guarantor (as defined in Chapter 3 of Circular 3/2008) Santander Issuances, S.A. Unipersonal will be obliged to suspend payments of principal and interest in respect of subordinated instruments having a maturity of not less than two years ("**Short Term Subordinated Instruments**").

Risks relating to Credit Linked Instruments

Suitability

Investment in the Credit Linked Instruments is only suitable for investors who:

- are particularly knowledgeable in investment matters and have the requisite knowledge and experience in financial and business matters and access to, and knowledge of, appropriate analytical resources to evaluate the information contained in this Base Prospectus and the

relevant Final Terms and to evaluate the merits and risks of an investment in the Credit Linked Instruments in the context of their financial position and circumstances;

- are capable of bearing the economic risk of an investment in the Credit Linked Instruments for an indefinite period of time;
- are acquiring the Credit Linked Instruments for their own account for investment, not with a view to resale, distribution or other disposition of the Credit Linked Instruments (subject to any applicable law requiring that the disposition of the investor's property be within its control); and
- recognise that it may not be possible to make any transfer of the Credit Linked Instruments for a substantial period of time, if at all, and are aware of the transfer restrictions contained herein.

Before making an investment decision, prospective purchasers should inform themselves about and make a detailed evaluation of the financial condition and affairs and of the creditworthiness of the relevant Issuer, the Guarantor, the terms of any Reference Obligation, the creditworthiness of any Reference Entity based upon publicly available information and of the tax, accounting and legal consequences of an investment in the Credit Linked Instruments for such investor.

Neither Issuer nor any party represents that it has had any access to any obligor of any Reference Obligation for the purposes of conducting any such investigation and no such person makes any representations as to the financial condition or creditworthiness of any such Reference Entity. In addition, prospective purchasers should consider the nature and financial position of the relevant Issuer and the Guarantor as well as the terms and conditions of the Credit Linked Instruments and the other related Programme documents described herein.

Exposure of holders to credit risk on other parties and loss of principal

The payment of interest and principal under the Credit Linked Instruments is dependent upon, *inter alia*, the value, performance and solvency of certain Reference Entities. The Credit Linked Instruments expose investors to credit risks in relation to such Reference Entities, as well as that of the relevant Issuer and the Guarantor. Early redemption of the Credit Linked Instruments may be triggered through certain events which are linked to the performance and creditworthiness of the Reference Obligations.

If so specified in the Final Terms, the Credit Linked Instruments may be declared immediately due and payable prior to their scheduled date for redemption following the occurrence of any event of default or other mandatory redemption event.

If so specified in the Final Terms, on any mandatory redemption of the Credit Linked Instruments, the net proceeds available to the relevant Issuer may be insufficient to pay all amounts due on redemption to the Holders and any claims of the Holders remaining after application of proceeds in accordance with the Conditions shall be extinguished. Neither Issuer nor the Guarantor or any obligor under any of the Reference Obligation shall have any obligation to any Holder for payment of any amount owing by the relevant Issuer in respect of the Credit Linked Instruments.

Relevant Information

The relevant Issuer, the Guarantor or the relevant Dealer or any of their affiliates may be in possession of information in relation to any Reference Entity that is or may be material in the context of the Credit Linked Instruments and that may or may not be publicly available and such parties may be prohibited from disclosing or using such information for the benefit of the relevant Issuer. Purchase of the Credit Linked Instruments by any investor does not create any obligation on the part of the relevant Issuer, the Guarantor, the Dealer, the Arrangers or any of their affiliates to disclose to such investor any such relationship or information (whether or not confidential) and none of them shall be liable to such investor by reason of such non-disclosure.

Limited liquidity

There may be no active trading market for any of the Credit Linked Instruments, and the Credit Linked Instruments may be subject to restrictions on transfer.

None of the Issuers, the Guarantor, the Dealer, the Guarantor, the Arrangers or any of their affiliates will be obligated to make a market in the Credit Linked Instruments or otherwise to buy and sell the Credit Linked Instruments following the issue thereof. The Credit Linked Instruments will be owned by a relatively small number of investors and it is highly unlikely that an active secondary market for the Credit Linked Instruments will develop. Purchasers of the Credit Linked Instruments may find it difficult or uneconomic to liquidate their investment at any particular time, and it may be difficult for the Holders to determine the value of the Credit Linked Instruments at any particular time.

Consequently, a purchaser must be prepared to hold the Credit Linked Instruments until maturity.

Early Redemption

If the Credit Linked Instruments are redeemed early according to their terms at times when prevailing interest rates may be relatively low, an investor generally will not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Credit Linked Instruments.

No investigations

No investigations, searches or other enquiries have been made by or on behalf of the Issuers, the Guarantor or the Dealer in respect of any Reference Entity and any prospective Holders should make their own investigations, searches and enquiries. No representations or warranties have been given by such parties in respect of any Reference Entity or Reference Obligation.

None of the Issuers, the Guarantor, the Dealer, the Arrangers or any of their affiliates has made or is making any representations whatsoever as to any obligor of the Reference Obligations or the Reference Entities or any information contained in any document filed by any obligor of the Reference Obligations or the Reference Entities with any exchange or with any regulatory authority or governmental entity.

Purchasers of the Credit Linked Instruments cannot rely, and will not at any time in the future be able to rely, on the Issuers, the Guarantor, the Dealer, the Arrangers or any of their affiliates to provide them with any information relating to, or to keep under review on their behalf, the business, financial condition, prospects, creditworthiness, status or affairs of any obligor of the Reference Obligations or any Reference Entity or to conduct any investigation or due diligence with respect to any obligor of the Reference Obligations or any Reference Entity.

DESCRIPTION OF THE PROGRAMME

The Programme is a programme for the issuance of debt instruments up to an aggregate principal amount of Euro 32,000,000,000 to be issued on a continuing basis by one or more Dealers appointed under the Programme from time to time by the Issuers, which appointment may be for a specific issue or on an ongoing basis. Under the Programme, the Issuers may issue Instruments bearing a fixed or a floating rate of interest, or structured Instruments, such as Credit Linked Instruments or Index Linked Instruments or a combination of any of the foregoing or any other kind of Instrument. Santander International Debt, S.A. Unipersonal will issue unsubordinated Instruments and Santander Issuances, S.A. Unipersonal will issue subordinated Instruments under the Programme, in each case guaranteed by Banco Santander, S.A. Instruments may be issued with any maturity subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements. The Bank of New York Mellon, London Branch will act as Issue and Paying Agent and Registrar and The Bank of New York Mellon, London Branch and The Bank of New York (Luxembourg) S.A. will act as Paying Agents and Transfer Agents in relation to the Instruments.

THE ISSUERS

1 PERSONS RESPONSIBLE

- 1.1 *All persons responsible for the information given in the Base Prospectus relating to the issuer and, as the case may be, for certain parts of it, with, in the latter case, an indication of such parts. In the case of natural persons including members of the issuer's administrative, management or supervisory bodies indicate the name and function of the person; in case of legal persons indicate the name and registered office.*

Each of Santander International Debt, S.A. Unipersonal and Santander Issuances, S.A. Unipersonal (the “**Issuers**”) accept responsibility for the information contained in this Base Prospectus relating to the Issuers.

- 1.2 *A declaration by those responsible for the base prospectus that, having taken all reasonable care to ensure that such is the case the information contained in the base prospectus relating to the issuer is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. As the case may be, declaration by those responsible for certain parts of the base prospectus that, having taken all reasonable care to ensure that such is the case, the information contained in the part of the base prospectus for which they are responsible is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.*

Each of Santander International Debt, S.A. Unipersonal and Santander Issuances, S.A. Unipersonal confirms that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus relating to the Issuers is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

2 STATUTORY AUDITORS

- 2.1 *Names and addresses of the issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).*

The auditors of each of the Issuers are Deloitte, S.L. (formerly Deloitte & Touche España, S.L. and registered under number S-0692 in the official registry of auditors of accounts (*registro oficial de auditores de cuentas*)). Deloitte S.L. are members of the *Instituto de Censores Jurados de Cuentas de España*. The address of Deloitte, S.L. is Plaza Pablo Ruiz Picasso, No.1, 28020 Madrid, Spain.

- 2.2 *If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, details if material.*

Auditors have not resigned, been removed or re-appointed during the period covered by the historical financial information contained herein.

3 SELECTED FINANCIAL INFORMATION

- 3.1 *Selected historical financial information regarding the issuer, presented, for each financial year for the period covered by the historical financial information, and any subsequent interim financial period, in the same currency as the financial information. The selected historical financial information must provide key figures that summarise the financial condition of the issuer.*

	As at and for the year ended (in thousand Euros)	
	31 December 2007	31 December 2006
Santander international Debt		
Total Assets	29,876,600	22,920,135
Deposits	29,582,167	22,731,182
Share Capital	181	181
Profit/Loss	-143	50

	As at and for the year ended (in thousand Euros)	
	31 December 2007	31 December 2006
Santander Issuances		
Total Assets	10,853,110	4,829,115
Deposits	10,714,954	4,768,093
Share Capital	60	60
Profit/Loss	(84)	16

- 3.2 *If selected financial information for interim periods is provided, comparative data from the same period in the prior financial year must also be provided, except that the requirement for comparative balance sheet data is satisfied by presenting the year end balance sheet information.*

	As at and for the six months ended (in thousand Euros)	
	30 June 2008	30 June 2007
Santander International Debt		
Total Assets	37,436,840	30,211,200
Deposits	37,172,881	30,163,389
Share Capital	181	181
Profit/Loss	528	69

	As at and for the six months ended (in thousand Euros)	
	30 June 2008	30 June 2007
Santander Issuances		
Total Assets	10,638,285	7,853,581
Deposits	10,491,895	7,837,097
Share Capital	60	60
Profit/Loss	1,034	41

4 RISK FACTORS

Prominent disclosure of risk factors that may affect the issuer's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors" in the Base Prospectus.

See "Risk Factors" on page 10 of this Base Prospectus.

5 INFORMATION ABOUT THE ISSUER

5.1 *History and development of the Issuer:*

5.1.1 *the legal and commercial name of the issuer;*

The names of the Issuers are Santander International Debt, S.A. Unipersonal and Santander Issuances, S.A. Unipersonal.

5.1.2 *the place of registration of the issuer and its registration number;*

Santander International Debt, S.A. Unipersonal was registered with the Mercantile Registry of Madrid on 5 May 2004 at Volume 19529, Folio 135, Section 8, page number M-342989.

Santander Issuances, S.A. Unipersonal was registered with the Mercantile Registry of Madrid on 2 March 2004 at Volume 19747, Folio 181, page number M-347561.

5.1.3 *the date of incorporation and the length of life of the issuer, except where indefinite;*

Santander International Debt, S.A. Unipersonal was incorporated pursuant to a public deed executed on 21 April 2004 for an unlimited duration.

Santander Issuances, S.A. Unipersonal was incorporated pursuant to a public deed executed on 27 February 2004 for an unlimited duration.

5.1.4 *the domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office);*

The registered office address and telephone number of each of the Issuers is Ciudad Grupo Santander, Avenida de Cantabria s/n, Ciudad Grupo Santander, 28660 Boadilla del Monte, Madrid, Spain. Telephone: +34 91 257 20 59. Each of the Issuers was incorporated in Spain as a private limited liability company (*sociedad anónima*) under the Ley de Sociedades Anónimas (Spanish companies law).

5.1.5 *any recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer's solvency.*

There are no such recent events.

5.2 *Investments*

5.2.1 *A description of the principal investments made since the date of the last published financial statements.*

No investments made since the date of the last published financial statements.

5.2.2 *Information concerning the issuer's principal future investments, on which its management bodies have already made firm commitments.*

No commitments regarding future investments have been made.

5.2.3 *Information regarding the anticipated sources of funds needed to fulfil commitments referred to in item 5.2.2.*

Not applicable.

6 BUSINESS OVERVIEW

6.1 *Principal activities:*

6.1.1 *A description of the issuer's principal activities stating the main categories of products sold and/or services performed; and*

Each of the Issuers is a special purpose financing vehicle for Banco Santander, S.A. Each Issuer's sole business is raising debt to be on-lent to the Guarantor and other members of the Group on an arm's length basis. Each Issuer is accordingly dependent the Guarantor and other members of the Group servicing such loans.

6.1.2 *an indication of any significant new products and/or activities.*

There are no such new products and/or activities.

6.2 *Principal markets: A brief description of the principal markets in which the issuer competes.*

Not applicable.

6.3 *The basis for any statements made by the issuer regarding its competitive position.*

There are no such statements included.

7 ORGANISATIONAL STRUCTURE

7.1 *If the issuer is part of a group, a brief description of the group and of the issuer's position within it.*

Each of the Issuers is a wholly owned subsidiary of Banco Santander, S.A.

- 7.2 *If the issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.*

See paragraph 7.1 above.

8 TREND INFORMATION

- 8.1 *Include a statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements.*

In the event that the issuer is unable to make such a statement, provide details of this material adverse change.

There has been no material adverse change in the prospects of each of the Issuers since 31 December 2007.

- 8.2 *Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the issuer's prospects for at least the current financial year.*

Not applicable.

9 PROFIT FORECASTS OR ESTIMATES

- 9.1 *If an issuer chooses to include a profit forecast or a profit estimate, the base prospectus must contain the information items 9.1 and 9.2:*

Not applicable.

- 9.2 *A statement setting out the principal assumptions upon which the issuer has based its forecast, or estimate.*

There must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies; the assumptions must be readily understandable by investors, be specific and precise and not relate to the general accuracy of the estimates underlying the forecast.

Not applicable.

- 9.3 *A report prepared by independent accountants or auditors must be included stating that in the opinion of the independent accountants or auditors the forecast or estimate has been properly compiled on the basis stated and that the basis of accounting used for the profit forecast or estimate is consistent with the accounting policies of the issuer.*

Not applicable.

- 9.4 *The profit forecast or estimate must be prepared on a basis comparable with the historical financial information.*

Not applicable.

10 ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES

- 10.1 *Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer:*

(a) *members of the administrative, management or supervisory bodies ;*

(b) *partners with unlimited liability, in the case of a limited partnership with a share capital.*

The name, business address, position and other position in the Group of each of the members of the Board of Directors of each of the issuers is as follows:

The name, business address, position and other position in the Group for each of the Issuers is as follows:

Name	Business Address	Position	Other position in the Group
José Antonio Soler	Ciudad Grupo Santander Edificio Encinar Avenida de Cantabria, s/n 28660 Boadilla del Monte Madrid, Spain	Chairman	Senior Vice-president of the Guarantor
Javier Antón San Pablo	Ciudad Grupo Santander Edificio Encinar Avenida de Cantabria, s/n 28660 Boadilla del Monte Madrid, Spain	Director	Vice-president of the Guarantor
Antonio Torío Martín	Ciudad Grupo Santander Edificio Encinar Avenida de Cantabria, s/n 28660 Boadilla del Monte Madrid, Spain	Director	Vice-president of the Guarantor
Pablo Roig Garcia Bernalt	Ciudad Grupo Santander Edificio Encinar Avenida de Cantabria, s/n 28660 Boadilla del Monte Madrid, Spain	Director	Vice-president of the Guarantor

- 10.2 ***Administrative, Management, and Supervisory bodies conflicts of interests: Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 10.1 and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, make a statement to that effect.***

There are no such conflicts of interest.

11 BOARD PRACTICES

- 11.1 ***Details relating to the issuer's audit committee, including the names of committee members and a summary of the terms of reference under which the committee operates.***

The Issuers do not have an audit committee.

- 11.2 ***A statement as to whether or not the issuer complies with its country of incorporation's corporate governance regime(s). In the event that the issuer does not comply with such a regime a statement to that effect must be included together with an explanation regarding why the issuer does not comply with such regime.***

Each of the Issuers is a special purpose company and is not subject to any corporate governance regime. However, the Group (of which the Issuers form part) complies with the applicable Spanish corporate governance regime.

12 MAJOR SHAREHOLDERS

- 12.1 ***To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.***

Each of the Issuers is a wholly owned subsidiary of the Guarantor.

- 12.2 *A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer.*

There are no such arrangements.

13 FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

- 13.1 *Historical Financial Information: Audited historical financial information covering the latest 2 financial years (or such shorter period that the issuer has been in operation), and the audit report in respect of each year. Such financial information must be prepared according to Regulation (EC) No 1606/2002, or if not applicable to a Member States national accounting standards for issuers from the Community.*

For third country issuers, such financial information must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. If such financial information is not equivalent to these standards, it must be presented in the form of restated financial statements.

The most recent year's historical financial information must be presented and prepared in a form consistent with that which will be adopted in the issuer's next published annual financial statements having regard to accounting standards and policies and legislation applicable to such annual financial statements.

If the issuer has been operating in its current sphere of economic activity for less than one year, the audited historical financial information covering that period must be prepared in accordance with the standards applicable to annual financial statements under the Regulation(EC) No 1606/2002, or if not applicable to a Member States national accounting standards where the issuer is an issuer from the Community. For third country issuers, the historical financial information must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. This historical financial information must be audited.

If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least:

- (a) *balance sheet;*
- (b) *income statement;*
- (c) *cash flow statement; and*
- (d) *accounting policies and explanatory notes.*

The historical annual financial information must have been independently audited or reported on as to whether or not, for the purposes of the base prospectus, it gives a true and fair view, in accordance with auditing standards applicable in a Member State or an equivalent standard.

The information contained in the following tables is hereby incorporated by reference. The tables below set out the relevant page references in the financial statements of the Issuers for the years ended 31 December 2007 and 31 December 2006 where the following information incorporated by reference in this Base Prospectus can be found:

Santander Issuances

Information Incorporated by Reference in this Base Prospectus	2007 Financial Statements
1. Auditor's report	A-1
2. Audited Balance Sheets for the year ended 31 December 2007 and the comparative financial information of Santander Issuances, S.A. Unipersonal for the year ended 31 December 2006.	A-3
3. Audited Statements of Income for the year ended 31 December 2007 and the comparative financial information of Santander Issuances, S.A. Unipersonal for the year ended 31 December 2006.	A-4
4. Notes to the Financial Statements.	B-1-B-15
5. Cash Flow Statements for the year ended 31 December 2007	C-2 Appendix I

Information Incorporated by Reference in this Base Prospectus	2006 Financial Statements
1. Auditor's report	2
2. Audited Balance Sheets for the year ended 31 December 2006 and the comparative financial information of Santander Issuances, S.A. Unipersonal for the year ended 31 December 2005.	4
3. Audited Statements of Income for the year ended 31 December 2006 and the comparative financial information of Santander Issuances, S.A. Unipersonal for the year ended 31 December 2005.	5
4. Notes to the Financial Statements.	6-18 (pages numbered 1-13)
5. Cash Flow Statements for the year ended 31 December 2006	Appendix I to the Directors Report (page 20, page numbered 2)

Santander International Debt

Information Incorporated by Reference in this Base Prospectus	2007 Financial Statements
1. Auditor's report	A-1
2. Audited Balance Sheets for the year ended 31 December 2007 and the comparative financial information of Santander International Debt, S.A. Unipersonal for the year ended 31 December 2006	A-3
3. Audited Statements of Income for the year ended 31 December 2007 and the comparative financial information of Santander International Debt, S.A. Unipersonal for the year ended 31 December 2006	A-4
4. Notes to the Financial Statements.	B-1-B-26
5. Cash Flow Statements for the year ended 31 December 2007	C-2 Appendix I

Information Incorporated by Reference in this Base Prospectus	2006 Financial Statements
1. Auditor's report	2
2. Audited Balance Sheets for the year ended 31 December 2006 and the comparative financial information of Santander International Debt, S.A. Unipersonal for the year ended 31 December 2005	4
3. Audited Statements of Income for the year ended 31 December 2006 and the comparative financial information of Santander International Debt, S.A. Unipersonal for the year ended 31 December 2005	5
4. Notes to the Financial Statements	6-25 (pages numbered 1-20)
5. Cash Flow Statements for the year ended 31 December 2006	Appendix I to the Directors Report (page 28, page numbered 3)

13.2 ***Financial statements: If the issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the base prospectus.***

Each of the Issuers prepares only own financial statements.

13.3 ***Auditing of historical annual financial information***

13.3.1 ***A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers must be reproduced in full and the reasons given.***

The historical financial information included herein has been audited. The reports of the auditors do not contain any qualifications or disclaimers.

13.3.2 ***An indication of other information in the base prospectus which has been audited by the auditors.***

There is no such other information.

13.3.3 ***Where financial data in the base prospectus is not extracted from the issuer's audited financial statements state the source of the data and state that the data is un-audited.***

There is no such information.

13.4 ***Age of latest financial information***

13.4.1 ***The last year of audited financial information may not be older than 18 months from the date of the base prospectus.***

The last year of audited financial information relating to each of the Issuers is not older than 18 months from the date of this Base Prospectus.

13.5 ***Interim and other financial information***

13.5.1 ***If the issuer has published quarterly or half yearly financial information since the date of its last audited financial statements, these must be included in the base prospectus. If the quarterly or half yearly financial information has been reviewed or audited the audit or review report must also be included. If the quarterly or half yearly financial information is un-audited or has not been reviewed state that fact.***

The information contained in the following tables is hereby incorporated by reference. The tables below set out the relevant page references in the unaudited financial information of

the Issuers for the years ended 30 June 2008 where the following information incorporated by reference in this Base Prospectus can be found:

Santander Issuances

Information Incorporated by Reference in this Base Prospectus	Unaudited 30 June 2008 Financial Statements
1. Balance Sheets for the six months ended 30 June 2008 and the comparative financial information of Santander Issuances, S.A. Unipersonal for the year ended 31 December 2007	1
2. Statements of Income for the six months ended 30 June 2008 and the comparative financial information of Santander Issuances, S.A. Unipersonal for the six months ended 30 June 2007	2
3. Changes in equity between the six month period ended 30 June 2008 and the six month period ended 30 June 2007	3-5
4. Cash Flow Statements for the six months ended 30 June 2008 and the comparative consolidated cash flow statement for Santander Issuances, S.A. Unipersonal for the six months ended 30 June 2007	6
5. Notes to the Financial Statements	7-13

Santander International Debt Unipersonal

Information Incorporated by Reference in this Base Prospectus	Unaudited 30 June 2008 Financial Statements
1. Balance Sheets for the six months ended 30 June 2008 and the comparative financial information of Santander International Debt, S.A. Unipersonal for the year ended 31 December 2007.	1
2. Statements of Income for the six months ended 30 June 2008 and the comparative financial information of Santander International Debt, S.A. Unipersonal for the six months ended 30 June 2007	2
3. Changes in equity between the six month period ended 30 June 2008 and the six month period ended 30 June 2007	3-5
4. Cash Flow Statements for the six months ended 30 June 2008 and the comparative consolidated cash flow statement for Santander International Debt, S.A. Unipersonal for the six months ended 30 June 2007	6
5. Notes to the Financial Statements	7-16

13.5.2 If the base prospectus is dated more than nine months after the end of the last audited financial year, it must contain interim financial information, covering at least the first six months of the financial year. If the interim financial information is un-audited state that fact.

The interim financial information must include comparative statements for the same period in the prior financial year, except that the requirement for comparative balance sheet information may be satisfied by presenting the years end balance sheet.

See paragraph 13.5.1 above.

- 13.6 ***Legal and arbitration proceedings: Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement.***

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which each Issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on any Issuer's financial position or profitability.

- 13.7 ***Significant change in the issuer's financial or trading position: A description of any significant change in the financial or trading position of the issuer which has occurred since the end of the last financial period for which either audited financial information or interim financial information have been published, or an appropriate negative statement.***

Since 30 June 2008, Santander International Debt, S.A. Unipersonal has made the following debt securities issues:

Issue Date	Description
14 August 2008	EUR 2, 000,000,000 5.626% Fixed Rate Notes due 14 February 2012. SERIES 117.
16 September 2008	JPY 8,000,000,000 Fixed Rate Notes due December 2009. SERIES 118.
16 September 2008	GBP 235,500,000 Floating Rate Notes due September 2009. SERIES 119.
16 September 2008	EUR 46,500,000 Floating Rate Notes due September 2009. SERIES 120.
30 September 2008	CAD 200,000,000 Floating Rate Notes due September 2009. SERIES 121.
16 October 2008	EUR 31,350, 000 Floating Rate Notes due October 2016. SERIES 122.
22 October 2008	EUR 30,150,000 Fixed Rate Notes due April 2010. SERIES 123.
22 October 2008	EUR 98,300,000 Fixed Rate Notes due October 2010. SERIES 124.
30 October 2008	EUR 349,550,000 Fixed Rate Notes due October 2009. SERIES 125.

14 ADDITIONAL INFORMATION

14.1 Share Capital

- 14.1.1 ***The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics, the part of the issued capital still to be paid up, with an indication of the number, or total nominal value, and the type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.***

The share capital of Santander International Debt, S.A. Unipersonal is €180,600 divided into 1,806 ordinary shares with a par value of €100 each and the share capital of Santander Issuances, S.A. Unipersonal is €60,200 divided into 602 ordinary shares with a par value of €100 each. All of the shares are issued and fully paid-up and constitute a single class.

14.2 Memorandum and Articles of Association.

- 14.2.1 ***The register and the entry number therein, if applicable, and a description of the issuer's objects and purposes and where they can be found in the memorandum and articles of association.***

The exclusive object of Santander International Debt, S.A. Unipersonal is to issue ordinary or senior debt with the guarantee of Banco Santander, S.A., as set out in Article 2 of the Estatutos of Santander International Debt, S.A. Unipersonal.

The exclusive object of Santander Issuances, S.A. Unipersonal is to issue subordinated debt with the guarantee of Banco Santander, S.A., as set out in Article 2 of the Estatutos of Santander Issuances, S.A. Unipersonal.

15 MATERIAL CONTRACTS

- 15.1 *A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation to security holders in respect of the securities being issued.*

There are no such material contracts.

16 THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST

- 16.1 *Where a statement or report attributed to a person as an expert is included in the Base Prospectus, provide such person's name, business address, qualifications and material interest if any in the issuer. If the report has been produced at the issuer's request a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part of the Base Prospectus.*

Not applicable.

- 16.2 *Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, the issuer shall identify the source(s) of the information.*

No such information is included.

17 DOCUMENTS ON DISPLAY

- 17.1 *A statement that for the life of the base prospectus the following documents (or copies thereof), where applicable, may be inspected:*

- (a) *the memorandum and articles of association of the issuer;*
- (b) *all reports, letters, and other documents, historical financial information, valuations and statements prepared by any expert at the issuer's request any part of which is included or referred to in the base prospectus;*
- (c) *the historical financial information of the issuer or, in the case of a group, the historical financial information of the issuer and its subsidiary undertakings for each of the two financial years preceding the publication of the base prospectus.*

An indication of where the documents on display may be inspected, by physical or electronic means.

The following documents may be inspected at the registered office of each of the Issuers, at the offices of each of the Issue and Paying Agent and of the Paying Agent in Luxembourg specified at the end of the Base Prospectus:

- 1 the *estatutos* (by-laws) of each of the Issuers and of the Guarantor; and
- 2 the information incorporated by reference herein under “the Issuer – Financial Information concerning the Issuer’s Assets and Liabilities, Financial Position and Profit and Losses” and under “The Guarantor — Financial Information Concerning the Guarantor’s Assets and Liabilities, Financial Position and Profits and Losses”.

The above information and each of the Final Terms shall be published on the Luxembourg Stock Exchange website (www.bourse.lu).

THE GUARANTOR

INFORMATION TO BE DISCLOSED ABOUT THE GUARANTOR

The guarantor must disclose information about itself as if it were the issuer of that same type of security that is the subject of the guarantee.

1 PERSONS RESPONSIBLE

- 1.1 *All persons responsible for the information given in this Base Prospectus relating to the guarantor and, as the case may be, for certain parts of it, with, in the latter case, an indication of such parts. In the case of natural persons including members of the issuer's administrative, management or supervisory bodies indicate the name and function of the person; in case of legal persons indicate the name and registered office.*

Banco Santander, S.A. (formerly Banco Santander Central Hispano, S.A., the “**Guarantor**”, the “**Bank**” or “**Banco Santander**”) accepts responsibility for the information contained in this Base Prospectus relating to the Guarantor.

- 1.2 *A declaration by those responsible for this Base Prospectus that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus relating to the guarantor is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. As the case may be, declaration by those responsible for certain parts of this Base Prospectus that, having taken all reasonable care to ensure that such is the case, the information contained in the part of this Base Prospectus for which they are responsible is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.*

The Bank confirms that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

2 STATUTORY AUDITORS

- 2.1 *Names and addresses of the guarantor's auditors for the period covered by the historical financial information (together with their membership in a professional body).*

The non-consolidated and consolidated annual financial statements of Banco Santander, S.A. for the years ended 31 December 2006 and 2007 were audited by the external auditors, Deloitte, S.L. (formerly Deloitte & Touche España, S.L.) of Plaza Pablo Ruiz Picasso, 1, Madrid, and registered under number S-0692 in the Official Register of Auditors (*Registro Oficial de Auditores de Cuentas*). Deloitte, S.L. are members of the *Instituto de Censores Jurados de Cuentas de España*.

- 2.2 *If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, details if material.*

The Bank's auditors have not resigned nor been removed, and were last re-appointed by the Bank on 21 June 2008 to audit the annual financial statements for the financial year ending 31 December 2008.

3 SELECTED FINANCIAL INFORMATION

Selected historical financial information regarding the guarantor, presented, for each financial year for the period covered by the historical financial information, and any subsequent interim financial period, in the same currency as the financial information. The selected historical financial information must provide key figures that summarise the financial condition of the guarantor.

Balance Sheet and Income Statement

	31 December 2007	31 December 2006	Var, (%)
	(Million euros)		
Total assets.	912,915	833,873	9.5
Customer loans (net)	565,477	523,346	8.1
Managed customer funds	784,995	739,223	6.2
Shareholders' funds.	54,478	41,981	29.7
Total managed funds.	1,235,050	1,165,592	6.3
Net interest income (excluding dividends)	15,295	12,480	23.2
Gross operating income	27,068	22,333	21.3
Net operating income	14,816	11,218	32.3
Attributable profit to the Group without capital gains*	8,111	6,582	23.2
Attributable profit to the Group	9,060	7,596	19.3

* Excluding capital gains and extraordinary writedowns/allowances

- 3.1 *If selected financial information for interim periods is provided, comparative data from the same period in the prior financial year must also be provided, except that the requirement for comparative balance sheet data is satisfied by presenting the year end balance sheet information.*

	As at and for the nine months ended		
	30 September 2008	30 September 2007	Variation (%)
Balance sheet (million euros)			
Total assets.	953,035	886,668	7.5
Net customer loans	570,703	551,215	3.5
Customer funds under management	781,803	806,487	(3.1)
Shareholders' equity	57,579	45,013	27.9
Total managed funds.	1,079,723	1,066,055	1.3
Income statement (million euros)			
Net interest income (w/o dividends)	12,528	11,016	13.7
Gross operating income	22,534	19,946	13.0
Net operating income	13,147	10,900	20.6
Net profit from ordinary activity	7,316	6,302	16.1
Attributable profit to the Group ¹	6,935	5,990	15.8

4 RISK FACTORS

- 4.1 *Prominent disclosure of risk factors that may affect the guarantor's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors" in the Base Prospectus.*

See "Risk Factors" on page 10 of this Base Prospectus.

5 INFORMATION ABOUT THE GUARANTOR

- 5.1 *History and development of the guarantor.*

- 5.1.1 *Legal and trading name of the guarantor.*

The name of the Bank is Banco Santander, S.A. and it operates under the trading name "Santander".

¹In September 2007 data without extraordinary capital gains and allowances

5.1.2 *The place of registration of the guarantor and its registration number.*

The Bank is registered in the Mercantile Registry of Cantabria and it adapted its Bylaws to the current Companies Act by document executed in Santander on 8 June 1992 before the Public Notary Mr José María de Prada Díez, and numbered 1316 in his records, and registered in the Mercantile Registry of Cantabria in volume 448 of the Archive, folio 1, sheet number 1960, Adaptation entry one.

The current Bylaws, with the exception of subsections 1 and 2 of Article 5 regarding share capital, were approved by the shareholders at the General Shareholders' Meeting held on 21 June 2008; the respective notarial instrument was recorded with the Mercantile Registry on 11 August 2008, in volume 926, folio 160, section 8, page S-1960, entry 1640.

The current text of subsections 1 and 2 of Article 5 of the Bylaws is set forth in the notarial instrument recording a capital increase certified on 10 October 2008 to accommodate the exchange of shares for the acquisition of Alliance & Leicester. This document was recorded with the Mercantile Registry in volume 926, folio 184, page S-1960, entry 1653.

The Bank is also registered in the Special Register of Banks and Bankers under code number 0049.

5.1.3 *The date of incorporation and the length of life of the guarantor, except where indefinite.*

The Bank was founded in the city of Santander by notarised document executed on 3 March 1856 before court official Mr José Dou Martínez, ratified and partially amended by a further document dated 21 March 1857 before the court official of Santander Mr José María Olarán, and commenced trading on 20 August 1857.

The Bank was transformed to a Credit Company ("*Sociedad Anónima de Crédito*") by a public deed executed on 14 January 1875 that was recorded with the Mercantile Registry of the Government of the Province of Santander.

The Bank commenced trading at the time of its formation and according to Article 3 of the Articles of Association it will remain in existence for an indefinite period.

5.1.4 *The domicile and legal form of the guarantor, the legislation under which the guarantor operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office).*

The Bank is domiciled in Spain and has the legal form of a joint stock company (*sociedad anónima*) and its activities are subject to special Spanish legislation governing credit institutions in general and the supervision, control and regulation of Bank of Spain in particular.

The Bank was incorporated in Spain and has its registered office at Paseo de Pereda, numbers 9 to 12, Santander. The principal operating headquarters of the Bank are located at Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660 Boadilla del Monte, in the province of Madrid. The telephone number of the principal operating headquarters of the Bank is +34 91 259 6520.

5.1.5 *Any recent events particular to the guarantor which are to a material extent relevant to the evaluation of the guarantor's solvency.*

Capital Increase

On 10 November 2008 the Bank announced that it had agreed to increase its share capital in a nominal amount of EUR 799,405,940 by means of an issuance of 1,598,811,880 new ordinary shares, of the same class and series as the shares currently outstanding, and with pre-emptive subscription rights for current shareholders. The issue price of the new shares will be EUR 4.5 per share (the total amount of the issue will be EUR 7,194,653,460). The transaction is fully underwritten.

The purpose of the share capital increase is to improve the Bank's core capital ratio.

Each outstanding share shall receive one pre-emptive subscription right, with 4 pre-emptive subscription rights being needed to subscribe for 1 new share. The pre-emptive subscription rights are expected to be listed on the Spanish stock exchanges.

The subscription period shall have a duration of 15 calendar days and will commence once the relevant announcement has been published in the Official Bulletin of the Commercial Registry.

To take account of the possibility that the total amount of the share capital increase is not subscribed for through the exercise of pre-emptive subscription rights, the shareholders holding pre-emptive subscription rights who have exercised such rights, and those investors who may acquire such rights in the market, may request to subscribe for additional shares on top of those to which they are entitled when taking up their rights. In addition, if requests for additional shares do not cover the share capital increase, the remaining new shares may be discretionally allotted to investors.

The terms and conditions of the capital increase and the procedure for the subscription for new shares in Spain, the United Kingdom, Portugal and Italy has been set forth in the shares securities note which has been registered in the official registries of the Spanish Securities Market Commission (the “CNMV”) on 11 November 2008. The share securities note is supplemented by the registration document of Banco Santander, registered in the official registries of the CNMV on 29 October 2008. The securities note, alongside the registration document of Banco Santander, is available in electronic format on the web pages of the Bank (www.santander.com) and the CNMV (www.cnmv.es).

Interim dividends

In June 2008, the Board of Directors of the Bank approved a first dividend on account of the earnings for the 2008 financial year for a gross amount of €0.135234 per share which was paid on 1 August 2008.

As of 1 November 2008, the Bank has paid a second interim dividend for a gross amount of €0.135234 per share (+10% over 2007) on account of the earnings for the 2008 financial year.

RBS's European Consumer Finance Unit

On 4 April 2008, Santander Consumer Finance, S.A. reached a preliminary agreement with the Royal Bank of Scotland (“RBS”) to acquire its continental European consumer finance business. The package includes activities in Germany, the Netherlands, Belgium and Austria. The acquisition will be carried out by Santander Consumer Holding GMBH and Santander Consumer Finance Germany GMBH.

The RBS European consumer finance business (“RBS ECF”) has 861 employees serving 2.3 million customers in Germany, the Netherlands, Belgium and Austria. Assets of RBS ECF in 2007 averaged €2.2 billion. RBS ECF makes instalment loans both directly and via partners. It is strongly represented in the credit card business both in terms of private and corporate customers, and provides consumer finance via retail chains.

On 1 July 2008 the acquisition of the RBS Consumer finance business in continental Europe completed for €336 million.

ABN AMRO Acquisition

On 20 July 2007, having obtained the regulatory authorisations required to publish the documentation on the takeover bid for ABN AMRO, Banco Santander, together with the Royal Bank of Scotland Group plc, Fortis N.V. and Fortis S.A./N.V. (together, “the Offering Banks”) formally launched, through RFS Holdings B.V., the offer for all the ordinary shares, ADSs and previously convertible preference shares of ABN AMRO. The initial acceptance period of this offer (“the Offer”) ended on 5 October 2007.

The Offering Banks and RFS Holdings B.V., a company newly incorporated for the purpose of making the proposed offer, entered into an agreement relating to the Offer, dated as of 28 May

2007 (the “**Consortium Agreement**”). The Consortium Agreement sets forth the terms on which the Offer was made and provides for the management of ABN AMRO after completion of the Offer. This includes the allocation of the ABN AMRO businesses among the Bidders and the sale of non-core assets of ABN AMRO.

On 10 October 2007, the Offering Banks declared the Offer to be unconditional. At that date, the owners of 86% of the ordinary share capital of ABN AMRO had accepted the Offer (including certain shares that the Offering Banks already owned and had undertaken to contribute to RFS Holdings B.V.).

On this same date the commencement of an additional offer period was announced, during which the holders of ordinary shares and ADSs of ABN AMRO could sell them, under the same terms and conditions as those of the Offer, until 31 October 2007.

Once the aforementioned additional offer period had ended, the owners of 98.8% of the ordinary share capital of ABN AMRO (excluding its treasury shares) had definitively accepted the Offer.

At 31 December 2007, the investment made by Banco Santander amounted to EUR 20,615 million and consisted of the Guarantor’s 27.9% ownership interest in the share capital of RFS Holdings B.V., the holding entity of the shares of ABN AMRO.

Following all these actions, the spin-off of the business lines of ABN AMRO commenced with a view to their subsequent integration into each of the Offering Banks. The following correspond to Santander: the Latin American Business Unit of ABN AMRO -basically Banco ABN AMRO Real S.A. (“**Banco Real**”) in Brazil, the Banca Antoniana Popolare Veneta Spa Banking Group (“**Antonveneta**”), the cash relating to the sale of the consumer banking unit of ABN AMRO in the Netherlands -Interbank and DMC Consumer Finance-, plus 27.9% of the assets that were not allocated to any of the Offering Banks of the consortium and which are intended to be disposed of. The spin-off process continued in 2008.

Accordingly, on 4 March 2008, the Dutch Central Bank expressed its acceptance of the overall spin-off plan, and in July 2008 it approved the individual spin-off plan of Banco Real and the businesses in Brazil. Subsequently, the Brazilian Central Bank approved Santander’s purchase transaction, thereby rendering it effective.

Banco Real will be fully consolidated in the Group’s financial statements in the fourth quarter of 2008.

The Group’s assets in Brazil will also comprise those corresponding to the asset management business of ABN AMRO in Brazil which were initially allocated to Fortis in the process of spinning off and integrating the assets of ABN AMRO which were acquired therefrom by the Bank in the first half of 2008 for EUR 209 million.

Also, on 30 May 2008 Banco Santander and Banca Monte dei Paschi di Siena completed the purchase and sale of Antonveneta (excluding Interbanca, its corporate banking subsidiary) for EUR 9,000 million, in execution of the agreement announced on 8 November 2007.

Following all these actions, and the valuation of the investment pursuant to current legislation, at 30 June 2008 the value of the Group’s investment in RFS Holding, B.V., corresponding basically to Banco Real, amounted to approximately EUR 12,965 million.

Lastly, on 2 June 2008 Banco Santander announced that it had entered into a definitive agreement with General Electric whereby GE Commercial Finance would acquire Interbanca and the Bank would acquire the units of GE Money in Germany, Finland and Austria, its card units in the UK and Ireland and its car finance unit in the UK. The base price agreed for the two transactions is EUR 1,000 million each, subject to various adjustments. These transactions are expected to be completed in the fourth quarter of 2008 or in the first quarter of 2009.

Santander Consumer USA Inc. (formerly Drive Consumer USA Inc.) (“Drive”)

In June 2008, the Group bought an additional 1% stake in Drive for U.S.\$17 million. The Group could buy the 9% stake still owned by the Chief Executive Officer of Drive between 2009 and 2013 at prices linked to the company’s earnings performance.

Recommended Acquisition of Alliance & Leicester

On 14 July 2008, Banco Santander and Alliance & Leicester plc reached an agreement in relation to the terms of a recommended acquisition by Banco Santander of the entire share capital, whether issued or yet to be issued, of Alliance & Leicester plc.

Under the aforementioned terms, the shareholders of Alliance & Leicester plc have received a Banco Santander share for each three shares of Alliance & Leicester plc. Prior to the share exchange date, Alliance & Leicester approved the payment (and it was paid) of an interim dividend in cash amounting to 18 pence per share. In order to action the exchange, the shareholders of Banco Santander acting at the Extraordinary General Shareholders’ Meeting held on 22 September 2008, agreed to increase the Bank’s capital by a nominal amount of up to EUR 71,688,495, through the issuance of a maximum of 143,376,990 ordinary shares with a nominal value of one-half (EUR 0.50) per share.

Key features of the acquisition

- At the time of the announcement each Alliance & Leicester plc share was worth 299 pence, and the total issued share capital, approximately GBP 1,259 million (EUR 1,579 million), whereby the proposed exchange represented a premium of approximately 36.4% on the closing price at 11 July 2008. Considering the above interim dividend, the premium amounts to approximately 44.6% on the aforementioned closing price.
- The acquisition affords the integration of the ancillary businesses of Alliance & Leicester and Abbey, thereby strengthening the competitive positioning of the products and services offered by the Group and benefiting its customers. It can be expected that the combined group will also benefit in terms of increased efficiency and that the borrowing costs relating to Alliance & Leicester may be reduced over time from the current high levels.
- It will increase the critical mass of the Group’s business in the UK market, as part of the Group’s vertical strategy.
- In-market cost synergies through the Group’s presence in the UK, estimated at GBP 180 million per year (before tax) at the end of 2011.
- Complementary geographical nature of both distribution networks (Alliance & Leicester has a major presence in the Midlands and Abbey in the London area).
- Abbey’s expansion process in the SMEs and retail business will be speeded up 2-3 years.
- This transaction complies with the Santander Group’s financial requirements. It is anticipated that it will accretive from 2009 onwards and that the ROI will be 19% in 2011. These estimates do not guarantee that Santander’s EPS will necessarily reach or exceed the levels achieved in prior years.

The acquisition was completed by means of a scheme of arrangement, and was approved by the shareholders of Banco Santander (in relation to the capital increase) and of Alliance & Leicester plc. Additionally, the Scheme of Arrangement implementing the acquisition was approved by the appropriate British court and the relevant consents were granted by the UK Financial Services Authority (the “FSA”) and the Banco of Spain (*Banco de España*).

The acquisition was completed on 10 October 2008, on which date 140,950,944 new shares in Banco Santander, with a value of EUR 0.50 and an issue premium of EUR 10.73 per share, were issued. The countervalue of such capital increase is composed of 422,852,832 shares in Alliance & Leicester plc, par value of GBP 0.50 each, which represents its entire issued ordinary share

capital. The new shares issued in Banco Santander represent 2.2% of the total share capital of the Bank after the capital increase. These new shares have been traded on the Spanish Continuous Market (*Mercado Continuo español*) since 14 October 2008.

Sale and Leaseback of Real Estate Assets

On 12 September 2008, Banco Santander announced that it had completed with the consortium led by the U.K. property investor Propinvest the sale of the Santander Financial City and the simultaneous lease of the same for a period of 40 years, with the Bank also reserving a purchase option right at the end of such period.

The amount of the transaction was 1,900 million euro, as initially contemplated. The capital gains obtained by Santander from this sale are close to 600 million euro, which were not recorded in the profits of the third quarter of 2008.

With this transaction, Banco Santander concludes the process involving the sale of its own buildings in Spain which commenced in 2007 within the framework of the ABN AMRO acquisition transaction. The total sales amount to 4,434 million euro, with capital gains of 1,680 million euro approximately.

Bradford & Bingley's Direct Channels and Retail Deposits to Transfer to Abbey

Following the 29 September 2008 announcement by Her Majesty's Treasury ("HM Treasury") to take Bradford & Bingley plc ("B&B") into public ownership, the retail deposits, branch network and its related employees will transfer, under the provisions of the Banking (Special Provisions) Act 2008, to Abbey National plc ("Abbey"), a wholly-owned subsidiary of Banco Santander.

As outlined in the HM Treasury statement, all of B&B's customer loans and treasury assets, which includes the £41 billion of mortgage assets, will be taken under public ownership.

The transfer to Abbey consists of:

- £20 billion retail deposit base with 2.7 million customers; and
- B&B's direct channels including 197 retail branches, 141 agencies (distribution outlets in 3rd party premises) and related employees.

The acquisition price was £612 million. The transaction will be financed with the liquidity generated by the Group's ordinary operations.

The transfer of the B&B's customers and their retail deposits further strengthens Abbey's retail customer deposit base and franchise. It also allows Santander to deliver increased critical mass in the UK through greater distribution scale.

The combined business of Abbey, Alliance & Leicester ("A&L") and B&B will have 1,286 branches with a good geographic spread across the UK. In addition, it is also expected that upon completion of the transfer, Santander's UK market share of retail deposits will increase to around 10%², and the combined business will also have a customer base of 24 million.

Acquisition of additional shares of Sovereign

In May 2008, to prevent dilution of its holding in Sovereign, Santander invested U.S.\$312 million (EUR 200 million) to subscribe to a U.S.\$1.25 billion common stock offering completed by the U.S. bank.

In June 2008 Santander acquired "Green Shoe" Sovereign shares for U.S.\$43 million increasing its stake in the company at 30 June 2008 to 24.39% with a book value of EUR1,149 million.

²Retail deposit market shared based upon combination of Abbey, A&L and B&B, subject to the transfer of B&B retail deposits.

Acquisition of the 75.65% of Sovereign Bancorp

Banco Santander and Sovereign Bancorp Inc., (“**Sovereign**”), the parent company of Sovereign Bank, announced on 13 October 2008 that Banco Santander will acquire Sovereign in a stock-for-stock transaction. Santander owned, as of the date of such announcement, 24.35% of Sovereign’s ordinary outstanding shares. The Capital and Finance Committee, composed of independent directors of Sovereign, requested that Santander consider acquiring the remaining 75.65% of the company it did not currently own. The Capital and Finance Committee evaluated the transaction and recommended the transaction to the full Board.

Under the terms of the definitive transaction agreement, which was approved by the Executive Committee of Santander and unanimously by the non-Santander directors of Sovereign, Sovereign shareholders will receive 0.2924 Banco Santander ADSs for each share of Sovereign common stock they own (or 1 Banco Santander ADS for 3.42 Sovereign shares). Based on the closing stock price for Santander ADSs on 10 October 2008, the transaction has an aggregate value of approximately U.S.\$1.9 billion (€1.4 billion), or U.S.\$3.81 per share. The transaction meets Santander’s criteria for acquisitions, both strategically, by significantly enhancing the geographical diversification of the Group, and financially, with a projected net profit for Sovereign of U.S.\$750 million in 2011.

The transaction is subject to customary closing conditions, including required bank regulatory approvals in the U.S. and Spain and approval by both companies’ shareholders. Relational Investors, LLC has agreed to vote its 8.9% of Sovereign shares in favour of the transaction. In addition, all of the non-Santander directors have agreed to vote their shares in favour of the transaction. Banco Santander will call an Extraordinary General Meeting of the Bank’s shareholders to approve a capital increase and issuance of approximately 147 million new shares, or 2% of Banco Santander’s capital. The transaction is expected to close in the first quarter of 2009.

Sale of Porterbrook Leasing Company

In October 2008 Abbey National plc (“**Abbey**”) reached an agreement to sell 100% of Porterbrook Leasing Company to a consortium of investors including Antin Infrastructure Partners (the BNP Paribas sponsored infrastructure fund), Deutsche Bank and Lloyds TSB. The price of the transaction has not been made public. The impact of the transaction in the Group is not material as it will only allow a reduction in financing of approximately GBP 1 billion. Completion of the purchase is subject to regulatory approvals and is expected to take place before the end of 2008.

6 BUSINESS OVERVIEW

6.1 Principal activities.

6.1.1 A brief description of the guarantor’s principal activities stating the main categories of products sold and/or services performed.

The Group is a financial group operating principally in Spain, the United Kingdom, Portugal, other European countries and Latin America, offering a wide range of financial products. At 31 December 2007, it was one of the eight largest banking groups in the world by market capitalisation⁽¹⁾ and the largest banking group in the Eurozone with a stock market capitalisation of €92.5 billion, stockholders’ equity of €55.2 billion and total assets of €912.9 billion. It had an additional €151.0 billion in mutual funds, pension funds and other assets under management at that date. As of 31 December 2007, it had 47,838 employees and 5,976 branch offices in Continental Europe, 16,827 employees and 704 branches in the United Kingdom (Abbey National, “**Abbey**”), 65,628 employees and 4,498 branches in Latin America and 1,526 employees in other geographic areas.

The Group’s principal operations are in Spain, the United Kingdom, Portugal, Germany, Italy and Latin America. It also has significant operations in New York as well as financial

⁽¹⁾Source: Bloomberg.

investments in RFS Holdings B.V., Sovereign and Attijariwafa Bank Société Anonyme (*Attijariwafa Bank*). In Latin America, it has majority shareholdings in banks in Argentina, Brazil, Chile, Colombia, Mexico, Puerto Rico, Uruguay and Venezuela.

In accordance with the criteria established by the EU-IFRS required to be applied under Bank of Spain's Circular 4/2004, the structure of the operating business areas has been segmented into two levels:

Principal level (or geographic). The activity of the Group's operating units is segmented by geographical areas. This coincides with the Group's first level of management and reflects its positioning in the world's three main currency areas. The reported segments are:

- *Continental Europe.* This covers all retail banking business (including Banco Banif, S.A. ("**Banif**"), the Group's specialised private bank), wholesale banking and asset management and insurance conducted in Europe, with the exception of Abbey. This segment includes the following units: the Santander Branch Network, Banco Español de Crédito, S.A. ("**Banesto**"), Santander Consumer Finance and Portugal.
- *United Kingdom (Abbey).* This covers only Abbey's business, mainly focused on retail banking in the UK.

Latin America. This embraces all the financial activities conducted via the Group's subsidiary banks and other subsidiaries in Latin America. It also includes the specialised units in International Private Banking, as an independent globally managed unit. The Group's business in New York is also managed in this area.

Secondary level (or business). This segments the activity of the Group's operating units by type of business. The reported segments are:

- *Retail Banking.* This covers all customer banking businesses (except those of Corporate Banking, which are managed globally throughout the world).
- *Global Wholesale Banking.* This business reflects the returns from Global Corporate Banking, Investment Banking and Markets worldwide, including all treasuries with global management, as well as the Group's equities business.
- *Asset Management and Insurance.* This includes the Group's units that design and manage mutual and pension funds and insurance.

In addition to these operating units, which cover everything by geographic area and business, the Group continues to maintain a separate Financial Management and Equity Stakes area. This area incorporates the centralised activities relating to equity stakes in industrial and financial companies, financial management of the structural exchange rate position and of the parent Bank's structural interest rate risk, as well as management of liquidity and of shareholders' equity through issues and securitisations. As the Group's holding entity, it manages all capital and reserves and allocations of capital and liquidity.

In 2007, the Group maintained the same primary and secondary operating segments as it had in 2006.

In addition, and in line with the criteria established in the EU-IFRS required to be applied under Bank of Spain's Circular 4/2004, the results of business discontinued in 2007 (the Group's Latin American pension management companies) and 2006 (Abbey's insurance businesses, Urbis, Peru and Bolivia) and which were consolidated by global integration were eliminated from various lines of the income statement and included in "net profit from discontinued operations".

The figures for 2007 and 2006 have been restated and include the changes, at both the consolidated and business segment levels.

Principal level (or geographic):

The summarised balance sheets and income statements of the various geographical segments are as follows:

Balance Sheet

	Millions of Euros									
	2007					2006				
	Continental Europe	Abbey	Latin America	Financial Management and Holdings	Total	Continental Europe	Abbey	Latin America	Financial Management and Holdings	Total
(Summarised) Balance Sheet										
Loans and advances to customers	310,618	184,086	68,854	1,919	565,477	271,687	190,512	60,172	975	523,346
Financial assets held for trading (excluding loans and advances) . .	44,846	53,782	22,845	1,328	122,801	33,831	61,507	27,846	2,028	125,212
Available-for-sale financial assets	10,149	44	12,628	21,528	44,349	13,126	23	17,943	7,606	38,698
Loans and advances to credit institutions	53,205	19,810	11,146	25,429	109,590	67,061	18,185	20,311	22,956	128,513
Non-current assets	5,373	4,685	1,805	(202)	11,661	4,558	5,059	1,695	1,243	12,555
Other asset accounts	25,876	9,458	24,707	170,154	230,195	18,583	8,691	16,842	126,028	170,144
Total assets/liabilities . . .	450,067	271,865	141,985	220,156	1,084,073	408,846	283,977	144,809	160,836	998,468
Customer deposits.	149,167	122,514	82,054	1,969	355,704	140,231	115,194	75,301	497	331,223
Marketable debt securities	70,344	76,055	5,039	82,196	233,634	47,633	72,858	5,258	78,320	204,069
Subordinated liabilities. . .	2,379	7,876	2,540	22,875	35,670	2,362	9,430	2,383	16,248	30,423
Liabilities under insurance contracts . . .	10,907	6	2,121	–	13,034	8,547	71	2,086	–	10,704
Deposits from credit institutions	66,027	38,688	19,017	47,834	171,566	89,016	51,020	32,403	8,935	181,374
Other liability accounts. . .	130,970	23,549	22,626	18,326	195,471	103,090	32,076	19,530	21,137	175,833
Equity	20,274	3,177	8,588	46,955	78,994	17,967	3,328	7,847	35,700	64,842
Off-balance-sheet customer funds.	92,761	10,225	47,991	–	150,977	102,465	8,307	56,352	–	167,124
Total funds under management.	542,829	282,090	189,976	220,155	1,235,050	511,311	292,284	201,160	160,837	1,165,592

Income Statement

Millions of Euros

(Summarised) Income Statement	2007				2006			
	Continental Europe		Financial Management and Holdings		Continental Europe		Financial Management and Holdings	
	Abbey	Latin America	Abbey	Total	Abbey	Latin America	Abbey	Total
NET INTEREST INCOME . . .	7,894	2,335	6,654	(1,588)	6,206	2,108	5,272	12,480
Share of results of entities accounted for using the equity method.	9	2	4	427	6	3	7	427
Net fee and commission income	4,137	1,007	2,866	30	3,653	1,025	2,357	7,024
Insurance activity income	148	–	171	–	137	–	120	253
Gains/losses on financial assets and liabilities and Exchange differences	732	436	691	1,113	708	424	604	2,149
GROSS INCOME	12,920	3,780	10,386	(18)	10,710	3,560	8,360	22,333
Sales and income from the provision of non-financial services (net of expenses) and Other operating income/expense	30	51	(141)	15	39	42	(118)	(70)
General administrative expenses: Personnel expenses	(3,014)	(1,037)	(2,222)	(236)	(2,684)	(1,062)	(1,975)	(5,925)
Other administrative expenses	(1,513)	(780)	(1,867)	(270)	(1,272)	(815)	(1,726)	(3,973)
Depreciation and amortisation .	(559)	(102)	(348)	(259)	(523)	(105)	(305)	(1,147)
NET OPERATING INCOME .	7,864	1,912	5,808	(768)	6,270	1,620	4,236	11,218
Net impairment losses.	(1,580)	(312)	(1,660)	(1,527)	(1,355)	(387)	(886)	(2,551)
Other gains/losses	39	22	(368)	1,745	(245)	–	(230)	328
PROFIT/(LOSS) BEFORE TAX	6,323	1,622	3,780	(550)	4,670	1,233	3,120	8,995
PROFIT FROM ORDINARY ACTIVITIES	4,546	1,201	2,958	134	3,269	889	2,451	6,741
Profit from discontinued operations	–	–	112	685	1,147	114	124	1,505
CONSOLIDATED PROFIT FOR THE YEAR	4,546	1,201	3,070	819	4,416	1,003	2,575	8,246
PROFIT ATTRIBUTED TO THE GROUP	4,439	1,201	2,666	754	4,144	1,003	2,287	7,596

Continental Europe

This area covers the banking activities of the different networks and specialised units in Europe, principally with individual clients and small and medium sized companies (“SMEs”), as well as private and public institutions. During 2007 there were four units within this area: the Santander Branch Network, Banesto, Santander Consumer Finance and Portugal including retail banking, global wholesale banking and asset management and insurance.

Continental Europe is the largest business area of the Group. At the end of 2007, it accounted for 48% of total customer and funds under management, 55% of total loans and credits and 53% of profit attributed to the Group or the Group’s main business areas.

The area had 5,976 branches and 47,838 employees (direct and assigned) at the end of 2007.

In 2007, the Continental Europe Segment’s efficiency ratio improved by 2% to 38.8% (from 40.8% in 2006). Profit attributed to the Group from this segment increased 27.4% to €4,423 million. Return on equity, “ROE”, in 2007 was 21.3%, a 0.9% increase from 2006.

The Santander Branch Network

The retail banking activity in Spain is carried out through the branch network of Banco Santander, with support from an increasing number of automated cash dispensers, savings books updaters, telephone banking services, electronic and internet banking.

At the end of 2007, the Santander Branch Network had 2,887 branches and a total of 19,392 employees (direct and assigned), of which 87 employees were temporary, dedicated to retail banking in Spain. Compared to 2006, there was a net increase of 55 branches and a net increase of 365 employees.

In 2007, the Santander Branch Network grew by approximately 10.7% in lending, 17.9% in net operating income and 19.9% in profit attributed to the Group. It also improved its efficiency ratio from 40.9% in 2006 to 38.7% in 2007.

Gross income from the Santander Branch Network was EUR 4,747 million in 2007, a 13.5% increase from 2006.

In 2007, profit attributed to the Group from the Santander Branch Network was EUR 1,806 million, 19.9% higher than profit attributed to the Group in 2006, while the ROE reached 21.3% (as compared to 22.8% in 2006).

The 10.7% growth in lending in 2007 versus 2006 came from loans to SMEs which grew by 18%, and from mortgages with a 10% increase.

Customer funds under management experienced a reduction of 5.4% during 2007, which came principally from decreases of 14.2% in mutual funds, and 2.7% in customers’ deposits.

Banesto

At the end of 2007, Banesto had 1,946 branches and 10,776 employees (direct and assigned), of which 161 employees were temporary (an increase of 102 branches and 231 employees as compared to the end of 2006).

For the purposes of the Group’s financial statements, Banesto’s results of operations have been calculated using the criteria described on page 82 of Banco Santander’s 2007 Annual Report. As a result, the data set forth herein may not coincide with the data published independently by Banesto.

In 2007, Banesto grew by approximately 21.2% in lending and 17.2% in customer deposits and there was a decrease of 16.5% in off-balance sheet customer funds.

In 2007, gross income from Banesto was EUR 2,282 million, a 14.8% increase from 2006. Profit attributed to the Group from Banesto was EUR 668 million, a 46.9% decrease from 2006, while the ROE reached 18.3% (as compared to 44.4% in 2006 (20.6% in 2006 excluding extraordinary capital gains and allowances)) and the efficiency ratio improved to 41.2% (as compared to 45.3% in 2006).

Santander Consumer Finance

The Group's consumer financing activities are conducted through its subsidiary Santander Consumer Finance S.A. ("**Santander Consumer Finance**") and its group of companies. Most of the activity is in the business of auto financing, personal loans, credit cards, insurance, and customer deposits. These consumer financing activities are mainly focused on Spain, Portugal, Germany and Italy (through Santander Consumer Bank S.p.A.). The Group also conducts this business in the UK, Hungary, the Czech Republic, the Netherlands, Norway, Poland and Sweden. The Group's operations in the USA (through Drive) were included as part of this segment.

At the end of 2007, this unit had 285 branches (as compared to 282 at the end of 2006) and 7,221 employees (direct and assigned) (as compared to 5,401 employees at the end of 2006), of which 255 employees were temporary.

In 2007, this unit generated gross income of EUR 2,638 million, a 44.5% increase from 2006. Profit attributed to the Group was EUR 719 million, a 27.1% increase from 2006, while the ROE reached 34.1% (as compared to 35.6% in 2006) and the efficiency ratio improved to 29.6% (as compared to 34.7% in 2006).

At the end of 2007, total lending for this subsidiary amounted to more than EUR 45 billion (a 15.9% increase as compared to 2006) including securitisations. Two-thirds of it is auto finance, with a greater share of new vehicles (38% vs. 28% for used vehicles), and the combined share of consumer loans via dealers, cards and direct credit represent 17% of the total portfolio. Three countries account for 76% of the portfolio: Germany (36%), Spain (28%) and Italy (12%). If the Group includes the USA (Drive) and the Netherlands (each of which account for 7% of the portfolio), the total volume represented by these five countries amounts to 90%.

The main reasons for Santander Consumer Finance's growth have been:

- a moderate growth in its traditional European businesses;
- a successful integration of Drive, which performed better than its initial established goals. Drive has had a significant positive impact on the performance of Santander Consumer Finance, S.A.; and
- expansion of new business areas to encourage future growth of the Group's consumer business.

Portugal

The Group's main Portuguese operations are conducted by Banco Santander Totta, S.A., and the Group's Portuguese investment banking operations are conducted by Banco Santander de Negocios Portugal, S.A.

At the end of 2007, Portugal operated 763 branches (as compared to 727 branches at the end of 2006) and had 6,405 employees (direct and assigned) (as compared to 6,114 employees at the end of 2006), of which 427 employees were temporary.

In 2007, gross income from the Group's activities in Portugal was EUR 1,214 million, a 10.1% increase from 2006. Profit attributed to the Group was EUR 527 million, 24.6% higher than in 2006, while the ROE reached 28.6% (24.1% in 2006) and the efficiency ratio improved to 44% (from 47.3% in 2006).

Others

The rest of the Group's businesses in the Continental Europe segment (Banif, Asset Management, Insurance and Global Wholesale Banking) generated profit attributed to the Group of €719 million, 83.4% more than in 2006.

United Kingdom (Abbey)

Abbey became part of the Group on 12 November 2004 and only its balance sheet was consolidated with the Group as of 31 December 2004. Its results of operations were consolidated with the Group's for the first time in 2005.

Abbey is a significant financial services provider in the United Kingdom, being the third largest residential mortgage lender measured by outstanding balances. Abbey also provides a wide range of retail savings accounts, and operates across the full range of personal financial services.

At the end of 2007, Abbey had 704 branches and a total of 16,827 employees (direct and assigned) of which 193 employees were temporary. Compared to 2006, there was a net reduction of 8 branches and 319 employees.

For purposes of the Group's financial statements, Abbey's results of operations have been calculated using the criteria described on page 82 of the Bank's 2007 Annual Report. As a result, the data set forth herein may not coincide with the data published independently by Abbey.

In 2007, Abbey contributed gross income of EUR 3,780 million (a 6.2% increase from 2006), net operating income of EUR 1,913 million (a 18.1% increase from 2006) and EUR 1,201 million of profit attributed to the Group (a 19.8% increase from 2006) which represents 15% of the Group's total operating areas. Loans and advances experienced a reduction of 3.4% and customer funds under management increased by 5.3% during the same period. ROE was 32.26% (as compared to 32.79% in 2006) and the efficiency ratio was 50.1% (as compared to 55.1% in 2006).

Operating expenses were 3.2% lower, due to a lower personnel expense as a result of personnel reduction during 2006.

The non-performing loans ratio during 2006 and 2007 were 0.60%, and the coverage ratio declined from 86% to 66%.

Latin America

At 31 December 2007, the Group had 4,498 offices and 65,628 employees (direct and assigned) in Latin America (as compared to 4,368 offices and 60,871 employees, respectively, at 31 December 2006), of which 353 were temporary employees.

Profit attributed to the Group from Latin America was EUR 2,666 million, a 16.6% increase from 2006, while the ROE reached 29.1% (as compared to 26.6% in 2006) and the efficiency ratio improved to 41.8% (as compared to 47% in 2006). At the end of 2007, Latin America accounted for 32% of the Group's total profit.

The Group's Latin American banking business is principally conducted by the following banking subsidiaries:

Percentage Held at 31 December 2007		Percentage Held at 31 December 2007	
Banco Santander Río, S.A. (Argentina)	99.30	Banco Santander, S.A. (Mexico)	74.95
Banco Santander, S.A. (Brazil)	98.08	Banco Santander Puerto Rico	90.59
Banco Santander Chile	76.73	Banco Santander, S.A. (Uruguay)	100.00
Banco Santander Colombia, S.A.	97.64	Banco de Venezuela, S.A. Banco	
		Universal	98.42

The Group engages in a full range of retail banking activities in Latin America, although the range of its activities varies from country to country. The Group seeks to take advantage of whatever particular business opportunities local conditions present.

The Group's significant position in Latin America is attributable to its financial strength, high degree of diversification (by countries, businesses, products, etc.), breadth and depth of its franchise.

Detailed below are the performance highlights of the main Latin American countries in which the Group operates:

Brazil. Banco Santander Brazil (which does not include Banco Real) is one of the main financial franchises in Brazil. There are 2,104 branches and 8.3 million individual customers.

The Group continued to focus on expanding retail businesses in 2007. During the year, 800,000 individuals became new clients.

Lending rose 32% encouraged by (all percentages in local currency) (1) a 28% growth in lending to individual customers (55% increase via credit cards, 30% increase in loans linked to payroll deposits and 26% increase in auto finance) and (2) a 41% growth in lending to SMEs and companies.

Deposits increased 30% and mutual funds grew 36%.

Profit attributed to the Group from Brazil in 2007 was EUR 905 million, a 20.5% increase as compared with 2006 (17.6% increase in local currency). At the end of 2007 the efficiency ratio was 39.6%, ROE was 28.5%, the ratio of non-performing loans (“NPL”) was 2.7% and the NPL coverage was 101%.

Mexico. Banco Santander, S.A. (Mexico), is one of the leading financial services companies in Mexico. It leads the third largest banking group in Mexico in terms of business volume. The Group has a network of 1,088 branches and 8.5 million banking customers in Mexico.

Loans and credits increased in 2007 by 24%. Of note were the growth of consumer credits and lending to SMEs (30% and 64% above the market, respectively).

Profit attributed to the Group from Mexico increased 23.8% to EUR 654 million (an increase of 35.6% in local currency). The efficiency ratio was 37.7%, ROE was 26.5%, the ratio of non-performing loans was 1.2% at the end of 2007 and the NPL coverage was 192%.

Chile. Banco Santander Chile leads the largest financial group in the country with substantial business in loans, deposits and mutual funds and pension funds. The Group has 494 branches and 2.8 million customers.

In 2007, lending to individuals and SMEs grew by 15% and 19%, respectively, while deposits increased by 18%.

Profit attributed to the Group from Chile increased 11% to EUR 543 million (a 19.3% increase in local currency). The efficiency ratio improved to 39.2%, ROE was 43.81%, the ratio of non-performing loans was 2.1% and the NPL coverage was 118%.

Puerto Rico. Banco Santander Puerto Rico is one of the largest financial institutions in Puerto Rico. The Group has 137 branches and 0.5 million customers.

In 2007, Santander Puerto Rico continued its strategy of developing business with individual customers (consumer loans and mortgages) and companies, in an environment of economic recession that has slowed down the growth of the financial system in Puerto Rico. Lending and savings increased by 4% and 5%, respectively.

Profit attributed to the Group from Puerto Rico was EUR 1 million, compared to the EUR 26 million obtained in 2006 due to higher net loan-loss provisions in 2007 as well as the impairment of the investment in Island Finance (EUR 14 million). The efficiency ratio was 64.6%, the ratio of non-performing loans stood at 3.2% and the NPL coverage was 102%.

Venezuela. Banco de Venezuela, S.A. Banco Universal is one of the country’s largest banks with 283 branches and 3 million banking customers.

The main focus of management in 2007 was to maximise the profitability of business and increase recurrent revenues, through growth in lending, especially to individuals, transactional deposits and fee-generating services. Lending and deposits, in local currency, increased 56% and 8% respectively.

Profit attributed to the Group from Venezuela grew 22.6% to EUR 179 million (a 33.8% increase in local currency). The efficiency ratio was 40.2%, ROE stood at 44%, the ratio of non-performing loans was 1.0% and the NPL coverage was 371%.

Colombia. In a favourable environment of economic and financial stability, the Group focused in 2007 on developing its franchise and on selective business growth, particularly in the retail segments. Lending to individual customers and SMEs rose 60% and deposits 4%.

Profit attributed to the Group from Colombia was EUR 15 million, 39.3% lower than in 2006 in local currency.

Argentina. Banco Santander Río S.A. is one of Argentina's leading banks, with a market share of 9.6% in lending and 9.4% in deposits.

Argentina continued its economic recovery during 2007 and Banco Santander Río made a positive contribution to the Group's earnings, with profit attributed to the Group of EUR 188 million in 2007, a 41% increase in local currency.

Lending rose 32% and was mainly focused on SMEs and individuals, while deposits increased 18%.

Others

In 2007 Uruguay generated profit attributed to the Group of EUR 23 million.

Santander Private Banking performed well with an increase in profit attributed to the Group of 27.9% during 2007 to U.S.\$223 million. Assets under management totalled U.S.\$42 billion, which represents a 28% growth in comparison to 2006. This is mainly attributable to the integration of a portfolio of customers acquired from Bank of America.

Secondary level (or business)

The summarised income statements and other significant data are as follows:

	Millions of Euros									
	2007			2006						
(Summarised) Income Statement	Commercial Banking	Global Wholesale Banking	Asset Management and Insurance	Financial Management and Holdings	Total	Commercial Banking	Global Wholesale Banking	Asset Management and Insurance	Financial Management and Holdings	Total
NET INTEREST INCOME . . .	15,339	1,492	52	(1,588)	15,295	12,310	1,241	35	(1,106)	12,480
Share of results of entities accounted for using the equity method.	15	–	–	427	442	16	–	–	411	427
Net fee and commission income	6,668	919	423	30	8,040	5,966	646	423	(11)	7,024
Insurance activity income	–	–	319	–	319	–	–	257	(4)	253
Gains/losses on financial assets and liabilities and exchange differences	1,349	491	19	1,113	2,972	1,042	690	4	413	2,149
GROSS INCOME	23,371	2,902	813	(18)	27,068	19,334	2,577	719	(297)	22,333
Sales and income from the provision of non-financial services (net of expenses) and Other operating income/expense	(30)	(29)	(1)	15	(45)	(4)	(33)	–	(33)	(70)
General administrative expenses:										
Personnel expenses	(5,603)	(542)	(128)	(236)	(6,509)	(5,165)	(447)	(109)	(204)	(5,925)
Other administrative expenses	(3,737)	(310)	(113)	(270)	(4,430)	(3,455)	(252)	(106)	(160)	(3,973)
Depreciation and amortisation .	(899)	(91)	(19)	(259)	(1,268)	(848)	(68)	(17)	(214)	(1,147)
NET OPERATING INCOME .	13,102	1,930	552	(768)	14,816	9,862	1,777	487	(908)	11,218
Net impairment losses.	(3,488)	(63)	(1)	(1,527)	(5,079)	(2,324)	(304)	–	77	(2,551)
Other gains/losses	(256)	(35)	(16)	1,745	1,438	(412)	(48)	(15)	803	328
PROFIT/(LOSS)BEFORE TAX	9,358	1,832	535	(550)	11,175	7,126	1,425	472	(28)	8,995
Other aggregates:										
Total assets.	678,867	166,979	18,071	220,156	1,084,073	668,960	153,005	15,667	160,836	998,468
Loans and advances to customers	510,561	52,975	22	1,919	565,477	474,253	47,948	171	974	523,346
Customer deposits.	308,652	45,082	1	1,969	355,704	288,533	42,194	–	496	331,223

Retail Banking

The Group's Retail Banking business generated 86% of the operating areas' total gross income in 2007 and 80% of profit before tax (EUR 9,358 million, an increase of 31.3% from 2006). Gross income was 20.9% higher than in 2006 at EUR 23,371 million. This segment had 126,118 employees at the end of 2007.

Retail Banking in Continental Europe continued the growth trends of the last two years in volume and earnings. Net interest income rose 26.9%, net operating income rose 26.7% and profit before tax rose 27.7%. All units (the Santander Branch Network, Banesto, Santander Consumer Finance, Portugal and Banif) grew strongly. As in 2006, the main drivers in 2007 continued to be business growth, with lending up 15% and deposits up 7% (due to the issue of securities mandatorily convertible into newly-issued ordinary shares of the Bank ("**Valores Santander**") amounting to €7 billion). Good management of prices in an environment of rising interest rates and selective control of costs also contributed to the growth in Retail Banking. The efficiency ratio improved from 42.2% in 2006 to 39.3% in 2007.

Net operating income generated by Abbey's Retail Banking was 18.2% higher, partly as a result of the 7.2% rise in gross income and containment of operating expenses (-1.7%). The combined effect was an improvement in the efficiency ratio of 4.7 percentage points to 49.9%.

The continued strong earnings performance of Retail Banking in Latin America was due to strong growth in customer business, the good performance of net interest income and net fees, and control of costs compatible with business development. Net operating income increased 50.5% and profit before tax 37.2%. The efficiency ratio was 7.6 percentage points better at 44.7%. The respective increases, in local currency, were 32.0%, 57.3% and 45.6%. The growth strategies were based on increasing the number of individual customers and SMEs, developing loyalty products, such as payroll and credit cards, and focusing on more profitable products in all countries.

Global Wholesale Banking

This area covers the Group's corporate banking, treasury and investment banking activities throughout the world.

This segment, managed by Santander Global Banking & Markets, contributed 11% of the operating areas' total gross income and 16% of profit before tax (EUR 1,832 million, 28.6% more than in 2006). This segment had 2,589 employees at the end of 2007.

These results were due to three factors:

- First, the strong growth in customer revenues (an increase of 24%), which accounted for more than 77% of total revenues earned by this segment, as a result of the increasing contribution of greater value-added businesses (markets, investment banking and cash management).
- Second, a smaller contribution from the results of trading activity, which was affected in the second half of the year by instability in the financial markets, compared with the first half's excellent results. These revenues for the whole of 2007 were lower than in 2006.
- Third, lower generic provisions in 2007 compared with large allocations in 2006, generated by certain large transactions.

These factors were reflected in the income statement. Gross income grew by 12.6%, while gains on financial transactions were 28.9% lower because of the lower contribution from trading activities. Operating expenses (+23.1%) continued to reflect the investment made in developing markets and global transactional banking. The efficiency ratio was 32.5%.

The business model is structured as a double (customer-product) sector model in the countries where it operates. With regards to the customer sectors, the Global Customer Relationship Model, which manages the main corporate and institutional customers, continued to be used. The incorporation of 121 new clients (mostly from Latin America) in 2007, the restructuring of the coverage area and the development of specialised units, as well as stronger links with product areas, particularly global

investment banking in a period of strong corporate activity, pushed up the Model's revenues to EUR 1.243 million, 27% more than in 2006.

The product sector's three areas also registered significant progress in line with its strategic priorities:

1. Global Transaction Banking

In this area, which comprises various corporate products (global cash management, trade finance, basic finance and global securities – custody), the Group continued to strive to attain leadership in its markets. Gross income for Global Transaction Banking grew 16% for the whole year.

Cash management performed well. This area covers the range of transactional products (payments to and by suppliers, payroll, etc.), financing (discounting, advances, factoring, confirming) and funds. Cash management's gross income, which accounted for more than one-third of the total, increased 20%, driven by operations in Brazil and Argentina (with increases of 38% and 46%, respectively).

2. Global Investment Banking

This area covers corporate finance (mergers and acquisitions and equity capital markets), structured finance (project finance, acquisition finance and syndicated loans) and asset and capital structuring. Its objective is to consolidate the Group's leadership in Spain, Portugal and in Latin America and continue to work with the Group's clients in other markets. Total revenues for these businesses were 66% higher in 2007 than in 2006.

In Corporate Finance, Santander participated in intermediation and advisory services for 150 operations, 53% of them outside of Spain.

In Equity Capital Markets, there was a great deal of activity in primary markets in Europe and Latin America, particularly in Brazil.

In Asset & Capital Structuring, the Group strengthened its international position with specialised units in Brazil, Mexico and Chile where the focus was on innovation and the design of structures for financing assets and optimisation of capital.

3. Markets

This area, which covers the Group's treasury activities and distribution of equities, made progress in its two objectives: leverage of the Group's commercial networks to distribute risk management solutions for companies and individuals; and, development of additional product capacities in order to expand the franchise with corporate and institutional clients in core markets. Revenues generated by customers grew by 14% (including equity business), which partly offset the weak performance of markets in the second half of the year. For 2007 as a whole, the revenue of the markets area was 5% lower than in 2006.

Revenues in the global treasury business with customers increased 9%. This business, which already accounts for two-thirds of the total, produced a good relative performance, as it limited the impact of instability in the financial markets and meant that opportunities arising from this environment could be taken advantage of.

The two main revenue generators are Santander Global Markets and Santander Global Connect. Santander Global Markets, for corporate and institutional clients, leveraged its performance on increasing participation in operations with wholesale clients and more value-added solutions together with the synergies of crossed transactions between treasuries in Europe and Latin America. Santander Global Connect, for retail customers in cooperation with the retail banks of various countries, increased its gross revenues (including those recorded by the networks) as a result of extending its products to other Group treasuries and the strength of the market in Spain.

In Spain and Portugal, Santander Global Markets' revenue from sales to clients registered high double digit growth, backed by participation in major operations with wholesale clients. Santander Global Connect's contribution remained solid, with stronger growth in Portugal. The

increased volatility in the markets in the second half of 2007, however, meant a weaker performance in management of flows and books associated with customer activity.

In Latin America, customer revenues grew by 21% due to Santander Global Connect entering into new markets, and its increasing participation in wholesale operations. However, activity was affected negatively by the impact on trading positions of tensions in the financial markets.

Asset Management and Insurance

This segment comprises all of the Group's companies whose activity is the management of mutual and pension funds and insurance. At 31 December 2007, it accounted for 3% of total gross income and 4% of profit before tax (EUR 535 million, 13.3% higher than in 2006). This segment had 1,585 employees at the end of 2007.

Gross income rose 13.1%, mainly driven by insurance activity (which increased by 24.3%). Fee income was virtually unchanged mainly because of the slowdown in mutual funds business in Spain and the strong impact of exchange rates on Latin America's gross income. Operating expenses, which reflect the investment in building up these global businesses, increased 12.4% which was less than the growth in gross income. Net operating income rose 13.5% and the efficiency ratio improved slightly to 32.0%.

The sale in 2007 of the Group's pensions businesses in Colombia, Uruguay, Mexico, Chile and Argentina as a result of a strategic review, generated net capital gains of EUR 622 million (recorded in Financial Management and Equity Stakes).

Asset Management

Santander Asset Management's global business generated EUR 1,891 million of fees in 2007 (a 5.9% increase). Profit before tax, after deducting operating expenses and fees paid to the networks, was, increased by 8.1% at EUR 243 million. Total managed assets amounted to EUR 130 billion.

Business was conducted in the second half of the year in an environment of strong preference for on-balance sheet funds and a widespread lack of confidence in the markets, particularly in mortgage-backed structured products.

Santander Asset Management's strategy in 2007 continued to focus on developing platforms for transnational investment, improving the product mix, creating innovative products and optimising efficiency in order to improve operating margins.

Of note was the streamlining and concentration of UK structures, with the creation of a single fund management institution under the brand of Santander Asset Management UK, enabling it to assume direct management of UK mutual funds and improve their return. In Santander Asset Management UK's first year, the Group met the Group's commercial and business targets and is laying the foundations for a significant improvement in operational efficiency.

In an environment of strong growth in Latin America and a downturn in Europe, the Group continued to streamline the Group's range of products and gradually use the platform in Luxembourg to unify products that can be distributed in the two continents.

In 2007, the Group sold its pension fund management business in Latin America.

These results and strict management of costs enabled Santander Asset Management to absorb the investment in developing its global platform and it ended 2007 with the sector's best efficiency levels at the international level: operating expenses only represented 0.13% of assets under management.

Asset Management consists of traditional management and alternative management. Their respective performances were as follows:

Traditional management of assets

This covers mutual funds and pension plans, but not alternative investment funds. As at 31 December 2007, assets stood at EUR 120 billion (92% of the total assets under management).

In Spain, assets under traditional management in mutual funds and investment companies amounted to EUR 55 billion, consolidating Santander Asset Management as the sector's leader with a market share of 22% according to Inverco.

The development in 2007 was determined by the financial markets' greater liquidity needs which gave rise to very aggressive offers to capture bank deposits. This tougher competition for deposits, coupled with setting them at the same tax level as mutual funds, reduced the relative attractiveness of funds for savers.

In addition, and also affecting the Santander Branch Network, the launch of "Valores Santander" reduced the attractiveness of mutual funds as investors were lured by the new product.

Growth in pension plans in Spain was lower at both Group and market level because of tax changes to the year's contributions. At the end of 2007, Santander Asset Management managed EUR 10.5 billion (a 5% increase), 87% of which was individual plans.

In Portugal, management of mutual and pension funds continued the policy of improving the mix of products, which further raised the average commission. Managed assets amounted to EUR 7.2 billion at 31 December 2007.

The UK benefited from restructuring within the global model and Abbey's drive in structured products. Managed assets amounted to more than EUR 10 billion (a 34% increase in sterling) at 31 December 2007.

Latin America's mutual funds under management rose 29%, in local currency, to EUR 36 billion at 31 December 2007.

Alternative Management

Santander Asset Management also strengthened its presence in various segments of alternative management, where it managed assets of more than EUR 11 billion at 31 December 2007. Of note were:

- In hedge funds, Optimal managed a volume close to EUR 6 billion at 31 December 2007, an increase of 16% in local currency.
- In real estate funds and investment companies, Santander Asset Management administered EUR 4.7 billion at 31 December 2007.
- In venture capital funds, the Group launched a new infrastructure fund. Santander Private Equity managed EUR 317 million at 31 December 2007.

Insurance

The global business of Santander Insurance generated gross income (fees and revenues from insurance) of EUR 1,751 million (a 21.8% increase), 6.5% of the operating areas' total. Its total contribution to the Group's results, the sum of profit before tax of the insurance companies and brokers (EUR 294 million) and fees received by networks, was EUR 1,674 million (a 21.5% increase).

Santander Insurance made further progress in installing the global business model in each of the Group's insurance units. Of note was the launch of a new commercial structure that integrates the various geographic areas and distribution channels.

Its objective is to achieve global business management at the level of product development and linkage (lending products, structured savings) as well as developing basic capacities (marketing-CRM, retaining customers, transfers and local application of best practices in processes and distribution channels).

Spain's contribution was 24.6% higher at EUR 465 million, due to the broadening and improvement in the range of products and intensive marketing. Of note was the good performance of new products, particularly insurance savings products at the Santander Branch Network, and extending coverage of death, incapacity and unemployment insurance to include products with features such as direct deposit of payroll cheques and direct debits. Premium income rose strongly (to around EUR 2.9 billion).

In Portugal insurance linked to loans and capitalisation-savings products grew strongly. The total contribution to the Group was 32.8% higher at EUR 102 million.

Santander Consumer Finance kept up a strong pace of growth in credit-linked insurance. Its contribution increased 21.0% to EUR 381 million.

The UK's total contribution was EUR 286 million, virtually unchanged in sterling. This was due to the slower pace of business in the last part of 2007 and the cancellation of the distribution agreement with intermediaries, in contrast to the positive impact of new life-protection products sold via Abbey's branches.

Latin America generated 26% (EUR 441 million) of the area's total contribution, offering the fastest growth (+40.8% without the exchange-rate impact). The drive in marketing products via banking networks and other channels such as telemarketing, together with development of streamlined and transparent life-risk products, increased the results of the region by more than 30%. Of note was Mexico, which doubled its contribution, and Brazil, which contributed almost half the region's total. Its solid growth was based on the sale of more products.

Financial Management and Equity Stakes

At the end of 2007, this area had 1,526 employees (direct and assigned) (1,498 employees at the end of 2006), of which 193 were temporary.

This area is responsible for a series of centralised activities and acts as the Group's holding entity, managing all capital and reserves and assigning capital and liquidity to the other businesses. The cost of liquidity, via the transfer of funds to various businesses, is calculated at the short-term market rate, which was 4.06% in 2007 (2.96% in 2006).

The area made a profit of EUR 754 million including ABN AMRO's net contribution of EUR 60 million and a net figure for extraordinary capital gains and allowances of EUR 934 million.

ABN AMRO's incorporation to the Group's financial statements had the following effects: revenue of EUR 141 million (recorded in share of results from entities accounted for by the equity method) and financing costs of EUR 121 million (recorded in net interest income) which, net of tax, was EUR 81 million, making the total net contribution EUR 60 million.

Excluding capital gains and ABN AMRO's net contribution, this area, as is usual, made a loss of EUR 239 million (EUR 178 million in 2006).

The main positive impact was on trading gains which increased EUR 803 million, to EUR 1,217 million (EUR 414 million in 2006). This increase was principally due to the positive effect of the euro/dollar and euro/sterling positions (which offset the negative impact of the depreciation of the respective currencies on the results in Latin America and the UK), and the larger contribution of the portfolios of interest rate risk hedging, which in 2006 registered losses because of the write-downs, and which in 2007 made a slightly positive contribution.

The negative effects were the impact on net interest income that the rise in interest rates had on the cost of financing, the higher cost from the larger volume of securitisations and lower profits by the equity accounted method from Cepsa (part of this decline was offset in minority interests).

Equity Stakes: this sub segment centralises the management of equity stakes in financial and industrial companies.

The main developments in 2006 and 2007 were the sale of 4.8% of Sanpaolo IMI at the end of 2006 and of 1.79% of Intesa Sanpaolo in the second quarter of 2007 (the latter generating a capital gain of EUR 566 million).

Financial Investments

The Group has financial investments in a number of banking companies, principally in Europe. The following summarises the Group's most important financial investments:

RFS Holdings B.V. As of 31 December 2007, the Group had a 27.91% stake in RFS Holdings (the holding company of the ABN AMRO Group).

Sovereign Bancorp. As of 31 December 2007, the Group had a 24.43% stake in Sovereign.

Attijariwafa Bank. As of 31 December 2007, the Group had a 14.5% interest in Attijariwafa Bank, which engages mainly in trade finance and foreign investment activities. Together with Attijariwafa Bank, the Group has a 50% joint venture in Attijari International Bank Société Anonyme, which specialises in trade finance in Tangier's free trade zone.

Industrial Portfolio

The majority of the Group's industrial holdings portfolio consists of investments in strategic sectors related to the growth of the Spanish economy. Through the Group's investments in these areas, the Group aims to contribute to the Group's consolidated results.

The following table summarises the Group's main industrial holdings at 31 December 2007:

Company	Business	Percentage Held at 31 December 2007
France Telecom España, S.A.	Telecommunications	5.01
CEPSA.	Oil and Petrochemicals	31.64
Grupo Corporativo ONO, S.A.	Telecommunications	4.47

At the end of 2007, the Group's unrealised capital gains in listed financial and industrial stakes were estimated at around EUR 4 billion.

Financial Management: this area carries out the global functions of managing the structural exchange rate position, the structural interest rate risk of the parent bank and the liquidity risk. The latter is conducted through debt issuance and securitisation.

The cost of hedging the capital of the Group's non-euro denominated investments is another activity of this sub-segment. The current hedging policy is aimed at protecting the capital invested and the year's results through various instruments that are deemed to be the most appropriate for their management. The main units with exchange rate risk continued to be hedged in 2006 and 2007.

This sub-segment also manages shareholders' equity, the allocation of capital to each business unit, and the cost of financing investments, with the result that the contribution to earnings is usually negative.

6.1.2 An indication of any significant new products and/or activities.

Global New Products Committee (GNPC)

All new products or services that any entity of the Group seeks to market must be submitted to this Committee for approval.

In 2007, 14 Committee sessions were held (two of them in writing and without a meeting), in which 186 products or product families were analysed.

A Local New Products Committee is created in each country where an entity of the Group is located. Once a new product or service undergoes the established procedure, this Committee must seek the approval of the Global New Products Committee. In Spain, the functions of the Local New Products Committee are vested in the Global New Products Committee itself.

The areas that participate in the Global New Products Committee, chaired by the General Secretary, are: Tax Advice, Legal Advice, Customer Service, Internal Audit, Retail Banking, Global Corporate Banking, Risk Internal Control and Comprehensive Assessment, Compliance, Financial Accounting and Management Control, Financial Transactions and Markets,

Transactions and Services, Risks (Methodology, Processes and Infrastructure), Global Wholesale Banking Risks, Corporate Risks and IFIs, Market Risks, Solvency Risk, Technological and Operating Risk, Santander Private Banking, Technology, Global Treasury, Universities and, finally, the unit proposing the new product or a representative of the Local New Products Committee.

Prior to the launch of a new product or service, the aforementioned areas, as well as, where applicable, other independent experts considered necessary for the proper assessment of the risks incurred (for instance, in relation to Anti-Money Laundering), perform an exhaustive analysis of the aspects that may have an impact on the process and state their opinion regarding the marketing of the product or service in question.

Having examined the documents received, and after verifying that all the requirements are satisfied for the approval of a new product or service, and taking into account the risk guidelines established by the Risk Committee of the Group, the Global New Products Committee then approves, rejects or establishes conditions for the new product or service proposed.

The Global New Products Committee particularly focuses on the suitability of the new product or service to the framework within which it will be marketed. For such purpose, it pays special attention to the following:

- that each product or service is sold by the person that knows how to sell it;
- that customers know what they are investing in and the risk entailed by the product or service in which they invest and that this is supported by documentary evidence;
- that the product or service suits the customer's risk profile;
- that each product or service is sold where it can be sold, not only for legal or tax reasons, i.e., from the viewpoint of its consistency with the legal and tax system of each country, but also by taking into consideration the financial culture prevailing therein; and
- that when a product or service is approved, maximum limits are established regarding its placement.

Manual of Procedures for the Marketing of Financial Products (the “Manual”)

The Manual, which has been used at Banco Santander since 2004 in the retail marketing of financial products in Spain, was subject to a thorough review in 2007, as a consequence of the entry into force on November 1 of Directive 2004/39 on Markets in Financial Instruments (“**MiFID**”), which sets out new requirements for the sale of financial products.

The purpose of the Manual is to ensure: (i) the appropriate assessment of financial products prior to their commercial use; (ii) the appropriate conduct of commercial activities in accordance with the characteristics of the service, the product and the customer; and (iii) compliance with the regulations governing the processes for marketing financial products, including MiFID.

Services consisting of the investment in financial products are subject to the Manual, which includes: securities or other fixed or variable income financial instruments, money market instruments, stakes in mutual funds, deposit and investment insurance, traded derivatives and OTC transactions, and atypical financial contracts. However, the Global New Products Committee may bring other products within the scope of the Manual.

The Manual uses customer and product segmentation as a starting point, and provides for various commercial treatment regimes primarily in terms of the type of service rendered. The combination of these elements (type of customer, type of product and commercial treatment) results in a matrix that determines what kind of mechanism should be applied (appropriateness test, suitability test) in order to evaluate the customer-product match, as well as what kind of warnings must be issued to the customer.

Customer and product segmentation results from cross-matching the internal classification already applied by Santander before MiFID to the classification established by MiFID, which yields a protection level that is greater than the minimum required by MiFID.

The different types of commercial treatment, graded in terms of greater to lesser Bank involvement, are: (i) advised sale, which includes portfolio advice and management; and (ii) non-advised sale, which comprises marketing and mere execution.

During fiscal year 2007, 120 products subject to the Manual were submitted for approval. Although the large majority of the products submitted were investment funds, the marketing of other types of products was also approved, such as warrants, hedging products, preferred interests, and public offers for sale and/or initial public offerings of securities.

Of these 120 products, 68 were new products submitted to the Global New Products Committee, and 52 were non-new products submitted to the Office for the Manual (a specific body created to ensure the implementation of the Manual, reporting to the Compliance Area). These 120 products were categorised as follows: 36 were classified as green products (30%), 49 as yellow products (41%) and 32 as red products (27%). There are three products to which no color was assigned: two of them are generic, and therefore, a color will be assigned to each issue sought to be marketed, and the other one is a product whose approval has been made conditional upon a subsequent review. The color red, yellow or green is assigned by taking into account not only the risk of loss posed by the product but also the degree of difficulty the public may have in understanding its features.

6.1.3. *Principal markets: A brief description of the principal markets in which the guarantor competes.*

The Santander Group is one of the principal financial groups in the Spanish banking sector. At 31 December 2007 it was the leading Spanish banking group in terms of total assets, customer lending, on balance sheet customer funds, net worth and profits.

The information sourced from the annual report of Banco Bilbao Vizcaya Argentaria, S.A. (“**BBVA**”) contained in this section “Business Overview – principal markets in which the Guarantor competes” has been accurately reproduced and, as far as the Issuers or the Bank is aware and is able to ascertain from information published by BBVA, no facts have been omitted which would render the reproduced information inaccurate or misleading.

(*)	SANTANDER GROUP	BBVA
	MILLIONS OF EUROS	MILLIONS OF EUROS
TOTAL ASSETS	912,915	502,204
GROSS CUSTOMER LENDING	574,172	317,998
ON BALANCE SHEET CUSTOMER FUNDS (1)	625,009	334,844
BOOK NET WORTH (2)	54,478	24,811
PROFIT FOR YEAR.	9,636	6,415
— NET PROFIT ATTRIBUTED TO THE GROUP	9,060	6,126

(*)	GRUPO SANTANDER(**) MILLIONS OF EUROS	BBVA MILLIONS OF EUROS
BANKING BRANCH NETWORK (3)	11,178	8,028
WORKFORCE	131,819	111,913
RATIOS:		
— ROE	21.91	34.2
— Efficiency	44.22	38.1
— Level of default	0.95	0.89
— Coverage for default.	150.55	224.8

(*) According to data published by the Group or BBVA, as the case may be, in their respective annual reports.

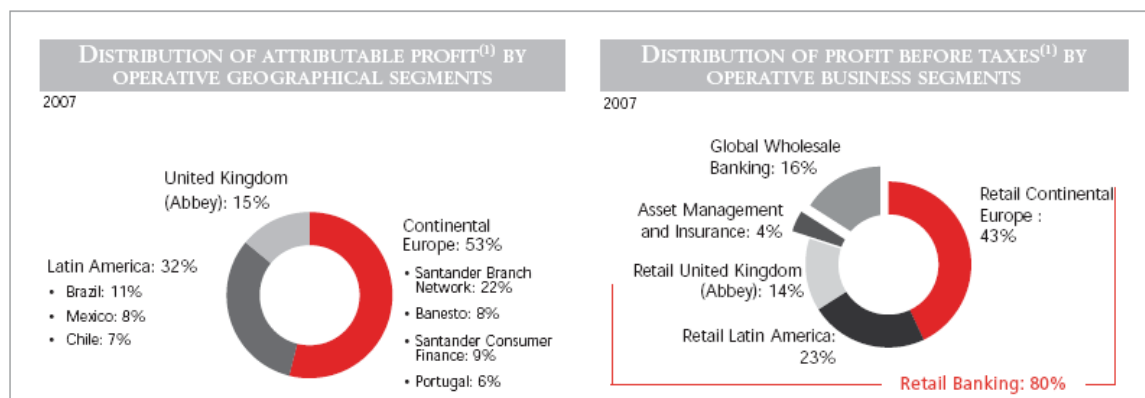
(**) The amounts contained in this column are unaudited.

(1) On Balance Sheet Customer Funds = Customer Deposits + Debt Securities + Subordinated Debt + Insurance Liabilities.

(2) Net of own shares and after applying profit and loss for the year. Does not include minority interests nor valuation adjustments.

(3) In Spain and abroad.

The following chart illustrates the Group's attributable income broken down by operative geographical segments for the 2007 financial year.



7 ORGANISATIONAL STRUCTURE

7.1 *If the guarantor is part of a group, a brief description of the group and of the guarantor's position within it.*

Banco Santander, S.A. is the parent company of the Group. At 31 December 2007 the Group was made up of 636 companies which were consolidated by the global integration method, and 120 companies that are accounted for by the equity method.

7.2 *If the guarantor is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.*

Not Applicable. The Guarantor is not dependent upon any other entity in the Group.

8 TREND INFORMATION

- 8.1 ***Include a statement that there has been no material adverse change in the prospects of the guarantor since the date of its last published audited financial statements. In the event that the guarantor is unable to make such a statement, provide details of this material adverse change.***

There has been no material adverse change in the prospects of the Guarantor and its subsidiaries taken as a whole since 30 June 2008.

- 8.2 ***Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the guarantor's prospects for at least the current financial year.***

The following is a description of certain factors which, if produced, could have a material adverse effect on the Bank or that would cause the disclosed financial information not to be indicative of the Group's future operating results or of its financial condition:

- the European financial services sector is likely to remain competitive with a large number of financial service providers and alternative distribution channels. Further, consolidation in the sector (through mergers, acquisitions or alliances) is likely to occur as the other major banks look to increase their market share, combine with complementary businesses or strengthen their balance sheets. In addition, regulatory changes will take place in the future that may increase the overall level of regulation in the markets;
- a continued downturn in the Spanish and U.K. real estate markets, and a corresponding increase in mortgage defaults;
- uncertainty regarding interest rates in the United States and other countries;
- uncertainties relating to economic growth expectations and interest rates cycles, especially in the United States, Spain, the United Kingdom, other European countries and Latin America, and the impact they may have over the yield curve and exchange rates;
- the effect that an economic slowdown may have over Latin America and fluctuations in local interest and exchange rates;
- the chance that changes in the macroeconomic environment will deteriorate the quality of the Group's customers' credit;
- increases in the Group's cost of funding could adversely affect the Group's net interest margin as a consequence of timing differences in the repricing of the Group's assets and liabilities;
- a continued downturn in capital markets;
- a drop in the value of the euro relative to the US dollar, the Sterling pound or Latin American currencies;
- inflationary pressures, because of the effect they may have in relation to increases of interest rates and decreases of growth;
- increased consolidation of the European financial services sector which could further reduce the Group's spread;
- although it is foreseeable that entry barriers to domestic markets in Europe will be lowered, the Group's possible plans of expansion into other markets could be affected by regulatory requirements of the national authorities of these countries;
- acquisitions or restructurings of businesses, including the Group's acquisitions that do not perform in accordance with the Group's expectations or that subject the Group to previously unknown risks;
- increased regulations and government intervention prompted by the recent turmoil in global financial markets; and

- the risk of further reductions in liquidity and increases of credit spreads as a consequence of the recent crisis in the financial markets arising from the US sub-prime mortgage market, which could affect not only the Group's cost of funding but also the value of its proprietary portfolios and its assets under management. Notwithstanding the foregoing, it is not expected that the Group nor third party funds managed by it will experience any significant loss as a result of the non payment of subprime mortgages, assets or of assets of the same nature derived from the business of Drive, the Group's vehicle financing company in the US.

With respect to the bankruptcy of US investment bank Lehman Brothers, petitioned for in September 2008, it is noted that the exposure of the Group to this entity, both in terms of loans as in derivative transactions, is not material for the Group as a whole.

9 PROFIT FORECASTS OR ESTIMATES

If a guarantor chooses to include a profit forecast or a profit estimate this Base Prospectus must contain the information items 8.1 and 8.2.

The Guarantor has not included a profit forecast or profit estimate in this Base Prospectus.

- 9.1 *A statement setting out the principal assumptions upon which the guarantor has based its forecast, or estimate. There must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies; be readily understandable by investors; be specific and precise; and not relate to the general accuracy of the estimates underlying the forecast.*

Not applicable.

- 9.2 *A report prepared by independent accountants or auditors stating that in the opinion of the independent accountants or auditors the forecast or estimate has been properly compiled on the basis stated and that the basis of accounting used for the profit forecast or estimate is consistent with the accounting policies of the guarantor.*

Not applicable.

- 9.3 *The profit forecast or estimate must be prepared on a basis comparable with the historical financial information.*

Not applicable.

10 ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES

- 10.1 *Names, business addresses and functions in the guarantor of the following persons, and an indication of the principal activities performed by them outside the guarantor where these are significant with respect to the guarantor:*

- members of the administrative, management or supervisory bodies;*
- partners with unlimited liability, in the case of a limited partnership with a share capital.*

The Articles of Association of the Bank (Article 41) provide that the maximum number of Directors is 22 and the minimum number 14. The Board of the Bank is presently made up of 19 directors.

The following table displays the composition, position and structure of the Board and its Committees.

The business address of each of the persons listed below is: Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte, Madrid.

Board of Directors	Executive Committee	Risk Committee	Audit and Compliance Committee	Appointments and Remuneration Committee	International Committee	Technology, Productivity and Quality Committee	Executive	External
Chairman Mr. Emilio Botín-Sanz de Sautuola y García de los Ríos	C				C	C		
First Deputy Chairman Mr. Fernando de Asúa Álvarez (3).		V		C				I
Second Deputy Chairman and Chief Executive Officer Mr. Alfredo Sáenz Abad.								
Third Deputy Chairman Mr. Matías Rodríguez Inciarte		C						
Fourth Deputy Chairman Mr. Manuel Soto Serrano (3).								I
Members								
Assicurazioni Generali S.p.A. (represented by Mr. Antoine Bernheim)								P
Mr. Antonio Basagoiti García-Tuñón								I
Ms. Ana Patricia Botín-Sanz de Sautuola y O'Shea.								
Mr. Javier Botín-Sanz de Sautuola y O'Shea (1) Lord Burns (Terence).								P
Mr. Guillermo de la Dehesa Romero								E
Mr. Rodrigo Echenique Gordillo.								I
Mr. Antonio Escámez Torres								E
Mr. Francisco Luzón López.								I
Mr. Abel Matutes Juan (3).								I
Mr. Juan Rodríguez Inciarte								
Mr. Luis Ángel Rojo Duque (3)			C					I
Mr. Luis Alberto Salazar-Simpson Bos (3)								I
Ms. Isabel Tocino Biscarolasaga								I
General Secretary and of the Board								
Mr. Ignacio Benjumea Cabeza de Vaca (2) (3) . .								
Deputy General Secretary and of the Board								
Mr. Juan Guitard Marín (2)								

C: Chairman, V: Vice Chairman, P: Proprietary, I: Independent, E: External, neither proprietary nor independent

- (1) External proprietary Director who represents in the Board of Directors the capital stock corresponding to the Marcelino Botín Foundation, Mr. Emilio Botín-Sanz de Sautuola y García de los Ríos, Ms. Ana Patricia Botín-Sanz de Sautuola y O'Shea, Mr. Emilio Botín-Sanz de Sautuola y O'Shea, Mr. Jaime Botín-Sanz de Sautuola y García de los Ríos, Ms. Paloma O'Shea Artiñano and his own.
- (2) Not Directors.
- (3) The members of the Audit and Compliance Committee are Fernando de Asúa Álvarez, Manuel Soto Serrano, Abel Matutes Juan, Luis Alberto Salazar-Simpson Bos, and its chairman is Luis Ángel Rojo Duque. The secretary is Ignacio Benjumea Cabeza de Vaca.

Principal Activities Outside the Guarantor

The current Directors of the Bank at the date hereof carry out among others the following functions in other companies:

Directors	Company Name	Functions
Mr. Emilio Botín-Sanz de Sautuola y García de los Ríos	SHINSEI BANK, LIMITED	Director
Mr. Fernando de Asúa Álvarez	IBM ESPAÑA, S.A. COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. (CEPSA) TÉCNICAS REUNIDAS, S.A. CONSTRUCTORA INMOBILIARIA URBANIZADORA VASCO-ARAGONESA, S.A.	Honorary Chairman Director Vice Chairman Director
Mr. Alfredo Sáenz Abad	COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. (CEPSA) FRANCE TELECOM ESPAÑA, S.A.	Vice Chairman Director
Mr. Matías Rodríguez Inciarte	BANCO ESPAÑOL DE CRÉDITO, S.A. FINANCIERA POFERRADA, S.A. GRUPO CORPORATIVO ONO, S.A. OPERADOR DEL MERCADO IBERICO DE ENERGIA POLO ESPAÑOL, S.A. UCI, S.A.	Director Director Second Vice Chairman Director Chairman
Mr. Manuel Soto Serrano	INDRA SISTEMAS, S.A. INVERSIONES INMOBILIARIAS LAR, S.A. CORPORACIÓN FINANCIERA ALBA, S.A. MERCAPITAL, S.L.	Vice Chairman Director Director Chairman of the Advisory Committee
Mr. Antoine Bernheim ⁽¹⁾	CARTERA INDUSTRIAL REA, S.A. ASSICURAZIONI GENERALI, S.p.A. INTESA SAN PAOLO S.p.A. ALLEANZA ASSICURAZIONI S.p.A MEDIOBANCA – BANCA DI CREDITO FINANZIARIO S.p.A LVMH BOLLORÉ INVESTISSEMENT GENERALI FRANCE AMB GENERALI HOLDING, AG GENERALI ESPAÑA HOLDING ENTIDADES DE SEGUROS, S.A. BSI GENERALI HOLDING VIENNA CHRISTIAN DIOR, S.A. EURAZEO	Chairman Vice Chairman of the Supervisory Board Vice Chairman Member of the Supervisory Board Vice Chairman Vice Chairman Director Director Director Director Director Director Director Member of the Supervisory Board
Mr. Antonio Basagoiti García-Tuñón	FAES FARMA, S.A. PESCANOVA, S.A. A.T. KEARNEY	Vice Chairman Director Member, External Advisory Committee
Ms. Ana Patricia Botín-Sanz de Sautuola y O'Shea	BANCO ESPAÑOL DE CRÉDITO, S.A. ASSICURAZIONI GENERALI, S.p.A.	Executive Chairwoman Director
Mr. Javier Botín-Sanz de Sautuola y O'Shea	M&B CAPITAL ADVISERS, SOCIEDAD DE VALORES, S.A. M&B CAPITAL MARKETS, S.V., S.A. FUNDACIÓN MARCELINO BOTÍN	Executive Director Chairman and Chief Executive officer Member
Lord Burns (Terence)	ABBEEY NATIONAL PLC GLAS CYMRU (WELSH WATER) PEARSON GROUP PLC MARKS AND SPENCER GROUP PLC	Chairman Chairman Director Chairman

Directors	Company Name	Functions
Mr. Guillermo de la Dehesa Romero	AVIVA VIDA Y PENSIONES, S.A. DE SEGUROS Y REASEGUROS CAMPOFRÍO ALIMENTACIÓN, S.A. GOLDMAN SACHS EUROPE LTD AVIVA PLC	Chairman Director Director Director
Mr. Rodrigo Echenique Gordillo	INVERSIONES INMOBILIARIAS LAR, S.A.	Director
Mr. Antonio Escámez Torres	SANTANDER CONSUMER FINANCE, S.A. OPEN BANK SANTANDER CONSUMER, S.A. ATTIJARIWafa BANK, SOCIÉTÉ ANONYME ARENA MEDIA COMMUNICATIONS ESPAÑA, S.A. GRUPO KONECTANET, S.L. (2)	Chairman Chairman Vice Chairman Chairman Vice Chairman
Mr. Francisco Luzón López	INDUSTRIA DE DISEÑO TEXTIL, S.A. (Inditex)	Director
Mr. Abel Matutes Juan	FIESTA HOTELS & RESORTS, S.L. EURIZON FINANCIAL GROUP FCC CONSTRUCCIÓN, S.A. TUI AG	Chairman Director Director Member of the Supervisory Board
Mr. Juan Rodríguez Inciarte	SANTANDER CONSUMER FINANCE, S.A. COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. (CEPSA) BANCO BANIF, S.A. RFS HOLDINGS ABN AMRO BANK, N.V. ABN AMRO HOLDING N.V. JCF SERVICES CO LLC. SAAREMA INVERSIONES, S.A.	Director Director Director Director Member of the Supervisory Committee Member of the Supervisory Committee Advisor Chairman and Chief Executive Officer
Mr. Luis Alberto Salazar-Simpson Bos	FRANCE TELECOM ESPAÑA, S.A. CONSTRUCTORA INMOBILIARIA URBANIZADORA VASCO-ARAGONESA, S.A. MUTUA MADRILEÑA AUTOMOVILISTA, SOCIEDAD DE SEGUROS A PRIMA FIJA MUTUACTIVOS PENSIONES, S.A.	Chairman Chairman Director Director
Ms. Isabel Tocino Biscarolasaga	CLIMATE CHANGE CAPITAL	Director

(1) Mr. Antoine Bernheim is the representative at the Bank's board of the company Director Assicurazioni Generali, S.p.A.

(2) Mr. Antonio Escámez Torres is a representative of Santander Consumer Finance in the board of directors of KONECTANET S.L.

There are no potential conflicts of interests between any duties owed to the Guarantor by the Directors and their private interests and/or other duties.

10.2 Administrative, management, and supervisory bodies conflicts of interests. Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 9.1 and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, make a statement to that effect.

During the 2007 financial year there were 50 cases in which Directors, including those who are members of senior management, abstained from taking part in voting in deliberations or meetings of the Board of Directors or its Committees.

In the specific case of Directors of the Bank, conflict of interest situations are regulated by Section 30 of the Rules and Regulations of the Board. This section lays down an obligation for Directors to notify the Board of Directors of any situation of conflict, whether direct or indirect,

which they have with the interests of the Bank. If the conflict relates to an operation, the Director may not carry out the same without the approval of the Board on prior report from the Appointments and Remuneration Committee. The Director concerned must abstain from deliberating and voting on the operation to which the conflict relates.

11 BOARD PRACTICES

11.1 *Details relating to the guarantor's audit committee, including the names of committee members and a summary of the terms of reference under which the committee operates.*

The Audit and Compliance Committee was created primarily in order to evaluate the systems in place for information control and accounts oversight, to safeguard the independence of the accounts auditor and to review the control and compliance systems of the Guarantor and the Group whilst reporting to the Board of Directors on its conduct and findings of these matters. The committee is composed of no less than three and no more than seven members (at the date of this Base Prospectus there are 5 members: Fernando de Asúa Álvarez, Manuel Soto Serrano, Abel Matutes Juan, Luis Alberto Salazar Simpson Bos, and its chairman is Luis Ángel Rojo Duque; the secretary (not a member) is Ignacio Benjumea Cabeza de Vaca) all of whom are external independent directors.

Members of the Audit and Compliance Committee are selected by the Board with reference to their knowledge, aptitude and experience in accounting, auditing and risk management matters. The Audit and Compliance Committee must be chaired by an independent member of the Board who must have knowledge and experience in accounting, auditing and risk management. Currently it is Mr. Luis Ángel Rojo Duque. All the current members of the committee are external and independent.

11.2 *A statement as to whether or not the guarantor complies with its country of incorporation's corporate governance regime(s). In the event that the guarantor does not comply with such a regime a statement to that effect must be included together with an explanation regarding why the issuer does not comply with such regime.*

Banco Santander, S.A. complies with the Spanish corporate governance regime. The Guarantor has included in its annual corporate governance report, which can be found on the website of the *Comisión Nacional del Mercado de Valores* (www.CNMV.es), a detailed explanation of its compliance with the various recommendations on corporate governance.

12 MAJOR SHAREHOLDERS

12.1 *To the extent known to the guarantor, state whether the guarantor is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.*

The Bank is not aware of any person which exerts or may exert control over the Bank within the terms of Article 4 of *Ley 24/1988, de 28 de julio, del Mercado de Valores* (Law 24/1988 of 28 July of the Securities Market).

12.2 *A description of any arrangements, known to the guarantor, the operation of which may at a subsequent date result in a change in control of the guarantor.*

The Bank is not aware of any arrangements the operation of which may at a date subsequent to that of the date hereof result in a change in control of the Guarantor.

13 FINANCIAL INFORMATION CONCERNING THE GUARANTOR'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

13.1 *Historical Financial Information: Audited historical financial information covering the latest 2 financial years (or such shorter period that the guarantor has been in operation), and the audit report in respect of each year. Such financial information must be prepared according to Regulation (EC) No 1606/2002, or if not applicable to a Member State national accounting standards for issuers from the Community. For third country issuers, such financial information*

must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. If such financial information is not equivalent to these standards, it must be presented in the form of restated financial statements.

The most recent year's audited historical financial information must be presented and prepared in a form consistent with that which will be adopted in the guarantor's next published annual financial statements having regard to accounting standards and policies and legislation applicable to such annual financial statements.

If the guarantor has been operating in its current sphere of economic activity for less than one year, the audited historical financial information covering that period must be prepared in accordance with the standards applicable to annual financial statements under Regulation (EC) No 1606/2002, or if not applicable to a Member State national accounting standards where the guarantor is a guarantor from the Community. For third country guarantors, the historical financial information must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. This historical financial information must be audited. If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least the following:

- (a) the balance sheet;*
- (b) the income statement;*
- (c) in the case of an admission of securities to trading on a regulated market only, a cash flow statement;*
- (d) the accounting policies and explanatory notes.*

The historical annual financial information must be independently audited or reported on as to whether or not, for the purposes of this Base Prospectus, it gives a true and fair view, in accordance with auditing standards applicable in a Member State or an equivalent standard.

The information contained in the following tables is hereby incorporated by reference. The tables below set out the relevant page references in the annual reports of the Guarantor for the years ended 31 December 2007 and 31 December 2006 (the “**2007 Annual Report**” and the “**2006 Annual Report**”, respectively) where the following information incorporated by reference in this Base Prospectus can be found:

Information Incorporated by Reference in this Base Prospectus	2007 Annual Report Page Reference
1. Auditor's report	165
2. Audited Consolidated Balance Sheets for the year ended 31 December 2007 and the comparative consolidated financial information of the Guarantor for the year ended 31 December 2006	166-167
3. Audited Consolidated Statements of Income for the year ended 31 December 2007 and the comparative consolidated financial information of the Guarantor for the year ended 31 December 2006.	168
4. Audited Consolidated Cash Flow Statements for the year ended 31 December 2007 and the comparative consolidated cash flow statement for the Guarantor for the year ended 31 December 2006.	170-171
5. Notes to the Consolidated Financial Statements	172-343

Information Incorporated by Reference in this Base Prospectus	2006 Annual Report Page Reference
1. Auditor's report	193
2. Audited Consolidated Balance Sheets for the year ended 31 December 2006 and the comparative consolidated financial information of the Guarantor for the year ended 31 December 2005	194-195
3. Audited Consolidated Statements of Income for the year ended 31 December 2006 and the comparative consolidated financial information of the Guarantor for the year ended 31 December 2005	196
4. Audited Consolidated Cash Flow Statements for the year ended 31 December 2006 and the comparative consolidated cash flow statement of the Guarantor for the year ended 31 December 2005	198-199
5. Notes to the Consolidated Financial Statements	200-329

The tables below set out the relevant page references in Form 20-F of the Guarantor for the year ended 31 December 2007 ("**2007 Form 20-F**") and Form 20-F of the Guarantor for the year ended 31 December 2006 ("**2006 Form 20-F**") where the following information incorporated by reference in this Base Prospectus can be found:

Information Incorporated by Reference in this Base Prospectus	2007 Form 20-F Page Reference
Report of Deloitte, S.L.	F-1
Consolidated Balance Sheet as of 31 December 2007 and 2006	F-2
Consolidated Statement of Income for the years ended 31 December 2007 and 2006	F-3
Consolidated Statements of Changes in Shareholders' Equity for the Years Ended 31 December 2007 and 2006	F-4
Consolidated Cash Flow Statements for the Years Ended 31 December 2007 and 2006	F-5
Notes to the Consolidated Financial Statements	F-7

Information Incorporated by Reference in this Base Prospectus	2006 Form 20-F Page Reference
Report of Deloitte, S.L.	F-1
Consolidated Balance Sheets as of 31 December 2006 and 2005	F-2
Consolidated Statements of Income for the Years Ended 31 December 2006 and 2005	F-3
Consolidated Statements of Changes in Shareholders' Ended 31 December 2006 and 2005	F-4
Consolidated Cash Flow Statements for the Years Ended 31 December 2006 and 2005	F-5
Notes to the Consolidated Financial Statements	F-7

The above information may be inspected as described in "*Documents on Display*" above. Any information not listed in the above cross-reference tables but which is included in the documents incorporated by reference herein is given for information purposes only.

13.2 *Financial statements: If the guarantor prepares both own and consolidated financial statements, include at least the consolidated financial statements in this Base Prospectus.*

The Guarantor prepares audited consolidated and non-consolidated annual financial statements. Only the consolidated financial statements are incorporated by reference under paragraph 13.1 above.

The Guarantor prepares non-consolidated interim financial statements.

13.3 *Auditing of historical annual financial information.*

13.3.1 *A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers must be reproduced in full and the reasons given.*

The individual and consolidated annual financial statements of Banco Santander, S.A. for the 2006 and 2007 financial years were audited by the external audit firm Deloitte, S.L. (formerly Deloitte & Touche España, S.L.).

There are no reservations or qualifications of the auditors in relation to the individual and consolidated 2006 and 2007 annual Financial Statements referred to above.

13.3.2 *An indication of other information relating to the guarantor in this Base Prospectus which has been audited by the auditors.*

No other information relating to the Guarantor in this Base Prospectus has been audited by Deloitte, S.L., save for the June 2008 Condensed Financial Statements incorporated by reference in paragraph 13.5.1 and the summarised balance sheets and income statements of the various geographical segments (principal level) and the summarised income statements and other significant data of the Business Segments (secondary level), contained in paragraph 6.1.1.

13.3.3 *Where financial data in this Base Prospectus is not extracted from the guarantor's audited financial statements state the source of the data and state that the data is unaudited.*

The information regarding business areas contained in paragraph 6.1.1 is not audited and was obtained from the internal accounting records of the Bank save for the balance sheets and income statement referred in paragraph 13.3.2.

The information relating to Santander Group contained in the second table in paragraph 6.1.3 is not audited and was obtained from the Bank's annual report.

In addition, the unaudited September 2008 financial statements incorporated by reference in paragraph 13.5.1 are not audited but were approved by the Board of Directors following a favourable report from the Audit and Compliance Committee.

13.4 *Age of latest financial information.*

13.4.1 *The last year of audited financial information may not be older than 18 months from the date of this Base Prospectus.*

The date of the most recent audited financial information of the Bank is 30 June 2008.

13.5 *Interim and other financial information.*

13.5.1 *If the guarantor has published quarterly or half yearly financial information since the date of its last audited financial statements, these must be included in this Base Prospectus. If the quarterly or half yearly financial information has been reviewed or audited the audit or review report must also be included. If the quarterly or half yearly financial information is unaudited or has not been reviewed state that fact.*

The tables below set out the relevant page references of the English translation of the interim audited consolidated statements of the Group for the six months ended 30 June 2008 (the "Financial Report June 2008") and the unaudited financial report 2008 of the Guarantor

(January-September) (the “**Financial Report September 2008**”) where the following information incorporated by reference in this Base Prospectus can be found:

Information Incorporated by Reference in this Base Prospectus		Financial Report June 2008 Page Reference (pdf document page numbers)
1. Auditor’s report		2-3
2. Condensed Consolidated Balance Sheets at 30 June 2008 (audited) and 31 December 2007		5
3. Condensed Consolidated Income Statements for the six-months period ending 30 June 2008 (audited) and 30 June 2007		6
4. Condensed Consolidated Statement of Recognised Income and Expense for the six -months period ended 30 June 2008 (audited) and 30 June 2007.		7
5. Condensed Consolidated Cash Flow Statements for the six-months period ending 30 June 2008 (audited) and 30 June 2007.		8
6. Notes to the Consolidated Financial Statements for the six-month period ended 30 June 2008.		9-40
Information Incorporated by Reference in this Base Prospectus		Financial Report September 2008 Page Reference
1. Unaudited Consolidated Income Statement for the period 1 January 2008- 30 September 2008		7
2. Unaudited Consolidated Balance Sheet as at 30 September 2008.		11

Any information not listed in the above cross reference tables but which is included in the documents incorporated by reference herein is given for information purposes only.

The financial information in the Financial Report September 2008 was not audited, but it was approved by the Board at its meeting on 20 October 2008, following a favourable report from the Audit and Compliance Committee on 15 October 2008. The Committee verified that the information for the third quarter was based on the same principles and practices as those used to draw up the annual financial statements.

- 13.5.2 ***If this Base Prospectus is dated more than nine months after the end of the last audited financial year, it must contain interim financial information, covering at least the first six months of the financial year. If the interim financial information is unaudited state that fact.***

The interim financial information must include comparative statements for the same period in the prior financial year, except that the requirement for comparative balance sheet information may be satisfied by presenting the years end balance sheet

See paragraph 13.5.1 above.

- 13.6 ***Legal and arbitration proceedings: Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the guarantor is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the guarantor and/or group’s financial position or profitability, or provide an appropriate negative statement.***

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Guarantor is aware) during the previous

12 months which may have, or have had in the recent past, significant effects on the Guarantor and/or the Group's financial position or profitability.

Wherever possible the proceedings listed below are quantified. However, in view of the inherent difficulty of predicting the outcome of contentious matters the Bank is unable sometimes to quantify the potential loss or practical consequences if a judgment were ordered against it and accordingly no specific amount is attributed to such claims.

Tax-related proceedings

At present, and during the past twelve months, the main tax-related proceedings concerning the Group are as follows:

The “Mandado de Segurança” filed by Banco Santander Banespa S.A. claiming its right to pay Brazilian social contribution tax on net income at a rate of 8%. On 14 January 2008, an unfavourable judgment was handed down against Banespa by the Federal Regional Court, against which the directors of Banco Santander S.A. (Brazil) filed, on 9 June 2008, an appeal at a higher court.

The “Mandado de Segurança” filed by Banco Santander Banespa S.A. claiming its right to consider the social contribution tax on net income as deductible in the calculation of Brazilian corporation tax. This action was declared unwarranted and an appeal was filed at the Federal Regional Court, requesting to have the claimability of the tax credit stayed and obtaining permission to deposit with the courts the disputed amounts. On 1 October 2007, an unfavourable judgment was handed down by the Federal Regional Court, which was appealed by Banco Santander S.A. (Brazil) through the presentation of “Embargos de Declaração” on 8 October 2007. On 6 March 2008, the Federal Regional Court dismissed the “Embargos de Declaração”, and rejected an appeal filed subsequently. On 1 July 2008, the corresponding Special and Extraordinary Recourse has being filed.

The “Mandado de Segurança” filed by Banco Santander, S.A. and other Group entities claiming their right to pay the Brazilian PIS and COFINS social contributions only on the income from the provision of services. The “Mandado de Segurança” was declared unwarranted and an appeal was filed at the Federal Regional Court. On 13 September 2007, this Court handed down a favourable judgment. Unión Federal has filed an appeal against this judgment at a higher court.

A claim was filed against Abbey National Treasury Services plc by tax authorities abroad in relation to the refund of certain tax credits and other associated amounts. The legal advisers of Abbey National Treasury Services plc considered that the grounds to contest this claim were well-founded, proof of which is that a favourable judgment was handed down at first instance in September 2006, although the judgment was appealed against by the tax authorities in January 2007. However, in December 2006 an unfavourable judgment for another taxpayer was handed down on another proceeding which might affect this case.

As of the date of this Base Prospectus, other less significant tax-related proceedings were in progress.

Non-tax-related proceedings

At present, and during the last twelve months, the main non-tax-related proceedings concerning the Group are as follows:

Casa de Bolsa Santander, S.A. de C.V. Grupo Financiero Santander (Casa de Bolsa): in 1997 Casa de Bolsa Santander, S.A. de C.V. Grupo Financiero Santander (“**Casa de Bolsa**”) was sued for an alleged breach of various stock brokerage contracts. On 6 July 1999, Civil Court number thirty-one of the Federal District handed down a judgment ordering Casa de Bolsa to return to the plaintiff 2,401,588 shares of México 1 and 11,219,730 shares of México 4 at their market value and to pay MXP 15 million, plus interest calculated at the average percentage borrowing cost (C.P.P.) multiplied by four.

After numerous appeals were filed concerning the method used for calculating this interest, a final judgment was handed down ruling that the interest should not be capitalised. Following this judgment, the amount owed was paid in full, and there are currently no claims outstanding in relation with this matter.

Misselling: claims associated with the sale by Abbey of certain financial products to its customers.

The provisions recorded by Abbey in this respect were calculated on the basis of the best estimate of the number of claims that will be received, of the percentage of claims that will be upheld and of the related amounts.

LANETRO, S.A.: claim (ordinary lawsuit no. 558/2002) filed by LANETRO, S.A. against Banco Santander, S.A. at Madrid Court of First Instance no. 34, requesting that the Bank comply with the obligation to subscribe to EUR 30.05 million of a capital increase at the plaintiff.

On 16 December 2003, a judgment was handed down dismissing the plaintiff's request. The subsequent appeal filed by LANETRO was upheld by a decision of the Madrid Provincial Appellate Court on 27 October 2006.

The Bank has filed extraordinary appeals on grounds of procedural infringements and has filed an extraordinary cassation appeal against this decision.

Galesa de Promociones, S.A.: small claims proceeding at Elche Court of First Instance no. 4 (case no. 419/1994), in connection with the claim filed by Galesa de Promociones, S.A. (Galesa) requesting the Court to annul a previous legal foreclosure proceeding brought by the Bank against the plaintiff in 1992, which culminated in the foreclosure of certain properties that were subsequently sold by auction.

The judgments handed down at first and second instance were in the Bank's favour. The cassation appeal filed by Galesa at the Supreme Court was upheld by virtue of a decision on 24 November 2004 which ordered the reversal of the legal foreclosure proceeding to before the date on which the auctions were held. On 8 June 2006, Galesa filed a claim for the enforcement of the decision handed down by the Supreme Court, requesting that the Bank be ordered to pay EUR 56 million, the estimated value of the properties, plus a further EUR 33 million for loss of profit. The Bank challenged this claim on the grounds that the Supreme Court decision could not be enforced — since no order had been pronounced against the Bank, but rather a proceeding had merely been annulled — and it also argued that the damages requested would have to be ruled upon by an express court decision, which had not been pronounced.

The Elche Court of First Instance, by virtue of an order dated 18 September 2006, found in favour of the Bank, and referred the plaintiff to the appropriate ordinary proceeding for the valuation of the aforementioned damages. Galesa filed an appeal for reconsideration, which was dismissed by a resolution on 11 November 2006. Galesa has filed an appeal against this resolution at the Alicante Provincial Appellate Court. This appeal was in turn contested by the Bank, and a favourable judgment has been handed down.

- Declaratory large claims action brought at Madrid Court of First Instance no. 19 (case no. 87/2001) in connection with a claim filed by Inversión Hogar, S.A. against the Bank. This claim sought the termination of a settlement agreement entered into between the Bank and the plaintiff on 11 December 1992. On 19 May 2006, a judgment was handed down at first instance, whereby the agreement was declared to be terminated and the Bank was ordered to pay EUR 1.8 million, plus the related legal interest since February 1997, to return a property that was given in payment under the aforementioned agreement, to pay an additional EUR 72.9 million relating to the replacement value of the assets foreclosed, and subsequently sold, by the Bank, and to pay all the related court costs. The Bank and Inversión Hogar, S.A. filed appeals against the judgment.

On 30 July 2007, the Madrid Provincial Appellate Court handed down a decision upholding in full the appeal filed by the Bank, revoking the decision handed down at first instance and dismissing the appeal lodged by Inversión Hogar, S.A. Inversión Hogar, S.A. as it had

announced, on completion of the clarification procedure, filed a cassation appeal against the aforementioned decision and an extraordinary appeal against procedural infringements at the Civil Chamber of the Supreme Court, which was given leave to proceed by the Madrid Provincial Appellate Court.

- Complaint in an ordinary proceeding has been filed by Inés Arias Domínguez and a further 17 persons against Santander Investment, S.A. at Madrid Court of First Instance no. 13 (case no. 928/2007) seeking damages of approximately EUR 43 million, plus interest and costs. The plaintiffs, who are former shareholders of Yesocentro S.A. (Yesos y Prefabricados del Centro, S.A.) allege that Santander Investment, S.A. breached the advisory services agreement entered into on 19 October 1989 between the former Banco Santander de Negocios, S.A. and the plaintiffs, the purpose of which was the sale of shares owned by the plaintiffs to another company called Invercámara, S.A.

This complaint was duly contested by Santander Investment, S.A. on 5 November 2007. The preliminary hearing was set for 28 April 2008 although it was subsequently suspended until the exception for a preliminary ruling filed by the Bank is resolved. On 11 September 2008 the Madrid Court of First Instance (*Juzgado de Primera Instancia n. 13*) granted the suspension of the proceeding due to the preliminary ruling.

- On 6 February 2008, the Bank filed with the Spanish Arbitral Court (*Secretaría de la Corte Española de Arbitraje*) a request for arbitral proceedings seeking a payment of EUR 66,418,077.27 from GAESCO BOLSA, SOCIEDAD DE VALORES, S.A. (“GAESCO”), a Spanish brokerage firm. GAESCO owes such amount to the Bank as a result of the early termination of a framework agreement for financial transactions entered by GAESCO and the Bank and of the financial transactions undertaken under such agreement. The arbitral ruling is pending.

Former Banespa employees: claim filed in 1998 by the association of retired Banespa employees (AFABESP) on behalf of its members, requesting the payment of a half-yearly bonus initially envisaged in the entity’s by-laws in the event that the entity obtained a profit and that the distribution of this profit were approved by the Board of Directors. The bonus was not paid in 1994 and 1995 since the bank did not make a profit and partial payments were made from 1996 to 2000 in variable percentages as agreed by the Board of Directors, the aforementioned clause being eliminated from the by-laws in 2001. In September 2005 the Regional Labor Court ordered Banco Santander Banespa, S.A. to pay the half-yearly bonus and the bank lodged an appeal at the High Labor Court. A decision was handed down on 25 June 2008 which largely upheld the previous decision. The related appeals against this decision will be filed at the High Labor Court and at the Federal Supreme Court, as applicable.

Absorption of Banco Noroeste by Banco Santander Brasil: three claims filed by minority shareholders of the former Banco Noroeste requesting, in addition to compensation for damage and losses, the annulment of the shareholders’ meeting that approved the merger between Banco Noroeste and Banco Santander Brasil, arguing that when the merger took place they should have been offered a market value that would have enabled them to decide whether or not to sell their shares at that value.

In the three cases, judgments were handed down at first instance, one of which found in favour of the bank and the other two against it. In the latter two cases the shareholders’ meeting was not declared null and void but rather the bank was ordered to pay compensation. Appeals were filed against these judgments.

The Sao Paulo Court of Justice has recently handed down joint judgments on three appeals at second instance, considering that the Bank should have duly prepared a valuation report using the disposal value method thereby establishing that the minority shareholders be indemnified.

In the case of the shareholders that sold their shares, the court indicated that they should receive the difference between the value at which they sold their shares (equity value) and market value (calculated as the disposal value) at that time, plus interest. In the case of the shareholders that did not sell, the court considers that they should receive the market value at that time plus

interest, less the present value of their shares. Unlike the judgments handed down at first instance, lost profit and *damnum emergens* were excluded and the amount of lawyers' fees was reduced. An appeal against this judgment will be filed at higher courts.

As of the date of this Base Prospectus, other less significant non-tax-related proceedings were in progress.

As of the date of this Base Prospectus, the Group has recorded provisions that it believes reasonably cover any contingencies that might arise from these tax-related and non-tax-related proceedings.

In addition to the matters described above, the Bank and its subsidiaries are from time to time subject to certain claims and parties to certain legal proceedings incidental to the normal course of the Group's business, including in connection with the Group's lending activities, relationships with the Group's employees and other commercial or tax matters. In view of the inherent difficulty of predicting the outcome of legal matters, particularly where the claimants seek very large or indeterminate damages, or where the cases present novel legal theories, involve a large number of parties or are in early stages of discovery, the Bank cannot state with confidence what the eventual outcome of these pending matters will be, what the timing of the ultimate resolution of these matters will be or what the eventual loss, fines or penalties related to each pending matter may be. The Bank believes that it has made adequate reserves related to the costs anticipated to be incurred in connection with these various claims and legal proceedings and believes that liabilities related to such claims and proceedings should not have, in the aggregate, a material adverse effect on the Group's business, financial condition, or results of operations. However, in light of the uncertainties involved in such claims and proceedings, there is no assurance that the ultimate resolution of these matters will not significantly exceed the reserves currently accrued by the Bank; as a result, the outcome of a particular matter may be material to the Bank's operating results for a particular period, depending upon, among other factors, the size of the loss or liability imposed and the level of the Bank's income for that period.

13.7 *Significant change in the guarantor's financial position: A description of any significant change in the financial position of the group which has occurred since the end of the last financial period for which either audited financial information or interim financial information have been published, or an appropriate negative statement.*

There has been no significant change in the financial position of the Group since 30 September 2008.

14 ADDITIONAL INFORMATION

14.1 *Share Capital*

14.1.1 *The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics, the part of the issued capital still to be paid up, with an indication of the number, or total nominal value, and the type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.*

As at the date of this Base Prospectus, the Guarantor has a total share capital which is fully-issued and paid up of €3,197,623,761.50, divided into 6,395,247,523 shares with a nominal value of €0.50. All shares are of the same class and issue with the same rights attached.

On 10 November 2008 the Bank announced that it had agreed to increase its share capital (please see "Recent Events" on page 38 of this Base Prospectus).

14.2 *Memorandum and Articles of Association.*

14.2.1 *The register and the entry number therein, if applicable, and a description of the guarantor's objects and purposes and where they can be found in the memorandum and articles of association.*

The Guarantor's corporate purpose is (i) the conduct of activities and operations and the provision of services of any kind which are typical of the banking business in general and which are permitted under current law and (ii) the acquisition, possession, enjoyment and dispositions of all types of securities, as set out at Article 2 of the *Estatutos* of Banco Santander, S.A.

15 MATERIAL CONTRACTS

- 15.1 *A brief summary of all material contracts that are not entered into in the ordinary course of the guarantor's business, which could result in any group member being under an obligation or entitlement that is material to the guarantor's ability to meet its obligation to security holders in respect of the securities being issued.*

During the past two years, the Bank has not been a party to any contracts that were not entered into in the ordinary course of business of the Bank and which was material to the Group as a whole, except for the transaction in relation to ABN AMRO and the acquisition of 75.65 per cent. of Sovereign Bancorp, each as disclosed in section 5.1.5 above. In addition, the acquisition of Alliance & Leicester has been executed by means of a scheme of arrangement. For more information, see Section 5.1.5 above.

16 THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST

- 16.1 *Where a statement or report attributed to a person as an expert is included in this Base Prospectus, provide such person's name, business address, qualifications and material interest if any in the guarantor. If the report has been produced at the guarantor's request a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part of this Base Prospectus.*

Not Applicable.

- 16.2 *Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the guarantor is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, the guarantor shall identify the source(s) of the information.*

Not Applicable.

THE INSTRUMENTS

1 PERSONS RESPONSIBLE

- 1.1 *All persons responsible for the information given in the Base Prospectus and, as the case may be, for certain parts of it, with, in the latter case, an indication of such parts. In the case of natural persons including members of the issuer's administrative, management or supervisory bodies indicate the name and function of the person; in case of legal persons indicate the name and registered office.*

Each of Santander International Debt, S.A. Unipersonal (“**Santander International**”) and Santander Issuances, S.A. Unipersonal (“**Santander Issuances**”) (each an “**Issuer**” and together, the “**Issuers**”) and Banco Santander S.A. (the “**Guarantor**” or the “**Bank**”) accepts responsibility for the information contained in the sections headed “The Instruments” and “The Guarantee”.

- 1.2 *A declaration by those responsible for the Base Prospectus that, having taken all reasonable care to ensure that such is the case, the information contained in the Base Prospectus is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. As the case may be, declaration by those responsible for certain parts of the Base Prospectus that the information contained in the part of the Base Prospectus for which they are responsible is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.*

The Issuers and the Guarantor confirm that, having taken all reasonable care to ensure that such is the case, the information contained in the sections headed “The Instruments” and “The Guarantee” is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

2 RISK FACTORS

- 2.1 *Prominent disclosure of risk factors that are material to the securities being offered and/or admitted to trading in order to assess the market risk associated with these securities in a section headed “Risk Factors” in the Base Prospectus.*

See “Risk Factors”.

3 KEY INFORMATION

- 3.1 *Interest of natural and legal persons involved in the issue/offer*

A description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest.

Save as described in paragraph 5.4.3, so far as the Issuers are aware, no person involved in the offer of the Instruments has an interest material to the offer.

- 3.2 *Reasons for the offer and use of proceeds*

Reasons for the offer if different from making profit and/or hedging certain risks. Where applicable, disclosure of the estimated total expenses of the issue/offer and the estimated net amount of the proceeds. These expenses and proceeds shall be broken into each principal intended use and presented by order of priority of such uses. If the issuer is aware that the anticipated proceeds will not be sufficient to fund all the proposed uses, state the amount and sources of other funds needed.

The net proceeds of the issue of each Tranche of Instruments will be used for the general funding purposes of the Group.

4 INFORMATION CONCERNING THE SECURITIES TO BE OFFERED/ADMITTED TO TRADING

4.1 *A description of the type and the class of the securities being offered and/or admitted to trading, including the ISIN (International Security Identification Number) or other such security identification code.*

See “Terms and Conditions of the Instruments — Introduction”.

The maximum aggregate principal amount of Instruments which may be outstanding at any one time is €32,000,000,000 (or its equivalent in other currencies).

No Instruments may be issued under the Programme which have a minimum denomination of less than €1,000 (or equivalent in another currency).

The ISIN and common codes will be included in the Final Terms.

4.2 *Legislation under which the securities have been created*

The issue of the Instruments, including their legal nature (*obligaciones*) the status of the Instruments, the status of the guarantee and the subordination provisions in respect of them, the capacity of the Issuers, the relevant corporate resolutions, the appointment of the Commissioner and the constitution of the Syndicates of Holders of the Instruments will be governed by Spanish law. The terms and conditions of the Instruments and all related contractual documentation will be governed by English law.

4.3 *An indication of whether the securities are in registered form or bearer form and whether the securities are in certificated form or book-entry form. In the latter case, name and address of the entity in charge of keeping the records*

Instruments may be issued in registered form, without interest coupons (“**Registered Instruments**”), or in bearer form, with or without interest coupons (“**Bearer Instruments**”). Bearer Instruments will, unless otherwise specified, only be sold outside the United States to non-U.S. persons in reliance on Regulation S and will, unless otherwise specified in the applicable Final Terms, initially be represented by a Temporary Global Instruments without interest coupons attached, deposited: (a) in the case of a global note which is not intended to be issued in new global note form (a “**Classic Global Note**” or “**CGN**”), as specified in the relevant Final Terms, with or on behalf of a Common Depositary located outside the United States for Euroclear and Clearstream, Luxembourg; or (b) in the case of a global note which is intended to be issued in new global note form (a “**New Global Note**” or “**NGN**”), as specified in the relevant Final Terms, with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Interests in a Temporary Global Instrument will be exchangeable (i) for interests in a permanent global Instrument in bearer form, without coupons (a “**Permanent Global Instrument**”), or (ii) in whole but not in part for definitive Instruments in bearer form (each, a “**Definitive Instrument**”), following certification of non-U.S. beneficial ownership as required by U.S. Treasury regulations. Bearer Instruments may be exchangeable for Registered Instruments. Registered Instruments will not be exchangeable for Bearer Instruments.

4.4 *Currency of the securities issue*

Instruments may be denominated in any currency or currencies subject to compliance with all applicable legal and/or regulatory requirements and/or central bank requirements. Payments in respect of Instruments may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Instruments are denominated.

4.5 *Ranking of the securities being offered and/or admitted to trading, including summaries of any clauses that are intended to affect ranking or subordinate the security to any present or future liabilities of the issuer*

Senior Instruments and the guarantee in respect of them will constitute unsubordinated and unsecured obligations of Santander International and the Guarantor, respectively, and

Subordinated Instruments and the guarantee in respect of them will constitute subordinated and unsecured obligations of Santander Issuances and the Guarantor, respectively, all as described in “Terms and Conditions of the Instruments — Condition 3 (*Status of the Instruments and the Guarantee*)”.

Law 22/2003 (*Ley Concursal*) dated 9 July 2003 (“**Law 22/2003**”) regulating all insolvency procedures in Spain, which came into force on 1 September 2004, supersedes all Spanish prior provisions which regulated bankruptcy, insolvency (including suspension of payments) and processes affecting creditors’ rights generally, including the ranking of credits.

In the event of insolvency (*concurso*) of the Issuer, under Law 22/2003, claims relating to the Subordinated Instruments will fall within the category of “subordinated debts” (as defined in Law 22/2003). The obligations of the Issuer under the Subordinated Instruments, whether on account of principal, interest or otherwise, are subordinated to all other unsecured and unsubordinated obligations of the Issuer. After payment in full of unsubordinated debts but before distributions to shareholders and creditors of the Issuer which are characterised as holders of equity (*Otros Acreedores a Título Asimilable al de Aportación de Capital*), under article 92 of Law 22/2003, the Issuer will meet such subordinated debts in the following order and pro rata within each class: (i) claims lodged belatedly or inaccurately in the context of insolvency proceedings; (ii) contractually subordinated debt (such as the Subordinated Instruments); (iii) interest (such as interest due on the Subordinated Instruments accrued and unpaid until the commencement of the insolvency proceedings (*concurso*)); (iv) fines; (v) claims of creditors which are related to the Issuer; and (vi) debt arising from transactions set aside by Spanish courts in the context of insolvency proceedings (*rescisión concursal*) and in respect of which the court has determined that the relevant creditor has acted in bad faith.

Subordinated Instruments may be computed by the Guarantor as regulatory capital (*recursos propios*) of the Guarantor pursuant to the relevant provisions in current Spanish law relating to equity and consolidated groups of financial institutions: Law 13/1985 of 25 May, Law 13/1992 of 1 June, Royal Decree 216/2008 of 15 February and *Banco de España* Circular 3/2008 of 22 May, all the above as amended and restated (or such provisions as may replace, supplement or implement the foregoing in the future).

4.6 *A description of the rights attached to the securities, including any limitations of those rights, and procedure for the exercise of those rights.*

Each Tranche will be the subject of Final Terms which, for the purposes of that Tranche only, supplements the Terms and Conditions of the Instruments as set out in “Terms and Conditions of the Instruments” and must be read in conjunction with the Base Prospectus. The Terms and Conditions applicable to any particular Tranche of Instruments are the Terms and Conditions of the Instruments as amended and/or replaced by the relevant Final Terms. See “Pro Forma Final Terms”. Senior Instruments will have the benefit of a Negative Pledge as described in Condition 4 (*Negative Pledge*) and Events of Default, including a cross-default as described in Condition 8 (*Events of Default*).

4.7 *The nominal interest rate and provisions relating to interest payable.*

Instruments will be interest bearing. Interest may accrue at a fixed rate or a floating rate or other variable rate or be index linked. See Condition 5 (*Interest*).

— *The date from which interest becomes payable and the due dates for interest.*

Unless specified otherwise in the Final Terms, interest will accrue from the relevant Issue Date.

— *The time limit on the validity of claims to interest and repayment of principal*

Claims for payment of principal will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years. See Condition 11 (*Prescription*).

Where the rate is not fixed, description of the underlying on which it is based and of the method used to relate the two and an indication where information about the past and the further performance of the underlying and its volatility can be obtained.

In the case of Floating Rate Instruments and Index Linked Instruments, the relevant rates will be determined by The Bank of New York Mellon, London Branch or such other persons as may be specified in the relevant Final Terms in its capacity as Determination Agent by reference to a page on an information vending service (if Screen Rate Determination is specified in the Final Terms) in accordance with Condition 5B.03 (*Screen Rate Determination*), or if ISDA Determination is specified in the Final Terms, in accordance with Condition 5B.04 (*ISDA Determination*). If Index Linked Interest is specified as being applicable in the Final Terms, the relevant provisions for determining the rate of interest shall be specified in the relevant Final Terms. See Condition 5 (*Interest*).

— A description of any market disruption or settlement disruption events that affect the underlying-Adjustment rules with relation to events concerning the underlying

Any such events shall be specified in the Final Terms, if applicable.

— Name of the calculation agent

The Bank of New York Mellon, London Branch or such other calculation agent as may be specified as Determination Agent in the relevant Final Terms.

If the security has a derivative component in the interest payment, provide a clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the underlying instrument(s), especially under the circumstances when the risks are most evident.

Any such explanation shall be included in the Final Terms, if applicable.

4.8 *Maturity date and arrangements for the amortisation of the loan, including the repayment procedures. Where advance amortisation is contemplated, on the initiative of the issuer or of the holder, it shall be described, stipulating amortisation terms and conditions.*

Instruments may be redeemable at par or at such other redemption amount (detailed in a formula or otherwise) as may be specified in the relevant Final Terms subject to compliance with all applicable legal and/or regulatory requirements. See Condition 7 (*Redemption and Purchase*) and Condition 10 (*Payments*).

Where Instruments have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Instruments is carried on from an establishment maintained by the relevant Issuer in the United Kingdom, such Instruments must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the Financial Services and Markets Act 2000 by the relevant Issuer.

Under Luxembourg Law on Prospectuses for Securities which implements the Prospectus Directive, prospectuses relating to money market instruments having a maturity at issue of less than 12 months and complying also with the definition of securities are not subject to the approval provisions of Part II of such law.

4.9 *An indication of yield. Describe the method whereby that yield is calculated in summary form*

The yield and method of calculation will be specified in the relevant Final Terms.

4.10 *Representation of debt security holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of where the public may have access to the contracts relating to these forms of representation*

The Holders of the Instruments of the relevant Series shall meet in accordance with the regulations governing the relevant Syndicate of Holders of the Instruments (the “**Regulations**”). The Regulations shall contain the rules governing the functioning of each Syndicate and the rules governing its relationship with the relevant Issuer and shall be attached to the relevant Public Deed of Issuance. A set of pro forma Regulations is included in the Issue and Paying Agency Agreement.

A temporary Commissioner will be appointed for each Syndicate. Upon the subscription of the Instruments, the Commissioner will call a general meeting to ratify or oppose the acts of the temporary Commissioner, confirm his appointment or appoint a substitute and to ratify the Regulations.

Provisions for meetings of the Syndicate of Holders of the Instruments will be contained in the Regulations and the Issue and Paying Agency Agreement. Such provisions shall have effect as if incorporated herein.

The relevant Issuer may, with the consent of the Issue and Paying Agent and the relevant Commissioner, but without the consent of the Holders of the Instruments of any Series or Coupons, amend the Terms and Conditions of the Instruments and the Deed of Covenant insofar as they may apply to such Instruments to correct a manifest error. Subject as aforesaid, no other modification may be made to the Terms and Conditions of the Instruments or the Deed of Covenant except with the sanction of a resolution of the relevant Syndicate of Holders of Instruments. See Condition 14 (*Syndicate of Holders of the Instruments and Modification*).

The Issue and Paying Agency Agreement, together with the Dealership Agreement, the Deed of Covenant, the Deed of Senior Guarantee and any Deed of Subordinated Guarantee may be inspected at the registered office of the Guarantor and at the offices of the Listing Agent, in each case at the address specified at the end of this Base Prospectus.

4.11 *In the case of new issues, a statement of the resolutions, authorisations and approvals by virtue of which the securities have been or will be created and/or issued.*

The Programme was authorised by resolutions of the shareholders of Santander Issuances, S.A. Unipersonal on 27 October 2008, the Board of Directors of Santander Issuances, S.A. Unipersonal on 27 October 2008, the Shareholders of Santander International Debt, S.A. Unipersonal on 27 October 2008, the Board of Directors of Santander International Debt, S.A. Unipersonal on 27 October 2008, and the Executive Committee of the Board of Directors of the Guarantor on 27 October 2008.

4.12 *In the case of new issues, the expected issue date of the securities*

The relevant Issue Date shall be specified in the relevant Final Terms.

4.13 *A description of any restrictions on the free transferability of the securities*

Transfer restrictions relating to registered Instruments which are offered and sold in the United States in reliance on Rule 144A shall be specified in the Final Terms. See also Section 5.2 “Plan of Distribution and Allotment”.

4.14 *In respect of the country of registered office of the issuer and the country(ies) where the offer being made or admission to trading is being sought:*

— *Information on taxes on the income from the securities withheld at source;*

TAXATION AND DISCLOSURE OF HOLDER INFORMATION IN CONNECTION WITH INTEREST PAYMENTS

The following is a general description of certain Spanish tax considerations relating to the Instruments. It does not purport to be a complete analysis of all tax considerations relating to the Instruments. Prospective purchasers of Instruments should consult their own tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Spain of acquiring, holding and disposing of Instruments and receiving any payments under the Instruments. This summary is based upon the law as in effect on the date of this document and is subject to any change in law that may take effect after such date.

In the event of an issue of unlisted Instruments, the applicable tax regime will be set out in the relevant Final Terms.

Taxation in Spain

Introduction

This information has been prepared in accordance with the following Spanish tax legislation in force at the date of this document:

- (a) of general application, Additional Provision two of Law 13/1985, of 25th May on investment ratios, own funds and information obligations of financial intermediaries, as amended by Law 19/2003, of 4th July on legal rules governing foreign financial transactions and capital movements and various money laundering prevention measures and Law 23/2005, of 18th November on certain tax measures to promote productivity, as well as Royal Decree 1065/2007, of 27 July, approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes;
- (b) for individuals with tax residency in Spain which are Individual Income Tax (IRPF) taxpayers, Law 35/2006, of 28th November, on Individual Income Tax and partial amendment of Corporation Tax Law, Non Residents Income Tax Law and Wealth Tax Law and Royal Decree 439/2007, of 30th March promulgating the Individual Income Tax Regulations along with Law 19/1991, of 6th June on Wealth Tax and Law 29/1987, of 18th December on Inheritance and Gift Tax;
- (c) for legal entities resident for tax purposes in Spain which are Corporation Tax taxpayers, Royal Legislative Decree 4/2004, of 5th March promulgating the Consolidated Text of the Corporation Tax Law, and Royal Decree 1777/2004, of 30th July promulgating the Corporation Tax Regulations; and
- (d) for individuals and entities who are not resident for tax purposes in Spain which are non-resident income tax taxpayers, Royal Legislative Decree 5/2004, of 5th March promulgating the Consolidated Text of the Non-Resident Income Tax Law, and Royal Decree 1776/2004, of 30th July promulgating the Non-Resident Income Tax Regulations, along with Law 19/1991, of 6th June on Wealth Tax and Law 29/1987, of 18th December on Inheritance and Gift Tax.

Whatever the nature and residence of the Beneficial Owner, the acquisition and transfer of the Instruments will be exempt from indirect taxes in Spain, i.e. exempt from Capital Transfer Tax and Stamp Duty, in accordance with the Consolidated Text of such tax promulgated by Royal Legislative Decree 1/1993, of 24th September and exempt from Value Added Tax, in accordance with Law 37/1992, of 28th December regulating such tax.

Finally, in connection with the Spanish Wealth Tax, last 18 April 2008 the Spanish Government approved a group of measures to improve the business environment in Spain. One of these measures is the elimination of the tax currently payable under the Spanish Wealth Tax. The law that develops this measure has not been enacted yet. Wealth Tax is therefore still in force, although future regulations may repeal this tax even with effects as of tax year 2008.

1. Individuals with Tax Residency in Spain

1.1 Individual Income Tax (*Impuesto sobre la Renta de las Personas Físicas*)

Both interest periodically received and income deriving from the transfer, redemption or repayment of the Instruments constitute a return on investment obtained from the transfer of an individual's own capital to third parties in accordance with the provisions of Section 25.2 of the Individual Income Tax Law, and must be included in the Investor's individual income tax savings taxable base and taxed at a flat rate of 18%.

Both types of income are subject to a withholding on account at the rate of 18%.

The individual holder may credit the withholding against his or her final individual income tax ("**Individual Income Tax**") liability for the relevant tax year.

1.2 Wealth Tax (*Impuesto sobre el Patrimonio*)

Individuals with tax residency in Spain under an obligation to pay wealth tax ("**Wealth Tax**") must take into account the amount of the Instruments which they hold as at 31st December in each year, when calculating their Wealth Tax liabilities.

1.3 Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)

Individuals with tax residency in Spain who acquire ownership or other rights over any Instruments by inheritance, gift or legacy will be subject to inheritance and gift tax ("**Inheritance and Gift Tax**") in accordance with the applicable regional or State rules. The applicable tax rates currently range between 7.65% and 81.6%, depending on relevant factors.

2. Legal Entities with Tax Residency in Spain

2.1 Corporate Income Tax (*Impuesto sobre Sociedades*)

Both interest periodically received and income deriving from the transfer, redemption or repayment of the Instruments constitute a return on investments for tax purposes obtained from the transfer to third parties of own capital and must be included in the profit and taxable income of legal entities with tax residency in Spain for corporation tax purposes in accordance with the rules for this tax, being subject to the general tax rate of 30% in fiscal years starting as at 1 January 2008.

In accordance with Section 59.s) of the Corporate Income Tax Regulations there is no obligation to make a withholding on income obtained by Spanish Income Corporate Tax taxpayers (which for the sake of clarity, include Spanish tax resident investment funds and Spanish tax resident pension funds) from financial assets traded on organised markets in OECD countries. The Issuers intend to make an application for the Instruments to be traded on the Luxembourg Stock Exchange and, upon admission to trading on the Luxembourg Stock Exchange, they will therefore fulfil the requirements laid down by the legislation for exemption from withholding. The Directorate General for Taxation (*Dirección General de Tributos* — "**DGT**"), on 27th July 2004, issued a reply to a consultation indicating that in the case of issues made by entities resident in Spain, as in the case of the Issuers, application of the exemption requires that the Instruments be placed outside Spain in another OECD country. The Issuers consider that the issue of the Instruments will fall within this exemption as the Instruments are to be sold outside Spain and in the international capital markets and none of the entities initially placing the Instruments is resident in Spain. Consequently, the Issuers will not make any withholding on interest payments to Spanish Corporate Income Tax taxpayers that provide relevant information to qualify as such. If the Spanish tax authorities maintain a different opinion on this matter however, the Issuers will be bound by that opinion and with immediate effect, make the appropriate withholding and the Issuers will not, as a result, be under any obligation to pay additional amounts.

In order to implement the exemption from withholding, the procedures laid down in the Order of 22nd December 1999 will be followed. No reduction percentage will be applied. (Please see “Disclosure of Holder Information in connection with interest payments” below).

2.2 *Wealth Tax (Impuesto sobre el Patrimonio)*

Spanish resident legal entities are not subject to wealth tax.

2.3 *Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)*

Legal entities with tax residency in Spain which acquire ownership or other rights over the Instruments by inheritance, gift or legacy are not subject to Inheritance and Gift Tax and must include the market value of the Instruments in their taxable income for Spanish Corporate Income tax purposes.

3. Individuals and Legal Entities with no tax residency in Spain

3.1 *Non-resident Income Tax (Impuesto sobre la renta de No Residentes)*

(a) *With permanent establishment in Spain*

Ownership of the Instruments by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

If the Instruments form part of the assets of a permanent establishment in Spain of a person or legal entity who is not resident in Spain for tax purposes, the legal rules applicable to income deriving from such Instruments are the same as those previously set out for Spanish Corporate Tax taxpayers.

(b) *With no permanent establishment in Spain*

Both interest payments periodically received and income deriving from the transfer, redemption or repayment of the Instruments, obtained by individuals or entities who have no tax residency in Spain, being Non-Resident Income Tax taxpayers with no permanent establishment in Spain, are exempt from such Non-Resident Income Tax on the same terms laid down for income from Public Debt.

For these purposes it is necessary to comply with certain information obligations relating to the identity of the Holders, in the manner detailed under “Disclosure of Beneficial Owner information in connection with interest payments” as laid down in section 44 of Royal Decree 1065/2007. If these information obligations are not complied with in the manner indicated the Issuer will apply a withholding of 18% and the Issuer will not, as a result, be under any obligations to pay additional amounts.

Holders not resident in Spain for tax purposes and entitled to exemption from Non-Resident Income Tax but on whose behalf the relevant Issuer does not timely receive proper evidence of their tax residence may obtain a refund of the amount withheld by following the Quick Refund Procedures, or otherwise, directly from the Spanish tax authorities by following the Direct Refund Procedure.

Holders who have been subject to Spanish withholding tax on any implicit income resulting from the repayment of principal at the Maturity Date, or at any earlier redemption date, as the case may be, of Instruments initially issued below par (for example, at a discount) with an original issue discount may obtain a refund of the amount withheld directly from the Spanish tax authorities. Holders should consult their own tax advisers regarding their eligibility to claim a refund from the Spanish tax authorities and the procedures to be followed in such circumstances.

3.2 **Wealth Tax (*Impuesto sobre el Patrimonio*)**

To the extent that income deriving from the Instruments is exempt from Non-Resident Income Tax, individuals who do not have tax residency in Spain who hold such Instruments will be exempt from Wealth Tax.

Furthermore, individuals resident in a country with which Spain has entered into a double tax treaty in relation to Wealth Tax will generally not be subject to Wealth Tax.

If the provisions of the foregoing two paragraphs do not apply, individuals who are not tax residents in Spain will be subject to Wealth Tax to the extent that rights deriving from the Instruments can be exercised in Spanish territory.

Non-resident legal entities are not subject to wealth tax.

3.3 **Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)**

Individuals who do not have tax residency in Spain who acquire ownership or other rights over the Instruments by inheritance, gift or legacy, and who reside in a country with which Spain has entered into a double tax treaty in relation to Inheritance Tax will be subject to the relevant double tax treaty.

If the provisions of the foregoing paragraph do not apply, such individuals will be subject to Inheritance and Gift Tax in accordance with the applicable regional and state legislation.

Non-resident entities which acquire ownership or other rights over the Instruments by inheritance, gift or legacy are not subject to Inheritance and Gift Tax. They will be subject to Non-Resident Income Tax. If the entity is resident in a country with which Spain has entered into a double tax treaty, the provisions of the treaty will apply. In general, treaties provide for the taxation of this type of income in the country of residence of the beneficiary.

4. **Tax Rules for payments made by the Guarantor**

Payments which may be made by the Guarantor to holders, if the Guarantee is enforced, will be subject to the same tax rules previously set out for payments made by the Issuers.

5. **Disclosure of Holder information in connection with interest payments**

The Issuers and the Guarantor are required by Spanish law to file an annual return with the Spanish tax authorities in which they report on certain information relating to payments made in respect of the Instruments. The Spanish tax authorities may rely on such returns in order to assess whether or not the Issuers and the Guarantor have correctly withheld tax on payments made by them under the Instruments.

The Issuers and the Guarantor each complete annual returns on the basis of the information provided to them by, or on behalf of, Holders. The information required by the Issuers and the Guarantor in order to comply with their annual reporting obligations and provide a refund of amounts withheld in respect of the Instruments (as described below) is that set out in Section 44 of Royal Decree 1065/2007 (Royal Decree 1065/2007).

On 6 November 2007, the Spanish tax authorities published two binding rulings (Consultas V 2050-07 and V 2051-07) (the November rulings) in response to concurrent and substantially identical consultations made by each of Euroclear and Clearstream, Luxembourg regarding the procedures put in place by them to assist Spanish issuers in complying with the reporting obligations required by Spanish tax law and regulations. The tax authorities' responses set out their interpretation of the requirements of the Spanish regulations summarised below, which interpretation varies in some respects from the procedures followed by Euroclear and Clearstream, Luxembourg at that time. On 31 January 2008, the Spanish tax authorities published two further rulings (Consultas V 0175-08 and V 0179-08) (the January rulings) in response to a request for clarification brought by Euroclear and Clearstream, Luxembourg.

In response to the combined effect of the November rulings and the January rulings, Euroclear and Clearstream, Luxembourg have adapted their procedures.

The following is a summary only of the procedures implemented by Euroclear and Clearstream, Luxembourg following from the November rulings and the January rulings. The following summary is subject to the detailed procedures of each of Euroclear and Clearstream, Luxembourg, as well as to any changes in Spanish tax law and/or regulations, or the interpretation thereof, which the Spanish tax authorities may promulgate from time to time. Holders of Instruments must seek their own advice to ensure that they comply with all procedures to ensure the correct tax treatment of their Instruments and should consult the latest announcements in relation to the procedures on the ICSDs websites (www.euroclear.com and www.clearstream.com). None of the Issuers, the Guarantor, the Dealers, the Issue and Paying Agent or Euroclear or Clearstream, Luxembourg assume any responsibility therefor.

5.1 *Individuals and Legal Entities with no tax residency in Spain*

The information obligations to be complied with in order to apply the exemption are those laid down in Section 44 of Royal Decree 1065/2007 (“**Section 44**”), being the following:

In accordance with sub-section 1 of such Section 44, an annual return must be made to the Spanish tax authorities by the Guarantor specifying the following information with respect to the Instruments:

- (a) the identity and country of residence of the recipient of the income. When the income is received on behalf of a third party, the identity and country of residence of that third party;
- (b) the amount of income received; and
- (c) details identifying the Instruments.

In accordance with sub-section 2 of such Section 44, for the purpose of preparing the annual return referred to in sub-section 1 of Section 44, certain documentation regarding the identity and country of residence of the Holders receiving each payment must be submitted to the relevant Issuer and the Guarantor at the time of each such payment. In particular, non-Spanish resident Holders must provide (or arrange to be provided on their behalf by their legal representatives³) the documents described below:

- (A) if the non-resident Holder acts on its own account and is a central bank, other public institution or international organisation, a bank or credit institution or a financial entity, including collective investment institutions, pension funds and insurance entities, resident in an OECD country or in a country with which Spain has entered into a double tax treaty subject to a specific administrative registration or supervision scheme, the entity in question must certify its name and tax residency in the manner laid down in Annex I of the Order of 16th September 1991, promulgated pursuant to Royal Decree 1285/1991 (See Annex I below), of 2nd August establishing the procedure for the payment of interest on Book Entry State Debt (as defined therein) to non-residents who invest in Spain without the intervention of a permanent establishment;
- (B) in the case of transactions in which any of the entities indicated in the foregoing paragraph (a) acts as intermediary, the entity in question must, in accordance with the information contained in its own records, certify the name and tax residency of each Holder in the manner laid down in Annex II of the Order of 16th September 1991 (See Annex II below);
- (C) in the case of transactions which are channelled through a securities clearing and deposit entity recognised for these purposes by Spanish law or by that of another OECD member country, the entity in question must, in accordance with the information contained in its own records, certify the name and tax residency of each Holder of the Instruments in the manner laid down in Annex II of the Order of 16th September 1991 (See Annex II below);

³ The principle of legal representative could permit, in the appropriate cases, Euroclear and/or Clearstream, Luxembourg to prepare, issue and sign the relevant Annexes under a power of attorney on behalf of their Participants/Customers.

- (D) in other cases⁴, residency must be evidenced by submission of the residency certificate issued by the tax authorities of the State of residency of the Holder. These certificates will be valid for one year as from the date of issue.

The certificates referred to in (A), (B) and (C) above must include the identity and country of residence of each Holder entitled to receive payment on the relevant payment date. In accordance with the current procedures of Euroclear and Clearstream, Luxembourg, Holders entitled to receive payment on the relevant payment date are those persons holding Instruments at the close of business on the day preceding the relevant payment date. Such certificates may therefore not be dated and may not be submitted to the Issue and Paying Agent prior to close of business on the day preceding the relevant payment date.

In accordance with sub-section 44(3) of Royal Decree 1065/2007, on the relevant payment date the relevant Issuer and the Guarantor must arrange for the net amounts payable after deduction of Spanish withholding tax at the applicable rate (currently 18%) to be transferred to the entities referred to in paragraphs (A), (B) and (C). Withholding tax will be applied to the whole amount of the interest payable on the relevant Instruments on the relevant payment date.

The documents referred to in (A), (B) and (C) must be accurately completed, delivered to and received by Euroclear or Clearstream, Luxembourg or, as the case may be, completed by Euroclear or Clearstream, Luxembourg if appointed as legal representative in respect of the Holder, by the relevant time (as determined by Euroclear or Clearstream, Luxembourg) on the relevant payment date, and received by the Issue and Paying Agent (as common depositary). Euroclear or Clearstream, Luxembourg would need to arrange for a provision of a global confirmation of the total amount of securities held by each of its qualified participants (i.e. those participants possessing the qualifications mentioned in article 44.2(a) of Royal Decree 1065/2007) for the purposes of complying with the provision contained in article 44.1(a) of Royal Decree 1065/2007.

Those non-Spanish resident Holders in respect of whom the procedures of Euroclear and Clearstream, Luxembourg have been complied with and in respect of whom Euroclear or Clearstream, Luxembourg has been appointed as legal representative, are entitled to receive payments free of withholding and should receive a refund of amounts withheld on the relevant payment date.

Payments made to non-Spanish resident Holders in respect of whom Euroclear or Clearstream, Luxembourg's procedures are not complied with or in respect of whom Euroclear or Clearstream, Luxembourg has not been appointed as their legal representative will be made subject to Spanish withholding tax on the relevant payment date at the current rate of 18%, although such Holders may be entitled to a refund at a later date of amounts withheld as further described under paragraphs 5.2 and 5.3, below.

5.2 *Legal Entities with tax residency in Spain subject to Spanish Corporate Income Tax*

Holders who are legal entities resident for tax purposes in Spain and subject to Spanish Corporate Income Tax may receive payments in respect of the Instruments free of withholding *provided that* they provide (or arrange to be provided on their behalf by Euroclear and Clearstream, Luxembourg if appointed as legal representative in respect of the Holder) accurate and timely information enabling them to qualify for such an exemption from withholding.

⁴ A tax residence certificate will be required in circumstances where Instruments are not cleared and settled through Euroclear, Clearstream, Luxembourg or any other clearing system recognised as such by the laws of Spain or of an OECD country.

The entities referred to in paragraph 5.1(A) above must provide to the Euroclear and Clearstream, Luxembourg by the relevant time (as determined by Euroclear and Clearstream, Luxembourg) on the relevant payment date a list of Holders who are subject to Spanish Corporate Income Tax, specifying each Holder's name, address and Tax Identification Number as well as the ISIN code of the relevant Instruments, the number of such Instruments held on the relevant payment date, the gross income and the amount withheld, all substantially in the form set out in Annex III below, or, as the case may be, such information must be provided by Euroclear or Clearstream, Luxembourg if appointed as legal representative in respect of the Holder and received by the Issue and Paying Agent (as common depositary) by 10:30 (CET) on the relevant payment date.

Holders who are legal entities resident for tax purposes in Spain and subject to Spanish Corporate Income Tax and in respect of whom the procedures of Euroclear and Clearstream, Luxembourg have been complied with and in respect of whom Euroclear or Clearstream, Luxembourg has been appointed as their legal representative, are entitled to receive payments free of withholding and should receive a refund of amounts withheld on the relevant payment date.

Payments made to Holders in respect of whom the above Euroclear and Clearstream, Luxembourg's procedures are not complied with or in respect of whom Euroclear or Clearstream, Luxembourg has not been appointed as their legal representative will be subject to Spanish withholding tax on the relevant payment date at the current rate of 18%, although such Holders may be entitled to a refund at a later date of amounts withheld as further described under paragraphs 5.3 and 5.4 below.

5.3 *Quick Refund by the relevant Issuer and the Guarantor*

In the case of both paragraph 5.1 and paragraph 5.2 above, in order for a Holder to receive payments free of Spanish withholding tax on the relevant payment date, the documentation described in paragraphs 5.1 and 5.2 must be received by the relevant deadlines.

If the relevant documentation in respect of an eligible Holder is not received by the relevant deadlines, the Issue and Paying Agent will be obliged to transfer payment to such Holder subject to Spanish withholding tax (currently at the rate of 18%). However, the Holder may obtain a refund by the relevant Issuer and the Guarantor of the amount withheld by ensuring that the Issue and Paying Agent receives the relevant, correctly completed certificate by no later than 10:00 a.m. (CET) on the Business Day before the 10th calendar day of the month following the relevant payment date (or if such date is not a Business Day (as defined in the Agency Agreement), the Business Day immediately preceding such date) (the Quick Refund Deadline).

The procedures for providing documentation referred to in paragraph 5.1 and 5.2 are set out in detail in the Issue and Paying Agency Agreement which may be inspected during normal business hours at the specified office of the Issue and Paying Agent. In particular, if the Issue and Paying Agent does not act as common depositary, the procedures described in this section will be modified in the manner described in the Issue and Paying Agency Agreement.

5.4 *Refund by the Spanish tax authorities*

Holders who might otherwise have been entitled to a refund but in respect of whom the Issue and Paying Agent does not receive the relevant documentation on or before a Quick Refund Deadline may seek a refund of Spanish tax withheld directly from the Spanish tax authorities.

Set out below are Annexes I, II and III. Sections in English have been translated from the original Spanish. In the event of any discrepancy, the Spanish version shall prevail.

ANNEX I

The translation into English of this certificate is for information only and, in the case of discrepancy with the Spanish language version, such Spanish version will prevail

Modelo de certificación en inversiones por cuenta propia

Form of Certificate for Own Account Investments

(Nombre)

(Name) _____

(Domicilio)

(Address) _____

(NIF)

(Fiscal ID number) _____

(en calidad de)

,en nombre y representación de la Entidad abajo señalada a los efectos previstos en el artículo 44.2.a) del Real Decreto 1065/2007,

(function) _____

,in the name and on behalf of the Entity indicated below, for the purposes of article 44.2.a) of Royal Decree 1065/2007,

Certifico:

I certify:

1. **Que el nombre o razón social de la Entidad que represento es:**
that the name of the Entity I represent is: _____
2. **Que su residencia fiscal es la siguiente:**
that its residence for tax purposes is: _____
3. **Que la Entidad que represento está inscrita en el Registro de**
that the institution I represent is recorded in the _____ Register of _____
(país estado, ciudad), con el número
(country, state, city), under number _____
4. **Que la Entidad que represento está sometida a la supervisión de (Organo supervisor)**
that the institution I represent is supervised by _____ (Supervisory body)
en virtud de (normativa que lo regula).
under _____(governing rules).

Todo ello en relación con:

All the above in relation to:

Identificación de los valores poseídos por cuenta propia

Identification of securities held for own account _____

Importe de los rendimientos

Amount of income _____

Lo que certifico en a de de 20

I certify the above in _____ on the _____ of _____ of 20

ANNEX II

The translation into English of this certificate is for information only and, in the case of discrepancy with the Spanish language version, such Spanish version will prevail

Modelo de Certificación en inversiones por cuenta ajena

Form of certificate for third party investments

(Nombre)

(Name) _____

(Domicilio)

(Address) _____

(NIF)

(Fiscal ID number) _____

(en calidad de)

,en nombre y representación de la Entidad abajo señalada a los efectos previstos en el artículo 44.2.b) y c) del Real Decreto 1065/2007,

(function) _____

,in the name and on behalf of the Entity indicated below, for the purposes of article 44.2.b) and c) of Royal Decree 1065/2007,

Certifico:

I certify:

- Que el nombre o razón social de la Entidad que represento es:**
that the name of the Entity I represent is: _____
- Que su residencia fiscal es la siguiente:**
that its residence for tax purposes is: _____
- Que la Entidad que represento está inscrita en el Registro de**
that the institution I represent is recorded in the _____ Register of _____
(país estado, ciudad), con el número
(country, state, city), under number _____
- Que la Entidad que represento está sometida a la supervision de** *(Organo supervisor)*
that the institution I represent is supervised by _____ (Supervisory body)
en virtud de *(normativa que lo regula).*
under _____ (governing rules).
- Que, de acuerdo con los Registros de la Entidad que represento, la relación de titulares adjunta a la presente certificación, comprensiva del nombre de cada uno de los titulares no residentes, su país de residencia y el importe de los correspondientes rendimientos, es exacta, y no incluye personas o Entidades residentes en España.**

That, according to the records of the Entity I represent, the list of beneficial owners hereby attached, including the names of all the non-resident holders, their country of residence and the amount of the relevant income is accurate, and does not include person(s) or institution(s) resident in Spain.

Lo que certifico en a de de 20

I certify the above in _____ on the _____ of _____ of 20

RELACIÓN ADJUNTA A CUMPLIMENTAR:

TO BE ATTACHED:

Identificación de los valores:

Identification of the securities

Listado de titulares:

List of beneficial owners:

Nombre / País de residencia / Importe de los rendimientos

Name / Country of residence / Amount of income

ANNEX III

The translation into English of this certificate is for information only and, in the case of discrepancy with the Spanish language version, such Spanish version will prevail

Modelo de certificación para hacer efectiva la exclusión de retención a los sujetos pasivos del impuesto sobre Sociedades y a los establecimientos permanentes sujetos pasivos del Impuesto sobre la Renta de No Residentes (a emitir por las entidades citadas en el art. 44.2) del Real Decreto 1065/2007)

Certificate for application of the exemption on withholding to Spanish Corporate Income Tax taxpayers and to permanent establishments of Non-Resident Income Tax taxpayers (to be issued by entities mentioned under article 44.2) of Royal Decree 1065/2007)

(Nombre)

(Name) _____

(Domicilio)

(Address) _____

(NIF)

(Fiscal ID number) _____

(en calidad de)

,en nombre y representación de la Entidad abajo señalada a los efectos previstos en el artículo 59.s) del Real Decreto 1777/2004,

(function) _____

,in the name and on behalf of the Entity indicated below, for the purposes of article 59.s) of Royal Decree 1777/2004,

Certifico:

I certify:

- Que el nombre o razón social de la Entidad que represento es:**
that the name of the Entity I represent is: _____
- Que su residencia fiscal es la siguiente:**
that its residence for tax purposes is: _____
- Que la Entidad que represento está inscrita en el Registro de**
that the institution I represent is recorded in the _____ Register of _____
(país estado, ciudad), con el número
(country, state, city), under number _____
- Que la Entidad que represento está sometida a la supervisión de** **(Órgano supervisor)**
that the institution I represent is supervised by _____ (Supervisory body)
en virtud de (normativa que lo regula).
under _____ (governing rules).
- Que, a través de la Entidad que represento, los titulares incluidos en la relación adjunta, sujetos pasivos del Impuesto sobre Sociedades y establecimientos permanentes en España sujetos pasivos del Impuesto sobre la Renta de no Residentes, son perceptores de los rendimientos indicados.**
That, through the Entity I represent, the list of holders hereby attached, are Spanish Corporate Tax taxpayers and permanent establishments in Spain of Non-Resident Income Tax taxpayers, and are recipients of the referred income.
- Que la Entidad que represento conserva, a disposición del emisor, fotocopia de la tarjeta acreditativa del número de identificación fiscal de los titulares incluidos en la relación.**
That the Entity I represent keeps, at the disposal of the Issuer, a photocopy of the card evidencing the Fiscal Identification Number of the holders included in the attached list.

Lo que certifico en a de de 20

I certify the above in _____ on the _____ of _____ of 20

RELACIÓN ADJUNTA
TO BE ATTACHED

Identificación de los valores:

Identification of the securities

Razón social / Domicilio / Número de identificación fiscal / Número de valores / Rendimientos brutos / Retención al 18%

Name / Domicile / Fiscal Identification Number / Number of securities / Gross income / Amount withheld at 18%.

— *Indication as to whether the issuer assumes responsibility for the withholding of taxes at the source.*

Save as described above, all amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Instruments, the Receipts and the Coupons, the Senior Guarantee and the Subordinated Guarantee by an Issuer or the Guarantor (as the case may be) will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Spain or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the relevant Issuer or (as the case may be) the Guarantor shall pay such additional amounts as will result in receipt by the Holder of any Instrument or Coupon of such amounts as would have been received by them had no such withholding or deduction been required.

Neither the relevant Issuer nor the Guarantor shall be required to pay any such additional amounts as referred to above in relation to any payment in respect of any Instrument or Coupon in the circumstances described in Condition 9.02. In particular, prospective Holders should note that no such additional amounts are payable to Holders in respect of whom the relevant Issuer or the Guarantor does not receive such information (which may include a tax residence certificate) concerning such Holder's identity and tax residence as it may require in order to comply with Law 19/2003 of 4 July and any implementing legislation (see Condition 9.02(ii)) or to, or to the third party on behalf of, individuals resident for tax purposes in the Kingdom of Spain (see Condition 9.02(vi)).

Taxation in Luxembourg

Luxembourg taxation

The following is a general description of certain Luxembourg tax considerations relating to the Instruments. It does not purport to be a complete analysis of all tax considerations relating to the Instruments, whether in Luxembourg or elsewhere. Prospective purchasers of the Instruments should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Instruments and receiving payments of interest, principal and/or other amounts under the Instruments and the consequences of such actions under the tax laws of Luxembourg. This summary is based upon the law as in effect on the date of this Base Prospectus. The information contained within this section is limited to taxation issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Instruments.

(A) Withholding Tax

All payments of interest and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Instruments can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to:

- (i) the application of the Luxembourg law of 21 June 2005 implementing the EU Savings Directive (Council Directive 2003/48/EC) and several agreements concluded with certain dependent or associated territories and providing for the possible application of a withholding tax (20% from 1 July 2008 to 30 June 2011 and 35% from 1 July 2011) on interest paid to certain non Luxembourg resident investors (individuals and certain types of entities called "residual entities") in the event of the Issuer appointing a paying agent in Luxembourg within the meaning of the above-mentioned directive (see section "EU Savings Directive" below) or agreements;
- (ii) the application as regards Luxembourg resident individuals (in the context of their private wealth) of the Luxembourg law of 23 December 2005 which has introduced a 10% final withholding tax on savings income (i.e. with certain exemptions, savings income within the meaning of the Luxembourg law of 21 June 2005 implementing the EU Savings Directive).

This law should apply to savings income accrued as from 1 July 2005 and paid as from 1 January 2006.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of 21 June 2005 and 23 December 2005 is assumed by the Luxembourg paying agent within the meaning of these laws and not by the Issuer.

(B) Taxes on Income and Capital Gains

A holder of an Instrument who derives income from such Instrument or who realises a gain on the disposal or redemption thereof will not be subject to Luxembourg taxation on such income or capital gains subject to the application of the laws of 21 June 2005 and 23 December 2005 referred to above unless:

- (i) such holder is, or is deemed to be, resident in Luxembourg for Luxembourg tax purposes (or for the purposes of the relevant provisions); or
- (ii) such income or gain is attributable to an enterprise or part thereof which is carried on through a permanent establishment, a permanent representative or a fixed base of business in Luxembourg.

Pursuant to the Luxembourg law of 17 July 2008 amending the law of 23 December 2005, Luxembourg individuals acting in the context of their private wealth can opt for a 10% flat taxation on certain interest accrued from 1 July 2005 and paid as of 1 January 2008 and received from a paying agent located in a Member State other than Luxembourg, in a country that is part of the European Economic Area or in certain dependent or associated territories of Member States.

(C) Net Wealth Tax

Luxembourg net wealth tax will not be levied on a holder of an Instrument unless:

- (i) such holder is, or is deemed to be, resident in Luxembourg for the purpose of the relevant provisions; or
- (ii) such Instrument is attributable to an enterprise or part thereof which is carried on through a permanent establishment, a permanent representative or a fixed base of business in Luxembourg.

The law of 23 December 2005 (*Loi du 23 décembre 2005 portant 1. introduction d'une retenue à la source libératoire sur certains intérêts produits par l'épargne mobilière; 2. abrogation de l'impôt sur la fortune dans le chef des personnes physiques; 3. modification de certaines dispositions de la loi modifiée du 4 décembre 1967 concernant l'impôt sur le revenu*) (date of implementation 1 January 2006) abolished net wealth tax for individuals.

(D) Inheritance and Gift Tax

Where the Instruments are transferred for no consideration, note in particular:

- (i) No Luxembourg inheritance tax is levied on the transfer of the Instruments upon death of a holder of an Instrument in cases where the deceased holder was not a resident of Luxembourg for inheritance tax purposes; and
- (ii) Luxembourg gift tax will be levied in the event that the gift is made pursuant to a notarial deed signed before a Luxembourg notary; or registered in Luxembourg.

(E) Other Taxes and Duties

It is not compulsory that the Instruments be filed, recorded or enrolled with any court or other authority in Luxembourg or that registration tax, transfer tax, capital tax, stamp duty or any other similar tax or duty (other than court fees and contributions for the registration with the Chamber of Commerce) be paid in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgment in the courts of

Luxembourg) of the Instruments in accordance therewith, except that in case of court proceedings in a Luxembourg court (including but not limited to a Luxembourg insolvency proceeding), registration of the Instruments may be ordered by the court, in which case the Instruments will be subject to a fixed or *ad valorem* duty depending on the exact nature of the Instruments. Registration would in principle further be ordered, and the same registration duties could be due, when the Instruments are produced, either directly or by way of reference, before an official authority (“*autorité constituée*”) in Luxembourg.

(F) Residence

A holder of an Instrument will not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of such Instrument or the execution, performance, delivery and/or enforcement of that or any other Instrument;

EU Savings Directive

On 3 June 2003, the EU Council of Economic and Finance Ministers adopted a new directive regarding the taxation of savings income (“**EU Savings Directive**”). The EU Savings Directive is, in principle, applied by Member States as from 1 July 2005 and has been implemented in Luxembourg by the laws of 21 June 2005. Under the directive, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income within the meaning of the EU Savings Directive paid by a paying agent within the meaning of the EU Savings Directive, to an individual resident or certain types of entities called “residual entities”, within the meaning of the EU Savings Directive (the “**Residual Entities**”), established in that other Member State (or certain dependent or associated territories). For a transitional period, however, Austria, Belgium and Luxembourg are permitted to apply an optional information reporting system whereby if a beneficial owner, within the meaning of the EU Savings Directive, does not comply with one of two procedures for information reporting, the relevant Member State will levy a withholding tax on payments to such beneficial owner. The withholding tax system will apply for a transitional period during which the rate of the withholding is of 20% from 1 July 2008 to 30 June 2011 and 35% as from 1 July 2011. The transitional period is to terminate at the end of first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. See “**European Union Directive on the Taxation of Savings Income in the Form of Interest Payments**” (Council Directive 2003/48/EC).

A number of non-EU countries (Switzerland, Andorra, Liechtenstein, Monaco and San Marino) and certain dependent or associated territories (Jersey, Guernsey, Isle of Man, Montserrat, British Virgin Islands, Netherlands Antilles and Aruba) have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a paying agent (within the meaning of the EU Savings Directive) within its jurisdiction to, or collected by such a paying agent for, an individual resident or a Residual Entity established in a Member State. In addition, Luxembourg has entered into reciprocal provision of information or transitional withholding arrangements with those dependent or associated territories in relation to payments made by a paying agent (within the meaning of the EU Savings Directive) in Luxembourg to, or collected by such a paying agent for, an individual resident or a Residual Entity established in one of those territories.

5 TERMS AND CONDITIONS OF THE OFFER

5.1 *Conditions, offer statistics, expected timetable and action required to apply for the offer*

5.1.1 *Conditions to which the offer is subject.*

To be specified in the Final Terms.

5.1.2 *Total amount of the issue/offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer.*

To be specified in the Final Terms.

5.1.3 *The time period, including any possible amendments, during which the offer will be open and description of the application process.*

To be specified in the Final Terms.

5.1.4 *A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants.*

To be specified in the Final Terms.

5.1.5 *Details of the minimum and/or maximum amount of application, (whether in number of securities or aggregate amount to invest).*

To be specified in the Final Terms.

5.1.6 *Method and time limits for paying up the securities and for delivery of the securities.*

To be specified in the Final Terms.

5.1.7 *A full description of the manner and date in which results of the offer are to be made public.*

To be specified in the Final Terms.

5.1.8 *The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.*

To be specified in the Final Terms.

5.2 *Plan of distribution and allotment*

5.2.1 *The various categories of potential investors to which the securities are offered. If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.*

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Instruments which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Instruments to the public in that Relevant Member State:

- (a) if the Final Terms or Drawdown Prospectus in relation to the Instruments specify that an offer of those Instruments may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a **Non-exempt Offer**), following the date of publication of a prospectus in relation to such Instruments which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, *provided that* any such prospectus which is not a Drawdown Prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;
- (d) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer(s) for any such offer; or
- (e) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of Instruments referred to in (b) to (e) above shall require the Issuers or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Instruments to the public**” in relation to any Instruments in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments, as the same may be varied in that Member State by any measure implementing the **Prospectus Directive** in that Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

United States of America

Regulation S Category 2; TEFRA D; Rule 144A eligible if so specified in the relevant Final Terms.

Instruments have not been and will not be registered under the United States Securities Act of 1933 (the “**Securities Act**”) and may not be offered or sold within the United States or to or for the account or benefit of U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

Instruments in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to United States persons, except in certain transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Dealer has agreed that, except as permitted by the Dealership Agreement, it will not offer, sell or deliver Instruments, (i) as part of their distribution at any time or (ii) otherwise until forty days after the completion of the distribution of the Instruments comprising the relevant Tranche, as certified to the Issue and Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Instruments to or through more than one Dealer, by each of such Dealers as to Instruments of such Tranche purchased by or through it, in which case the Issue and Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to or for the account or benefit of U.S. persons, and such Dealer will have sent to each dealer to which it sells Instruments during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Instruments within the United States or to or for the account or benefit of U.S. persons. In addition, until forty days after the commencement of the offering of Instruments comprising any Tranche, any offer or sale of Instruments within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.

Each Tranche of Instruments will also be subject to such further United States selling restrictions as the Issuer and the relevant Dealer(s) may agree and as indicated in the relevant Final Terms.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) **No deposit-taking:** in relation to any Instruments which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Instruments would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (“**FSMA**”) by the relevant Issuer;
- (b) **Financial promotion:** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Instruments in circumstances in which Section 21(1) of the FSMA does not, or in the case of the Guarantor, would not if it was not an authorised person, apply to the relevant Issuer or the Guarantor; and
- (c) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

Spain

The Instruments may not be offered, sold or distributed, nor may any subsequent resale of Instruments be carried out in Spain, except in circumstances which do not constitute a public offer of securities in Spain within the meaning of the Spanish Securities Market Law (*Ley 24/1988, de 28 de Julio, del Mercado de Valores*), as amended and restated, or without complying with all legal and regulatory requirements under Spanish securities laws. No publicity or marketing of any kind shall be made in Spain in relation to the Instruments.

Neither the Instruments nor the Base Prospectus have been registered with the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) and therefore the Base Prospectus is not intended for any public offer of the Instruments in Spain.

Japan

The Instruments have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and each Dealer has undertaken that it will not offer or sell any Instruments directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or re-sale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, “**Japanese Person**” shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

5.2.2 Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made.

To be specified in the Final Terms.

5.3 **Pricing**

- 5.3.1 ***An indication of the expected price at which the securities will be offered or the method of determining the price and the process for its disclosure. Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser.***

To be specified in the Final Terms.

5.4 **Placing and Underwriting**

- 5.4.1 ***Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the issuer or to the offeror, of the placers in the various countries where the offer takes place.***

See paragraph 5.4.3.

- 5.4.2 ***Name and address of any paying agents and depository agents in each country.***

The names and addresses of each of the Paying Agents and of the Registrar is specified at the end of this Base Prospectus.

- 5.4.3 ***Name and address of the entities agreeing to underwrite the issue on a firm commitment basis, and name and address of the entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements. Indication of the material features of the agreements, including the quotas. Where not all of the issue is underwritten, a statement of the portion not covered. Indication of the overall amount of the underwriting commission and of the placing commission.***

Instruments may be sold from time to time by the relevant Issuer to any one or more of Abbey National Treasury Services plc, Banc of America Securities Limited., Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities Ltd., Merrill Lynch International, Morgan Stanley & Co. International plc, Nomura International plc, Société Générale, The Royal Bank of Scotland plc and UBS Limited (the “**Dealers**”). Instruments may also be sold by the Issuer direct to institutions who are not Dealers. The arrangements under which Instruments may from time to time be agreed to be sold by the relevant Issuer to, and purchased by, Dealers are set out in a dealership agreement dated 14 November 2008 (as amended or supplemented from time to time, the “**Dealership Agreement**”) and made between the Issuers, the Guarantor and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Instruments, the price at which such Instruments will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the relevant Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Instruments. The addresses of each of the Dealers is specified at the end of this Base Prospectus. The names and addresses of the Manager(s) of any particular issue of Instruments shall be specified in the relevant Final Terms.

- 5.4.4 ***When the underwriting agreement has been or will be reached.***

To be specified in the Final Terms.

5.5 **Additional Disclosure Requirements for Derivative Securities (Annex XII)**

- 5.5.1 ***A clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the underlying instrument(s), especially under the circumstances when the risks are most evident unless the securities have a denomination per unit of at least EUR 50,000 or can only be acquired for at least EUR 50,000 per security.***

To be specified in Final Terms.

5.5.2 *The exercise price or the final reference price of the underlying.*

To be specified in Final Terms.

5.5.3 *A statement setting out the type of the underlying and details of where information on the underlying can be obtained:*

- *an indication where information about the past and the further performance of the underlying and its volatility can be obtained.*
- *where the underlying is a security.*
- *the name of the issuer of the security.*
- *where the underlying is an index.*
- *the name of the index and a description of the index if it is composed by the issuer. If the index is not composed by the issuer, where information about the index can be obtained.*
- *where the underlying is an interest rate.*
- *a description of the interest rate.*
- *others:*
 - *where the underlying does not fall within the categories specified above the securities note shall contain equivalent information.*
 - *where the underlying is a basket of underlyings.*
 - *disclosure of the relevant weightings of each underlying in the basket.*

To be specified in Final Terms.

5.5.4 *A description of any market disruption or settlement disruption events that affect the underlying.*

To be specified in Final Terms.

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

To be specified in Final Terms.

5.5.6 *Name and address of a calculation agent.*

To be specified in Final Terms.

5.5.7 *An indication in the Base Prospectus whether or not the issuer intends to provide post-issuance information. Where the issue has indicated that it intends to report such information, the issuer shall specify in the Base Prospectus what information will be reported and where such information can be obtained.*

To be specified in Final Terms.

6 ADMISSION TO TRADING AND DEALING ARRANGEMENTS

6.1 *An indication as to whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a regulated market or other equivalent markets with indication of the markets in question. This circumstance must be mentioned, without creating the impression that the admission to trading will necessarily be approved. If known, give the earliest dates on which the securities will be admitted to trading.*

To be specified in the Final Terms.

6.2 *All the regulated markets or equivalent markets on which, to the knowledge of the issuer, securities of the same class of the securities to be offered or admitted to trading are already admitted to trading.*

To be specified in the Final Terms.

- 6.3 ***Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment.***

To be specified in the Final Terms.

7 ADDITIONAL INFORMATION

- 7.1 ***If advisors connected with an issue are mentioned in the Base Prospectus, a statement of the capacity in which the advisors have acted.***

The legal advisers and capacity in which they act are specified at the end of this Base Prospectus.

- 7.2 ***An indication of other information in the Base Prospectus which has been audited or reviewed by statutory auditors and where auditors have produced a report. Reproduction of the report or, with permission of the competent authority, a summary of the report.***

No such information is included.

- 7.3 ***Where a statement or report attributed to a person as an expert is included in the Base Prospectus, provide such persons' name, business address, qualifications and material interest if any in the issuer. If the report has been produced at the issuer's request a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part of the Base Prospectus.***

No such statement or report is included.

- 7.4 ***Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, identify the source(s) of the information.***

No such information is included.

- 7.5 ***Credit ratings assigned to an issuer or its debt 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.***

Tranches of Instruments may be rated or unrated and, if rated, such ratings will be specified in the relevant Final Terms. A rating is not a recommendation to buy, sell or hold Instruments and may subject to suspension, reduction or withdrawal at any time by the assigning Rating Agency.

TERMS AND CONDITIONS OF THE INSTRUMENTS

Introduction

The Instruments of each Tranche will be constituted by virtue of a public deed of issuance (the “**Public Deed of Issuance**”) to be executed before a Spanish notary public and to be registered with the Mercantile Registry of Madrid on or prior to the issue date, and which shall contain, among other information, the terms and conditions of the Instruments. The Instruments will be issued in accordance with an issue and paying agency agreement (the “**Issue and Paying Agency Agreement**”, which expression shall include any amendments or supplements thereto) dated 14 November 2008 and made between Santander International Debt, S.A. Unipersonal (“**Santander International**”) and Santander Issuances, S.A. Unipersonal (“**Santander Issuances**”) (each an “**Issuer**” and together, the “**Issuers**”), Banco Santander, S.A. (the “**Guarantor**”), The Bank of New York Mellon, London Branch in its capacities as issue and paying agent and principal registrar (the “**Issue and Paying Agent**” which expressions shall include any successor to The Bank of New York Mellon, London Branch in its capacities as such), The Bank of New York (Luxembourg) S.A. in its capacity as alternative registrar (the “**Alternative Registrar**”, which expression shall include any successor to The Bank of New York (Luxembourg) S.A. in its capacity as such) and the paying agents named therein (the “**Paying Agents**”, which expression shall include the Issue and Paying Agent and any substitute or additional paying agents appointed in accordance with the Issue and Paying Agency Agreement). For the purposes of making determinations or calculations of interest rates, interest amounts, redemption amounts or any other matters requiring determination or calculation in accordance with the Conditions of any Series of Instruments (as defined below), the Issuer may appoint a Determination Agent (as defined under Condition 5D.03) for the purposes of such Instruments, in accordance with the provisions of the Issue and Paying Agency Agreement, and such Determination Agent shall be specified in the applicable Final Terms. The Issuers have executed and delivered a deed of covenant dated 14 November 2008 (the “**Deed of Covenant**”). The Guarantor has, for the benefit of the Holders of the Senior Instruments from time to time, executed and delivered a deed of guarantee (the “**Senior Guarantee**”) dated 14 November 2008 under which it has guaranteed the due and punctual payments of all amounts due by Santander International under the Senior Instruments issued in or after the date thereof as and when the same shall become due and payable. The Guarantor shall, on an issue by issue basis, on or before the issue date of any Subordinated Instruments, for the benefit of Holders of Subordinated Instruments from time to time, execute and deliver a deed of guarantee (the “**Subordinated Guarantee**”), under which it shall guarantee the due and punctual payment of all amounts due by Santander Issuances under the relevant Subordinated Instruments as and when the same shall become due and payable. Copies of the Issue and Paying Agency Agreement, the Deed of Covenant, the Senior Guarantee and the relevant Subordinated Guarantee are, or will be, available for inspection during normal business hours at the specified office of each of the Paying Agents, the Principal Registrar and the Alternative Registrar. All persons from time to time entitled to the benefit of obligations under any Instruments shall be deemed to have notice of, and shall be bound by, all of the provisions of the Issue and Paying Agency Agreement and the Deed of Covenant insofar as they relate to the relevant Instruments.

The Instruments are issued in series (each, a “**Series**”), and each Series may comprise one or more tranches (“**Tranches**” and each, a “**Tranche**”) of Instruments. Each Tranche will be the subject of a Final Terms (each, a “**Final Terms**”), a copy of which will be available for inspection during normal business hours at the specified office of the Issue and Paying Agent and/or the Registrar (as defined in Condition 2.02), as the case may be, and, in the case of a Tranche of Instruments listed on the regulated market of the Luxembourg Stock Exchange and if the rules of such market so require, shall be obtainable at the specified office of the Paying Agent in Luxembourg. In the case of a Tranche of Instruments in relation to which application has not been made for admission for listing on any listing authority, stock exchange and/or quotation system, copies of the Final Terms will only be available for inspection by a Holder of or, as the case may be, an Accountholder (as defined in the Deed of Covenant) in respect of, such Instruments.

References in these Terms and Conditions to “Instruments” are to Instruments of the relevant Series and any references to “Coupons” (as defined in Condition 1.05) and “Receipts” (as defined in Condition 1.06) are to Coupons and Receipts relating to Instruments of the relevant Series.

References in these Terms and Conditions to the “Final Terms” are to the Final Terms or Final Terms(s) prepared in relation to the Instruments of the relevant Tranche or Series.

In respect of any Instruments, references herein to these “Terms and Conditions” are to these terms and conditions as modified or (to the extent thereof) replaced by the Final Terms.

1. Form and Denomination

1.01 Instruments are issued in bearer form (“**Bearer Instruments**”) or in registered form (“**Registered Instruments**”), as specified in the Final Terms and are serially numbered. Registered Instruments are not exchangeable for Bearer Instruments.

Form of Bearer Instruments

1.02 Each Tranche of Bearer Instruments will be represented upon issue by a temporary global instrument (a “**Temporary Global Instrument**”) in substantially the form (subject to amendment and completion) scheduled to the Issue and Paying Agency Agreement. In the case of an exchange for Registered Instruments at any time and without any requirement for certification, but otherwise on or after the date (the “**Exchange Date**”) which is forty days after the completion of the distribution of the Instruments of the relevant Tranche and provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Instrument or in such other form as is customarily issued in such circumstances by the relevant clearing systems) has been received, interests in the Temporary Global Instrument may be exchanged for:

- (i) interests in a permanent global instrument (a “**Permanent Global Instrument**”) representing the Instruments of that Tranche and in substantially the form (subject to amendment and completion) scheduled to the Issue and Paying Agency Agreement; or
- (ii) if so specified in the relevant Final Terms, serially numbered definitive instruments (“**Definitive Instruments**”) and/or (in the case of a Series comprising both Bearer Instruments and Registered Instruments and if so specified in the relevant Final Terms) Registered Instruments in substantially the form (subject to amendment and completion) scheduled to the Issue and Paying Agency Agreement.

1.03 If any date on which a payment of interest is due on the Instruments of a Tranche occurs whilst any of the Instruments of that Tranche are represented by a Temporary Global Instrument, the related interest payment will be made on the Temporary Global Instrument only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Instrument or in such other form as is customarily issued in such circumstances by the relevant clearing systems) has been received by Euroclear Bank S.A./N.V. (“**Euroclear**”) or Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) or any other relevant clearing system. Payments of amounts due in respect of a Permanent Global Instrument will be made through Euroclear or Clearstream, Luxembourg or any other relevant clearing system without any requirement for certification.

1.04 Interests in a Permanent Global Instrument will be exchanged by the Issuer in whole (but not in part only), at the option of the Holder of such Permanent Global Instrument, for serially numbered Definitive Instruments and/or (in the case of a Series comprising both Bearer and Registered Instruments and if so specified in the relevant Final Terms) Registered Instruments, (a) if any Instrument of the relevant Series becomes due and repayable following an Event of Default (as defined herein); or (b) if either Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so or announces its intention to withdraw its acceptance of the Instruments for clearance and settlement through its system or in fact does so; or (c) if so specified in the Final Terms, at the option of the Holder of such Permanent Global Instrument upon such Holder’s request, in all cases at the cost and expense of the Issuer, unless otherwise specified in the relevant Final Terms. In order to exercise the option contained in part (c) of the preceding sentence, the Holder must, not less than forty-five days before the date upon which the delivery of such Definitive Instruments and/or Registered Instruments is

required, deposit the relevant Permanent Global Instrument with the Issue and Paying Agent at its specified office with the form of exchange notice endorsed thereon duly completed. If default is made by the Issuer in the required delivery of Definitive Instruments and/or Registered Instruments and such default is continuing at 6.00 p.m. (Luxembourg time) on the thirtieth day after the day on which the relevant notice period expires or, as the case may be, such Permanent Global Instrument becomes so exchangeable, such Permanent Global Instrument will become void in accordance with its terms but without prejudice to the rights of the accountholders with Euroclear or Clearstream, Luxembourg or any other relevant clearing system in relation thereto under the Deed of Covenant.

1.05 Definitive Instruments will, if so specified in the relevant Final Terms, have attached thereto at the time of their initial delivery coupons (“**Coupons**”), presentation of which will be a prerequisite to the payment of interest in certain circumstances specified below. Definitive Instruments will also, if so specified in the relevant Final Terms, have attached thereto at the time of their initial delivery, a talon (“**Talon**”) for further coupons and the expression “Coupons” shall, where the context so requires, include Talons.

1.06 Bearer Instruments, the principal amount of which is repayable by instalments (“**Instalment Instruments**”) have attached thereto at the time of their initial delivery, payment receipts (“**Receipts**”) in respect of the instalments of principal.

Form of Registered Instruments

1.07 All Registered Instruments will be in individual form. There will be no global Registered Instruments. Registered Instruments will be in substantially the form (subject to amendment and completion) scheduled to the Issue and Paying Agency Agreement. Registered Instruments will not be exchangeable for Bearer Instruments.

Denomination of Bearer Instruments

1.08 Bearer Instruments are in the denomination or denominations (each of which denomination is integrally divisible by each smaller denomination) specified in the Final Terms. Bearer Instruments of one denomination will not be exchangeable, after their initial delivery, for Bearer Instruments of any other denominations. No Instruments may be issued under the Programme which have a minimum denomination of less than €1,000 (or equivalent in another currency).

Denomination of Registered Instruments

1.09 Registered Instruments will be in the minimum denomination specified in the relevant Final Terms or integral multiples thereof. No Instruments may be issued under the Programme which have a minimum denomination of less than €1,000 (or equivalent in another currency).

Currency of Instruments

1.10 Instruments may be denominated in any currency, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

1.11 For the purposes of these Terms and Conditions, references to Instruments shall, as the context may require, be deemed to be to Temporary Global Instruments, Permanent Global Instruments, Definitive Instruments or, as the case may be, Registered Instruments.

2. Title

2.01 Title to Bearer Instruments and Coupons passes by delivery. References herein to the “**Holders**” of Bearer Instruments or of Coupons are to the bearers of such Bearer Instruments or such Coupons.

2.02 Title to Registered Instruments passes by registration in the register which is kept by the Principal Registrar or, as the case may be, the Alternative Registrar, as specified in the relevant Final Terms. For the purposes of these Terms and Conditions, “**Registrar**” means, in relation to any Series comprising Registered Instruments, the Principal Registrar or, as the case may be, the Alternative Registrar, provided always that where such Series is to be listed on the Luxembourg Stock Exchange

and if the rules of such stock exchange so require, “**Alternative Registrar**” shall mean the Alternative Registrar (The Bank of New York (Luxembourg) S.A.). References herein to the “**Holders**” of Registered Instruments are to the persons in whose names such Registered Instruments are so registered in the relevant register.

2.03 The Holder of any Bearer Instrument, Coupon or Registered Instrument will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

Transfer of Registered Instruments and exchange of Bearer Instruments for Registered Instruments

2.04 A Registered Instrument may, upon the terms and subject to the conditions set forth in the Issue and Paying Agency Agreement, be transferred in whole or in part only (*provided that* such part is, or is an integral multiple of, the minimum denomination specified in the relevant Final Terms) upon the surrender of the Registered Instrument to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. A new Registered Instrument will be issued to the transferee and, in the case of a transfer of part only of a Registered Instrument, a new Registered Instrument in respect of the balance not transferred will be issued to the transferor.

2.05 If so specified in the relevant Final Terms, the Holder of Bearer Instruments may exchange the same for the same aggregate principal amount of Registered Instruments upon the terms and subject to the conditions set forth in the Issue and Paying Agency Agreement. In order to exchange a Bearer Instrument for a Registered Instrument, the Holder thereof shall surrender such Bearer Instrument at the specified office outside the United States of the Issue and Paying Agent or of the Registrar together with a written request for the exchange. Each Bearer Instrument so surrendered must be accompanied by all unmatured Coupons appertaining thereto other than the Coupon in respect of the next payment of interest falling due after the exchange date (as defined in Condition 2.06) where the exchange date would, but for the provisions of Condition 2.06, occur between the Record Date (as defined in Condition 10B.03) for such payment of interest and the date on which such payment of interest falls due.

2.06 Each new Registered Instrument to be issued upon the transfer of a Registered Instrument or the exchange of a Bearer Instrument for a Registered Instrument will be available, within three Relevant Banking Days of the transfer date or the exchange date, as the case may be, for collection by each relevant Holder at the specified office of the Registrar or, at the option of the Holder requesting such exchange or transfer, be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. For these purposes, a form of transfer or request for exchange received by the Registrar or the Issue and Paying Agent after the Record Date in respect of any payment due in respect of Registered Instruments shall be deemed not to be effectively received by the Registrar or the Issue and Paying Agent until the day following the due date for such payment.

For the purposes of these Terms and Conditions,

- (i) “**Relevant Banking Day**” means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar is located and, in the case only of an exchange of a Bearer Instrument for a Registered Instrument, where such request for exchange is made to the Issue and Paying Agent, in the place where the specified office of the Issue and Paying Agent is located;
- (ii) the “**exchange date**” shall be the Relevant Banking Day following the day on which the relevant Bearer Instrument shall have been surrendered for exchange in accordance with Condition 2.05; and
- (iii) the “**transfer date**” shall be the Relevant Banking Day following the day on which the relevant Registered Instrument shall have been surrendered for transfer in accordance with Condition

2.04 and all reasonable requirements of the Issuer and the Registrar shall have been satisfied in respect of such transfer.

2.07 The issue of new Registered Instruments on transfer or on the exchange of Bearer Instruments for Registered Instruments will be effected without charge by or on behalf of the relevant Issuer, the Issue and Paying Agent or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the relevant Issuer, the Issue and Paying Agent or the Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

2.08 Upon the transfer, exchange or replacement of Registered Instruments bearing the private placement legend (the “**Private Placement Legend**”) set forth in the form of Registered Instrument scheduled to the Issue and Paying Agency Agreement, the Registrar shall deliver only Registered Instruments that also bear such legend unless either (i) such transfer, exchange or replacement occurs three or more years after the later of (1) the original issue date of such Instruments or (2) the last date on which the relevant Issuer or any affiliates (as defined below) of the relevant Issuer as notified to the Registrar by the relevant Issuer as provided in the following sentence, was the beneficial owner of such Instrument (or any predecessor of such Instrument) or (ii) there is delivered to the Registrar an opinion reasonably satisfactory to the relevant Issuer of counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States to the effect that neither such legend nor the restrictions on transfer set forth therein are required in order to maintain compliance with the provisions of such laws. The relevant Issuer covenants and agrees that it will not acquire any beneficial interest, and will cause its “affiliates” (as defined in paragraph (a)(1) of Rule 144 under the Securities Act of 1933, as amended (the “**Securities Act**”)) not to acquire any beneficial interest, in any Registered Instrument bearing the Private Placement Legend unless it notifies the Registrar of such acquisition. The Registrar and all Holders of Instruments shall be entitled to rely without further investigation on any such notification (or lack thereof).

2.09 For so long as any of the Registered Instruments bearing the Private Placement Legend remain outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, the relevant Issuer covenants and agrees that it shall, during any period in which it is not subject to Section 13 or 15(d) under the United States Securities Exchange Act of 1934 nor exempt from reporting pursuant to Rule 12g3-2(b) under such Act, make available to any Holder of such Instruments in connection with any sale thereof and any prospective purchaser of such Instruments from such Holder, in each case upon request, the information specified in, and meeting the requirements of, Rule 144(d)(4) under the Securities Act.

3. Status of the Instruments and the Guarantee

Status of Senior Instruments

This Condition 3.01 is applicable to Instruments issued by Santander International only

3.01 The Senior Instruments (being those Instruments which specify their status as Senior) and the Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated and (without prejudice to the provisions of Condition 4) unsecured obligations of Santander International and rank *pari passu* and rateably without any preference among themselves and (unless they qualify by law as subordinated debts under article 92 of Law 22/2003 (*Ley Concursal*) of 9 July 2003 (the “**Insolvency Law**”)) and subject to any applicable statutory exceptions and without prejudice as aforesaid) the payment obligations of Santander International under the Senior Instruments, Receipts and Coupons relating to them rank at least *pari passu* with all other unsecured and unsubordinated indebtedness, present and future.

Senior Guarantee

This Condition 3.02 is applicable to Instruments issued by Santander International only

3.02 The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by Santander International under the Senior Instruments, Receipts and Coupons on an unsubordinated basis. The obligations of the Guarantor in respect of Senior

Instruments constitute direct, unconditional, unsubordinated and (without prejudice to Condition 4) unsecured obligations of the Guarantor and rank *pari passu* and rateably without any preference among such obligations of the Guarantor in respect of the Senior Instruments of the same Series and (unless they qualify by law as subordinated debts under article 92 of the Insolvency Law and subject to any applicable statutory exceptions and without prejudice as aforesaid) at least *pari passu* with all other unsubordinated and unsecured indebtedness and monetary obligations involving or otherwise related to borrowed money of the Guarantor, present and future. Its obligations in that respect are contained in the Senior Guarantee.

Status of Subordinated Instruments

This Condition 3.03 is applicable to Instruments issued by Santander Issuances only

3.03 Status of Dated Subordinated Instruments: The Subordinated Instruments (being Instruments which specify their status as Subordinated) are direct, unconditional, subordinated and unsecured obligations of Santander Issuances ranking without preference or priority among themselves together with all other subordinated obligations of Santander Issuances other than subordinated obligations prescribed by law and subordinated obligations which are expressed to rank junior to the Subordinated Instruments.

Subordinated Guarantee

This Condition 3.04 is applicable to Instruments issued by Santander Issuances only

3.04 The Guarantor shall, on or before the date of issue (as specified in the relevant Final Terms) of any Subordinated Instruments, execute a guarantee in the form scheduled to the Base Prospectus dated 14 November 2008.

The Guarantor has unconditionally and irrevocably guaranteed, on a subordinated basis, the due and punctual payment of all the sums expressed to be payable by Santander Issuances under the Subordinated Instruments. The obligations of the Guarantor in respect of the Subordinated Instruments constitute direct, unconditional, subordinated and unsecured obligations of the Guarantor which will at all times rank *pari passu* with all other present and future subordinated obligations of the Guarantor except for certain subordinated obligations prescribed by law and subordinated obligations which are expressed to rank junior to the Guarantor's obligations under the Guarantee. In the event of insolvency (*concurso*) of the Guarantor, under Law 22/2003, claims relating to the Guarantee will fall within the category of "subordinated debts" (as defined in Law 22/2003). After payment in full of unsubordinated debts but before distributions to shareholders and creditors of the Guarantor which are characterised as holders of equity (*Otros Acreedores a Título Asimilable al de Aportación de Capital*), under article 92 of Law 22/2003, the Guarantor will meet such subordinated debts in the following order and pro rata within each class: (i) claims lodged belatedly or inaccurately in the context of insolvency proceedings; (ii) contractually subordinated debt (such as the claims under the Guarantee); (iii) interest; (iv) fines; (v) claims of creditors which are related to the Guarantor; and (vi) debt arising from transactions set aside by Spanish courts in the context of insolvency proceedings (*rescisión concursal*) and in respect of which the court has determined that the relevant creditor has acted in bad faith.

4. Negative Pledge

(a) So long as any of the Senior Instruments, Receipts or Coupons remain outstanding (as defined in the Issue and Paying Agency Agreement) or any amount remains payable under the Senior Guarantee neither the Issuer nor the Guarantor will create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its present or future assets, undertakings or revenues as security for any Relevant Debt or any guarantee of or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, Santander International's obligations under the Senior Instruments, Receipts and Coupons or, as the case may be, the Guarantor's obligations under the Senior Guarantee (i) are secured equally and rateably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto, as the case may be, or

(ii) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by a resolution of the relevant Syndicate of Holders of the Senior Instruments.

(b) For the purposes of this Condition, “**Relevant Debt**” means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures, loan stock or other securities which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in any listing authority, stock exchange, quotation system, over-the-counter or other securities market, having an original maturity of more than one year from its date of issue.

(c) Nothing in this Condition 4 shall prevent Santander International or the Guarantor from creating or having outstanding any mortgage, lien (other than a lien arising by operation of law), pledge, charge or other security interest (for purposes of this Condition, each a “**Security**”) upon, or with respect to, any of its present or future assets or revenues or any part thereof which is created pursuant to any securitisation, asset-backed financing or like arrangement in accordance with normal market practice in Spain (where applicable) and whereby the Relevant Debt (or any guarantee or other obligation in respect of any Relevant Debt) secured by such Security or having the benefit of such secured guarantee or other obligation is limited to the value of such assets or revenues.

5. Interest

Instruments will be interest-bearing. The Final Terms in relation to each Tranche of Instruments shall specify which of Condition 5A, 5B and/or 5C shall be applicable and Condition 5D will be applicable to each Tranche of Instruments as specified therein save, in each case, to the extent inconsistent with the relevant Final Terms. In relation to any Tranche of Instruments, the relevant Final Terms may specify actual amounts of interest payable rather than, or in addition to, a rate or rates at which interest accrues.

5A Interest — Fixed Rate

Instruments in relation to which this Condition 5A is specified in the relevant Final Terms as being applicable shall bear interest from their date of issue (as specified in the relevant Final Terms) or from such other date as may be specified in the relevant Final Terms at the rate or rates per annum (or otherwise, as specified in the relevant Final Terms) specified in the relevant Final Terms. Such interest will be payable in arrear on such dates as are specified in the relevant Final Terms and on the date of final maturity thereof. Interest in respect of a period of less than one year will be calculated on such basis as may be specified in the relevant Final Terms.

5B Interest — Floating Rate Instruments and Index-Linked Interest Instrument Provisions

5B.01 Instruments in relation to which this Condition 5B is specified in the relevant Final Terms as being applicable, shall bear interest at the rate or rates per annum (or otherwise, as specified in the relevant Final Terms) determined in accordance with this Condition 5B. Condition 5D.01 shall apply to Instruments to which this Condition 5B applies.

5B.02 Such Instruments shall bear interest from their date of issue (as specified in the relevant Final Terms) or from such other date as may be specified in the relevant Final Terms. Such interest will be payable in arrear on each Interest Payment Date (as defined in Condition 5D.01) and on the maturity date.

5B.03 Screen Rate Determination

If “**Screen Rate Determination**” is specified in the relevant Final Terms it shall also specify which page (the “**Relevant Screen Page**”) on the Reuters Screen or any other information vending service shall be applicable. For these purposes, “**Reuters Screen**” means, when used in connection with any designated page and any Floating Rate option, the display page so designated on the Reuters service or any successor display page (or such other services or service as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto). The rate of interest (the “**Rate of Interest**”) applicable to such Instruments for each Interest Period shall be determined by the Determination Agent (as defined in Condition 5D.03 on the following basis:

- (i) the Determination Agent will determine the offered rate for deposits (or, as the case may require, the arithmetic mean (rounded, if necessary, to the nearest ten thousandth of a percentage point, 0.00005 being rounded upwards) of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period (as defined in Condition 5D.01 on the Relevant Screen Page as of 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the second London Banking Day or, in the case of Instruments denominated in Euro, on the second TARGET Business Day, before (or, in the case of Instruments in another currency if so specified in the relevant Final Terms, on) the first day of the relevant Interest Period (the “**Interest Determination Date**”);
- (ii) if, on any Interest Determination Date, no such rate for deposits so appears (or, as the case may be, if fewer than two such rates for deposits so appear) or if the Relevant Screen Page is unavailable, the Determination Agent will request appropriate quotations and will determine the arithmetic mean (rounded as aforesaid) of the rates at which deposits in the relevant currency are offered by four major banks in the London interbank market or, where the basis for calculating the Rate of Interest is EURIBOR, in the Euro-zone interbank market, selected by the Determination Agent, at approximately 11.00 a.m. (London time, in the case of LIBOR Brussels time, in the case of Euribor) on the Interest Determination Date to prime banks in the London interbank market or, where the basis for calculating the Rate of Interest is EURIBOR, in the Euro-zone interbank market for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time;
- (iii) if, on any Interest Determination Date, only two or three rates are so quoted, the Determination Agent will determine the arithmetic mean (rounded as aforesaid) of the rates so quoted; or
- (iv) if fewer than two rates are so quoted, the Determination Agent will determine the arithmetic mean (rounded as aforesaid) of the rates quoted by four major banks in the Relevant Financial Centre (as defined in Condition 10C.03) (or, in the case of Instruments denominated in Euro, in such financial centre or centres as the Determination Agent may select) selected by the Determination Agent, at approximately 11.00 a.m. (Relevant Financial Centre time (or local time at such other financial centre or centres as aforesaid)) on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

and the Rate of Interest applicable to such Instruments during each Interest Period will be the sum of the relevant margin (the “**Relevant Margin**”) specified in the Final Terms and the rate (or, as the case may be, the arithmetic mean (rounded as aforesaid) of rates) so determined; *provided*, however, that, if the Determination Agent is unable to determine a rate (or, as the case may be, an arithmetic mean (rounded as aforesaid) of rates) in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Instruments during such Interest Period will be the sum of the Relevant Margin and the rate (or, as the case may be, the arithmetic mean (rounded as aforesaid) of rates) determined in relation to such Instruments in respect of the last preceding Interest Period; *provided* always that if there is specified in the relevant Final Terms a minimum interest rate or a maximum interest rate then the Rate of Interest shall in no event be less than or, as the case may be, exceed it. For the purposes of these Terms and Conditions “**London Banking Day**” means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London.

5B.04 ISDA Determination: If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of interest applicable to the Instruments for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where “**ISDA Rate**” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the 2006 Definitions of the International Swaps and Derivatives Association, Inc. (the “**ISDA Definitions**”) (as amended and updated as at the date specified in the relevant Final Terms) that would be determined by the Determination Agent under an interest rate swap transaction if the

Determination Agent were acting as Determination Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms.

5B.05 *Index-Linked Interest:* If the Index-Linked Interest Instruments Provisions are specified in the relevant Final Terms as being applicable, the Rate(s) of Interest applicable to the Instruments for each Interest Period will be determined in the manner specified in the relevant Final Terms.

5B.06 The Determination Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the amount of interest (the “**Interest Amount**”) payable in respect of the principal amount of the smallest or minimum denomination of such Instruments specified in the relevant Final Terms for the relevant Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to such principal amount, multiplying the product by a fraction (day count fraction) the numerator of which is the actual number of days in the Interest Period concerned and the denominator for which is 360 (or, in the case of Instruments denominated in Pounds Sterling, 365 or, when all or part of an Interest Period falls in a leap year, 366 for that proportion of the Interest Period so falling) or by such other day count fraction as may be specified in the relevant Final Terms and rounding the resulting figure to the nearest sub-unit of the currency in which such Instruments are denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards).

5C Interest — Other Rates

Instruments in relation to which this Condition 5C is specified in the relevant Final Terms as being applicable shall bear interest at the rate or rates calculated on the basis specified in, and be payable in the amounts and in the manner determined in accordance with, the relevant Final Terms.

5D Interest — Supplemental Provision

Interest Payment Date Conventions and other Calculations

5D.01 (a) Business Day Convention: The Final Terms in relation to each Series of Instruments in relation to which this Condition 5D.01 is specified as being applicable shall specify which of the following conventions shall be applicable, namely:

- (i) the “**FRN Convention**”, in which case interest shall be payable in arrear on each date (each an “**Interest Payment Date**”) which numerically corresponds to their date of issue or such other date as may be specified in the relevant Final Terms or, as the case may be, the preceding Interest Payment Date in the calendar month which is the number of months specified in the relevant Final Terms after the calendar month in which such date of issue or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred provided that:
 - (a) if there is no such numerically corresponding day in the calendar month in which an Interest Payment Date should occur, then the relevant Interest Payment Date will be the last day which is a Business Day (as defined in Condition 10C.03) in that calendar month;
 - (b) if an Interest Payment Date would otherwise fall on a day which is not a Business Day, then the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

- (c) if such date of issue or such other date as aforesaid or the preceding Interest Payment Date occurred on the last day in a calendar month which was a Business Day, then all subsequent Interest Payment Dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which such date of issue or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred;
 - (ii) the “**Modified Following Business Day Convention**”, in which case interest shall be payable in arrear on such dates (each an “**Interest Payment Date**”) as are specified in the relevant Final Terms *provided that*, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case the relevant Interest Payment Date will be the first preceding day which is a Business Day;
 - (iii) the “**Following Business Day Convention**” in which case interest shall be payable in arrear on such dates (each an “**Interest Payment Date**”) as are specified in the relevant Final Terms *provided that*, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day;
 - (iv) “**No Adjustment**” in which case the relevant date shall not be adjusted in accordance with any Business Day Convention.; or
 - (v) such other convention as may be specified in the relevant Final Terms.
- (b) “**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (“**Calculation Period**”), such day count fraction as may be specified in the Final Terms and:
- (i) if “**Actual/Actual**”, “**Actual/Actual (ISDA)**”, “**Act/Act**” or “**Act/Act (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
 - (ii) if “**Actual/365 (Fixed)**”, “**Act/365 (Fixed)**”, “**A/365 (Fixed)**” or “**A/365F**” is so specified, means the actual number of days in the Calculation Period divided by 365;
 - (iii) if “**Actual/Actual (ICMA)**” or “**Act/Act (ICMA)**” is so specified, means a fraction equal to “number of days accrued/number of days in year”, as such terms are used in Rule 251 of the statutes, by-laws, rules and recommendations of the International Capital Market Association (the “**ICMA Rule Book**”), calculated in accordance with Rule 251 of the ICMA Rule Book as applied to non US dollar denominated straight and convertible bonds issued after 31 December 1998, as though the interest coupon on a bond were being calculated for a coupon period corresponding to the Calculation Period;
 - (iv) if “**Actual/360**”, “**Act/360**” or “**A/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
 - (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (vi) if “**30E/360**” or “**Eurobond Basis**” is so specified means, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30.

- (vii) if “**30E/360 (ISDA)**” is specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Termination Date or (ii) such number would be 31, in which case D₂ will be 30.

Each period beginning on (and including) such date of issue or such other date as aforesaid and ending on (but excluding) the first Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an “**Interest Period**”.

Notification of Rates of Interest, Interest Amounts and Interest Payment Dates

5D.02 The Determination Agent will cause each Rate of Interest, floating rate, Interest Payment Date, final day of a calculation period, Interest Amount, floating amount or other item, as the case may be, determined or calculated by it to be notified to the Issuer and the Issue and Paying Agent. The Issue and Paying Agent will cause all such determination or calculations to be notified to the other Paying Agents and, in the case of Registered Instruments, the Registrar (from whose respective specified offices such information will be available) and to the Holders in accordance with Condition 15 as soon as practicable after such determination or calculation but in any event not later than the fourth London Banking Day thereafter or, if earlier, in the case of notification to any listing authority, stock exchange and/or quotation system, the time required by the rules of any such listing authority, stock exchange and/or quotation system. The Determination Agent will be entitled to amend any Interest Amount, floating amount, Interest Payment Date or final day of a calculation period (or to make appropriate alternative arrangements by way of adjustment) without prior notice in the event of the extension or abbreviation of any relevant Interest Period or calculation period and such amendment will be notified in accordance with the first two sentences of this Condition 5D.02.

5D.03 The determination by the Determination Agent of all items falling to be determined by it pursuant to these Terms and Conditions shall, in the absence of manifest error, be final and binding on all parties.

“**Determination Agent**” means the Issue and Paying Agent or such other person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms.

Accrual of Interest

5D.04 Interest shall accrue on the principal amount of each Instrument or, in the case of an Instalment Instrument, on each instalment of principal, on the paid up principal amount of such Instrument or otherwise as indicated in the Final Terms from the Interest Commencement Date. Interest will cease to accrue as from the due date for redemption therefor (or, in the case of an Instalment Instrument, in respect of each instalment of principal, on the due date for payment thereof) unless upon (except in the case of any payment where presentation and/or surrender of the relevant Instrument is not required as a precondition of payment) due presentation or surrender thereof, payment in full of the principal amount or the relevant instalment or, as the case may be, redemption amount is improperly withheld or refused or default is otherwise made in the payment thereof in which case interest shall continue to accrue thereon (as well after as before any demand or judgment) at the rate then applicable to the principal amount of the Instruments or such other rate as may be specified in the relevant Final Terms (the “**Default Rate**”) until the earlier of (i) the date on which, upon due presentation of the relevant Instrument (if required), the relevant payment is made

or (ii) (except in the case of any payment where presentation and/or surrender of the relevant Instrument is not required as a precondition of payment) the seventh day after the date on which notice is given to the Holders in accordance with Condition 15 that the Issue and Paying Agent or the Registrar (as the case may be) has received the funds required to make such payment (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

Temporary suspension to payments of Principal and Interest (Short Term Subordinated Instruments)

5D.05 In the event of a shortage in the consolidated own funds of the Guarantor (as defined in Chapter 3 of Circular 3/2008, of 22 May (*Circular 3/2008, de 22 de mayo, del Banco de España*) Santander Issuances, S.A. Unipersonal will be obliged to suspend payments of principal and interest in respect of Subordinated Instruments with a maturity of not less than two years (“**Short Term Subordinated Instruments**”). Following an increase in the consolidated own funds of the Guarantor so that there is no longer a shortage of such funds, Santander Issuances, S.A. Unipersonal must give the Bank of Spain (*Banco de España*) one month’s notice prior to payment of any interest or principal.

6. Credit Linked Instruments

If the Instruments are specified as Credit Linked Instruments in the applicable Final Terms then the provisions of this Condition 6 apply as modified by the applicable Final Terms.

(a) *Redemption of Credit Linked Instruments*

Unless previously redeemed or purchased and cancelled and subject to Conditions to Settlement being satisfied during the Notice Delivery Period, each nominal amount of Instruments equal to the lowest Specified Denomination set out in the applicable Final Terms will be redeemed by the Issuer at its Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

If Conditions to Settlement are satisfied during the Notice Delivery Period then (i) if Cash Settlement is specified in the applicable Final Terms, the provisions of Condition 6(b) shall apply or (ii) if Physical Delivery is specified in the applicable Final Terms, the provisions of Condition 6(c) shall apply.

(b) *Cash Settlement*

If Cash Settlement is specified in the applicable Final Terms and Conditions to Settlement are satisfied during the Notice Delivery Period (such date of satisfaction, the “**Credit Event Determination Date**”), the Issuer shall give notice (such notice a “**Settlement Notice**”) to the Holders in accordance with Condition 15 and redeem all but not some only of the Instruments, each nominal amount of Instruments equal to the lowest Specified Denomination being redeemed by the Issuer at the Credit Event Redemption Amount specified in, or determined in the manner specified in the applicable Final Terms in the relevant Specified Currency on the Credit Event Redemption Date.

If Conditions to Settlement are satisfied and the Instruments become redeemable in accordance with this Condition 6(b), upon payment of the Credit Event Redemption Amounts in respect of the Instruments the Issuer shall have discharged its obligations in respect of the Instruments and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the lowest Specified Denomination of an Instrument. Any shortfall shall be borne by the Holders and no liability shall attach to the Issuer or the Guarantor.

(c) *Physical Settlement*

If Physical Delivery is specified in the applicable Final Terms and Conditions to Settlement are satisfied during the Notice Delivery Period (such date of satisfaction, the “**Credit Event Determination Date**”), the Issuer shall give notice (such notice a “**Notice of Physical Settlement**”) to the Holders in accordance with Condition 15 and redeem all but not some only of the Instruments, each nominal amount of Instruments equal to the lowest Specified

Denomination being redeemed by the Issuer by Delivery of the Deliverable Obligations comprising the Asset Amount, subject to and in accordance with Conditions 6(g) and (h).

In the Notice of Physical Settlement, the Issuer shall specify the Deliverable Obligations comprising the Asset Amount that it reasonably expects to Deliver. For the avoidance of doubt, the Issuer shall be entitled to select any of the Deliverable Obligations to constitute the Asset Amount, irrespective of their market value.

If “Restructuring Maturity Limitation and Fully Transferable Obligation” is specified as applying in the applicable Final Terms and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation may be included in the Asset Amount only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the Restructuring Maturity Limitation Date.

If “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified as applying in the applicable Final Terms and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation may be included in the Asset Amount only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

If Conditions to Settlement are satisfied and the Instruments become redeemable in accordance with this Condition 6(c), upon Delivery of the Deliverable Obligations Deliverable and/or payment of the Cash Settlement Amounts, as the case may be, the Issuer shall have discharged its obligations in respect of the Instruments and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Cash Settlement Amount may be less than the Specified Denomination of an Instrument. Any shortfall shall be borne by the Holders and no liability shall attach to the Issuer or the Guarantor.

(d) *Repudiation/Moratorium Extension*

Where Repudiation/Moratorium is specified as a Credit Event in the applicable Final Terms, the provisions of this Condition 6(d) shall apply.

Where Conditions to Settlement have not been satisfied on or prior to the Scheduled Termination Date but the Repudiation/Moratorium Extension Condition has been satisfied on or prior to the Scheduled Termination Date or, if Condition 6(f)(y) applies, the Postponed Maturity Date and the Repudiation/Moratorium Evaluation Date in respect of such Potential Repudiation Moratorium will, in the sole determination of the Calculation Agent, fall after the Scheduled Termination Date, then the Calculation Agent shall notify the Holders in accordance with Condition 15 that a Potential Repudiation/Moratorium has occurred and:

- (i) where a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date:
 - (A) each nominal amount of Instruments equal to the lowest Specified Denomination will be redeemed by the Issuer at the Redemption Amount on the fifth Business Day following the Repudiation/ Moratorium Evaluation Date; and
 - (B) the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Termination Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Repudiation/ Moratorium Evaluation Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; and

- (ii) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and Conditions to Settlement are satisfied in the Notice Delivery Period, the provisions of Condition 6(b) or Condition 6(c), as applicable, shall apply to the Instruments.

The Luxembourg Stock Exchange will be notified in respect of any such postponement of the Maturity Date pursuant to this Condition 6(d).

(e) *Grace Period Extension*

If “Grace Period Extension” is specified as applying in the applicable Final Terms, the provisions of this Condition 6(e) shall apply.

Where Conditions to Settlement have not been satisfied on or prior to the Scheduled Termination Date but a Potential Failure to Pay has occurred with respect to one or more Obligation(s) in respect of which a Grace Period is applicable on or prior to the Scheduled Termination Date (and such Grace Period(s) is/are continuing as at the Scheduled Termination Date), then:

- (i) where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date:
 - (A) each nominal amount of Instruments equal to the lowest Specified Denomination will be redeemed by the Issuer at the Redemption Amount on the fifth Business Day following the Grace Period Extension Date; and
 - (B) the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Termination Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Grace Period Extension Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; and
- (ii) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and Conditions to Settlement are satisfied in the Notice Delivery Period, the provisions of Condition 6(b) or Condition 6(c), as applicable, shall apply to the Instruments.

The Luxembourg Stock Exchange will be notified in respect of such postponement of the Maturity Date pursuant to this Condition 6(e).

(f) *Maturity Date Extension*

If:

- (x) on (A) the Scheduled Termination Date or, (B), if applicable, the Repudiation/Moratorium Evaluation Date, or (C) if Grace Period Extension is specified as applying in the applicable Final Terms, the Grace Period Extension Date, as the case may be, Conditions to Settlement have not been satisfied but, in the opinion of the Calculation Agent, a Credit Event may have occurred; or
- (y) on the Scheduled Termination Date, in the opinion of the Calculation Agent a Potential Repudiation/Moratorium may have occurred,

the Calculation Agent may notify the Holders in accordance with Condition 15 that the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case maybe, has been postponed to a date (such date the “**Postponed Maturity Date**”) specified in such notice falling 14 calendar days after the Scheduled Termination Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case may be, and

where:

- (i) in the case of Condition 6(f)(x), Conditions to Settlement are not satisfied on or prior to the Postponed Maturity Date or, in the case of Condition 6(f)(y), the Repudiation/Moratorium Extension Condition is not satisfied on or prior to the Postponed Maturity Date:
 - (A) subject as provided below, each nominal amount of Instruments equal to the lowest Specified Denomination will be redeemed by the Issuer at the Redemption Amount on the fifth Business Day following the Postponed Maturity Date; and
 - (B) the Issuer shall be obliged to pay interest calculated as provided herein accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Termination Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Postponed Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or
- (ii) where:
 - (A) in the case of Condition 6(f)(x), Conditions to Settlement are satisfied on or prior to the Postponed Maturity Date, the provisions of Condition 6(b) or 6(c) as applicable shall apply to the Instruments; or
 - (B) in the case of Condition 6(f)(y), the Repudiation/Moratorium Extension Condition is satisfied on or prior to the Postponed Maturity Date, the provisions of Condition 6(d) shall apply to the Instruments.

The Luxembourg Stock Exchange will be notified in respect of any such postponement of the Maturity Date pursuant to this Condition 6(f).

(g) *Physical Delivery*

- (i) If any Note is to be redeemed by delivery of the Asset Amount(s), in order to obtain delivery of such Asset Amount(s):
 - (A) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice; and
 - (B) if such Note is in definitive form, the relevant Noteholder must deliver this Note to any Paying Agent with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, together with a duly completed Asset Transfer Notice.

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of any Paying Agent.

An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear or Clearstream, Luxembourg, as the case may be, or (ii) if such Note is in definitive form, in writing or by authenticated SWIFT message.

If this Note is in definitive form, this Note must be delivered together with the duly completed Asset Transfer Notice.

An Asset Transfer Notice must:

- (1) specify the name and address of the relevant Noteholder, the person from whom the Issuer may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount set out in the applicable Final Terms;
- (2) in the case of Instruments represented by a Global Note, specify the nominal amount of Instruments which are the subject of such notice and the number of the Noteholder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with such Instruments and irrevocably instruct and authorise Euroclear or Clearstream, Luxembourg, as the case may be, to debit the relevant Noteholder's account with such Instruments on or before the Settlement Date;
- (3) include an undertaking to pay all Delivery Expenses and, in the case of Instruments represented by a Global Note, an authority to debit a specified account of the Noteholder at Euroclear or Clearstream, Luxembourg, as the case may be, in respect thereof and to pay such Delivery Expenses;
- (4) specify an account to which any amounts payable pursuant to Condition 6(h) or any other cash amounts specified in the applicable Final Terms as being payable are to be paid; and
- (5) authorise the production of such notice in any applicable administrative or legal proceedings.

No Asset Transfer Notice may be withdrawn after receipt thereof by Euroclear or Clearstream, Luxembourg or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Instruments which are the subject of such notice.

In the case of Instruments represented by a Global Note, upon receipt of such notice, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person specified therein as the Noteholder is the holder of the specified nominal amount of Instruments according to its books.

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Terms and Conditions shall be made, in the case of Instruments represented by a Global Note, by Euroclear or Clearstream, Luxembourg, as the case may be, after consultation with the Issuer and shall be conclusive and binding on the Issuer, the Guarantor and the relevant Noteholder and, in the case of Instruments in definitive form, by the relevant Paying Agent after consultation with the Issuer or the Guarantor, as applicable, and shall be conclusive and binding on the Issuer, the Guarantor and the relevant Noteholder.

Delivery of the Asset Amount(s) in respect of each Note shall be made at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Final Terms.

If a Noteholder fails to give an Asset Transfer Notice as provided herein on or prior to the Cut-Off Date specified in the applicable Final Terms, the Issuer or the Guarantor, as the case may be, will, subject as provided above, deliver the Deliverable Obligations constituting the Asset Amount in respect of the relevant Instruments as soon as practicable after the receipt of the duly completed Asset Transfer Notice, *provided that* if, in respect of a Note, a Noteholder fails to give an Asset Transfer Notice prior to the day falling 180 calendar days after the Cut-Off Date, the obligations of the Issuer and the Guarantor in respect of such

Holders shall be discharged and neither the Issuer nor the Guarantor shall have any liability in respect thereof.

- (ii) All Delivery Expenses arising from the delivery of the Asset Amount in respect of any Holders shall be for the account of the relevant Noteholder and no delivery of any Asset Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder.

After delivery of an Asset Amount in respect of a Note and for the Intervening Period, none of the Issuer, the Guarantor, the Calculation Agent and any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of the securities or obligations included in such Asset Amount, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations included in such Asset Amount or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations included in such Asset Amount.

- (iii) In relation to each Deliverable Obligation constituting any Asset Amount, the Issuer will Deliver or procure the Delivery of the relevant Deliverable Obligation as provided below on the Settlement Date *provided that* if all or some of the Deliverable Obligations included in the Asset Amount in respect of a Note are Undeliverable Obligations and/or Hedge Disruption Obligations, then the Issuer shall continue to attempt to Deliver all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, on or before the 30th Business Day following the Settlement Date (the “**Final Delivery Date**”), *provided further that* if all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, are not Delivered by the Final Delivery Date the provisions of Condition 6(h) shall apply.

(h) *Partial Cash Settlement*

If all or a portion of the Undeliverable Obligations or Hedge Disruption Obligations comprising the Asset Amount in respect of a Note are not Delivered by the Final Delivery Date, the Issuer shall give notice (a “**Cash Settlement Notice**”) to the Holders in accordance with Condition 15 and the Issuer shall pay in respect of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, the Cash Settlement Amount on the Cash Settlement Date.

In the Cash Settlement Notice, the Issuer must give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligation, as the case may be.

Unless otherwise specified in the applicable Final Terms, for the purposes of this Condition 6(h) the following terms shall be defined as follows:

“**Cash Settlement Amount**” is deemed to be, for each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of (i) (A) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, multiplied by (B) the Final Price with respect to such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, less if applicable (C) Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Asset Amount), and (ii) zero.

“**Cash Settlement Date**” is deemed to be the date falling three Business Days after the calculation of the Final Price.

“**Indicative Quotation**” means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer’s reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates.

“**Market Value**” means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, on a Valuation Date, (i) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the same highest and lowest values (and, if more than one such Full Quotations have the same highest or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (ii) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (iii) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations; (iv) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (v) if Indicative Quotations are specified as applying in the applicable Final Terms and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and, if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded); (vi) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to paragraph (ii) of the definition of “Quotation” below, an amount as determined by the Calculation Agent on the next Business Day on which at least two Full Quotations or a Weighted Average Quotation or, if applicable, three Indicative Quotations are obtained; and (vii) if the Quotations are deemed to be zero, the Market Value shall be zero.

“**Quotation**” means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the applicable Final Terms, each Indicative Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (i) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the applicable Final Terms, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.
- (ii) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Final Terms, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the

Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

- (iii) The Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this specification or determination.
- (iv) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for purposes of determining the Final Price.

“Quotation Amount” is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligations, as the case may be.

“Quotation Method” is deemed to be Bid.

“Reference Obligation” is deemed to be each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be.

“Valuation Method” is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case “Valuation Method” is deemed to be Market.

“Valuation Time” is the time specified as such in the applicable Final Terms, or, if no time is so specified, 11:00 a.m. in the principal trading market for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be.

“Weighted Average Quotation” means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount that in aggregate are approximately equal to the Quotation Amount.

- (i) *Redemption following a Merger Event*

Where **“Merger Event”** is specified as applying in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Holders in accordance with Condition 15 and redeem each Note at the Early Redemption Amount on the Merger Event Redemption Date.

- (j) *Definitions applicable to Credit Linked Instruments*

“Accreted Amount” means, with respect to an Accreting Obligation, an amount equal to (a) the sum of (i) the original issue price of such obligation and (ii) the portion of the amount payable at maturity that has accreted in accordance with the terms of the obligation (or as otherwise described below), less (b) any cash payments made by the obligor thereunder that, under the terms of such obligation, reduce the amount payable at

maturity (unless such cash payments have been accounted for in (a)(ii) above), in each case calculated as of the earlier of (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (B) the Delivery Date or applicable Valuation Date, as the case may be. Such Accreted Amount shall include any accrued and unpaid periodic cash interest payments (as determined by the Calculation Agent in its sole and absolute discretion) only if “Include Accrued Interest” is specified as being applicable in the applicable Final Terms. If an Accreting Obligation is expressed to accrete pursuant to a straight-line method or if such Obligation’s yield to maturity is not specified in, nor implied from, the terms of such Obligation, then, for the purposes of (a)(ii) above, the Accreted Amount shall be calculated using a rate equal to the yield to maturity of such Obligation. Such yield shall be determined on a semi-annual bond equivalent basis using the original issue price of such obligation and the amount payable at the scheduled maturity of such obligation, and shall be determined as of the earlier of (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (B) the Delivery Date or applicable Valuation Date, as the case may be. The Accreted Amount shall exclude, in the case of an Exchangeable Obligation, any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.

“**Accreting Obligation**” means any obligation (including, without limitation, a Convertible Obligation or an Exchangeable Obligation), the terms of which expressly provide for an amount payable upon acceleration equal to the original issue price (whether or not equal to the face amount thereof) plus an additional amount or amounts (on account of original issue discount or other accruals of interest or principal not payable on a periodic basis) that will or may accrete, whether or not (a) payment of such additional amounts is subject to a contingency or determined by reference to a formula or index, or (b) periodic cash interest is also payable.

“**Affiliate**” means, in relation to any entity (the “**First Entity**”), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes “**control**” means ownership of a majority of the voting power of an entity.

“**Asset Amount**” means, in respect of each nominal amount of Holders equal to the lowest Specified Denomination, Deliverable Obligations, as selected by the Calculation Agent in its sole and absolute discretion, with:

- (i) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance (including accrued but unpaid interest (as determined by the Calculation Agent) if “Include Accrued Interest” is specified as applying in the applicable Final Terms, but excluding accrued but unpaid interest if “Exclude Accrued Interest” is specified as applying in the applicable Final Terms, and if neither “Include Accrued Interest” nor “Exclude Accrued Interest” is specified as applying in the applicable Final Terms, excluding accrued but unpaid interest); or
- (ii) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (i) or (ii), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to the lowest Specified Denomination less, if Unwind Costs are specified as applying in the applicable Final Terms, Deliverable Obligations with a market value determined by the Calculation Agent in its sole and absolute discretion on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date equal to Unwind Costs.

If an obligation by its terms represents or contemplates an obligation to pay an amount greater than the Outstanding Principal Balance of such obligation as of the Delivery Date

as a result of the occurrence or non-occurrence of an event or circumstance, the Outstanding Principal Balance of such obligation shall not include any additional amount that would be payable upon the occurrence or non-occurrence of such event or circumstance.

“Asset Transfer Notice” means a duly completed asset transfer notice substantially in the form set out in the Agency Agreement.

“Bankruptcy” means when a Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy, the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof or before the Scheduled Termination Date, whichever is earlier;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter or before the Scheduled Termination Date, whichever is earlier; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in clauses (a) to (g) (inclusive).

“Best Available Information” means:

- (i) in the case of a Reference Entity which files information with its primary securities regulator or primary stock exchange that includes unconsolidated, pro forma financial information which assumes that the relevant Succession Event has occurred or which provides such information to its shareholders, creditors or other persons whose approval of the Succession Event is required, that unconsolidated, pro forma financial information and, if provided subsequently to the provision of unconsolidated, pro forma financial information but before the Calculation Agent makes its determination for the purposes of the definition of “Successor”, other relevant information that is contained in any written communication provided by the Reference Entity to its primary securities regulator, primary stock exchange, shareholders, creditors or other persons whose approval of the Succession Event is required; or

- (ii) in the case of a Reference Entity which does not file with its primary securities regulators or primary stock exchange, or which does not provide to shareholders, creditors or other persons whose approval of the Succession Event is required, the information contemplated in (i) above, the best publicly available information at the disposal of the Calculation Agent to allow it to make a determination for the purposes of the definition of “Successor”.

Information which is made available more than fourteen calendar days after the legally effective date of the Succession Event shall not constitute “Best Available Information”.

“Calculation Agent City Business Day” means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the Calculation Agent City specified in the applicable Final Terms.

“Conditionally Transferable Obligation” means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of “Conditionally Transferable Obligation”.

For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of Conditionally Transferable Obligation, such determination shall be made as of the Delivery Date for the Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Issuer or the Guarantor, as the case may be.

“Conditions to Settlement” means the delivery by the Calculation Agent to the Issuer of a Credit Event Notice that is effective and if notice of Publicly Available Information is specified as applying in the applicable Final Terms, a Notice of Publicly Available Information, that is effective, in each case, during the Notice Delivery Period

“Convertible Obligation” means any obligation that is convertible, in whole or in part, into Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

“Credit Event” means the occurrence of any one or more of the Credit Events specified in the applicable Final Terms which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring, or any additional Credit Event specified in the applicable Final Terms, as determined by the Calculation Agent.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defense based upon:

- (a) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;

- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

“**Credit Event Notice**” means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Credit Event that occurred at or after 12:01 a.m. Greenwich Mean Time on the Trade Date and at or prior to 11:59 p.m., Greenwich Mean Time, on the latest of:

- (a) the Scheduled Termination Date;
- (b) where “**Grace Period Extension**” is specified as applying in the applicable Final Terms, the Grace Period Extension Date if (i) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurs after the Scheduled Termination Date; and (ii) the Potential Failure to Pay with respect to such Failure to Pay occurs at or prior to 11:59 p.m., Greenwich Mean Time, on the Scheduled Termination Date; or
- (c) the Repudiation/Moratorium Evaluation Date if:
 - (i) the Credit Event that is the subject of the Credit Event Notice is a Repudiation/Moratorium that occurs after the Scheduled Termination Date;
 - (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs at or prior to 11:59 p.m., Greenwich Mean Time, on the Scheduled Termination Date; and
 - (iii) the Repudiation/Moratorium Extension Condition is satisfied.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective. A Credit Event Notice shall be subject to the requirements regarding notices set out in Condition 6(o).

“**Credit Event Redemption Amount**” means the amount specified as such in the applicable Final Terms or if no such amount is specified in the applicable Final Terms, an amount calculated by the Calculation Agent equal to:

$$(A \times B) - C$$

where:

“A” is the lowest Specified Denomination;

“B” is the Final Price; and

“C” is Unwind Costs,

provided that in no event shall the Credit Event Amount be less than zero.

“**Credit Event Redemption Date**” means the day falling the number of Business Days specified in the applicable Final Terms after the calculation of the Final Price.

“Currency Amount” means, whenever an amount is denominated in a currency other than the Settlement Currency and is specified to be determined by reference to a Currency Amount, such amount converted to the relevant Settlement Currency using the Currency Rate.

“Currency Rate” means:

- (a) the rate determined by the Calculation Agent equal to the rate of conversion of the currency of the Deliverable Obligation into the Settlement Currency by reference to:
 - (i) if the Settlement Currency is U.S. Dollars, the Federal Reserve Bank of New York 10:00 a.m. (New York time) mid point rate as displayed on Reuters page FEDSPOT on the date that the Notice of Physical Settlement is deemed given, or in such other commercially reasonable manner as it shall determine; or
 - (ii) if the Settlement Currency is euro, the MEAN price as displayed on Reuters Page EUROFX/1 as of 12:00 p.m. (London time) on the date that the Notice of Physical Settlement is deemed given, or in such other commercially reasonable manner as it shall determine; or
- (b) if the Settlement Currency is not U.S. Dollars or euro, the rate determined by the Calculation Agent in its sole and absolute discretion in a commercially reasonable manner.

“Default Requirement” means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not specified in the applicable Final Terms, USD10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

“Deliver” means to deliver, novate, transfer (including, in the case of a Qualifying Guarantee, transfer of the benefit of the Qualifying Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Asset Amount(s) to the relevant Noteholder free and clear of any and all liens, charges, claims or encumbrances (including without limitation any counterclaim, defense (other than a counterclaim or defense based on the factors set out in (a) to (d) in the definition of *“Credit Event”* above or right of set-off by or of the Reference Entity or, as applicable, an Underlying Obligor) *provided that* if all or a portion of an Asset Amount consists of Direct Loan Participations, **“Deliver”** means to create (or procure the creation) of a participation in favour of the relevant Noteholder and to the extent that the Deliverable Obligations consist of Qualifying Guarantees, **“Deliver”** means to Deliver both the Qualifying Guarantee and Underlying Obligation. **“Delivery”** and **“Delivered”** will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

“Deliverable Obligation” means, subject as provided in Condition 6(c):

- (a) any obligation of a Reference Entity (either directly, as provider of a Qualifying Affiliate Guarantee or, if *“All Guarantees”* is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) determined pursuant to the method described in *“(A) Method for Determining Deliverable Obligations”* below (but excluding any Excluded Deliverable Obligation specified in the applicable Final Terms) that (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in paragraphs (a) to (d) of the definition of *“Credit Event”* above)) or right of set off by or of a Reference Entity or, as applicable, an Underlying Obligor, and (iii) in the case

of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;

- (b) subject to the second paragraph of the definition of “Not Contingent” in “(A) *Method for Determining Deliverable Obligations*” below, each Reference Obligation, unless specified in the applicable Final Terms as an Excluded Deliverable Obligation;
 - (c) solely in relation to a Restructuring Credit Event applicable to a Sovereign Reference Entity, any Sovereign Restructured Deliverable Obligation (but excluding any Excluded Deliverable Obligation) that (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in paragraphs (a)-(d) of the definition of “*Credit Event*” above) or right of set-off by or of a Reference Entity or, as applicable, an Underlying Obligor and (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement; and
 - (d) any Additional Deliverable Obligation of a Reference Entity specified as such in the applicable Final Terms.
- (A) **Method for Determining Deliverable Obligations.** For the purposes of this definition of “Deliverable Obligation”, the term “Deliverable Obligation” may be defined as each obligation of each Reference Entity described by the Deliverable Obligation Category specified in the applicable Final Terms, and, subject to (B)(3) below, having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, as of the Delivery Date. The following terms shall have the following meanings:
- (1) “**Deliverable Obligation Category**” means one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan (each as defined in the definition of “Obligation” below, except that, for the purpose of determining Deliverable Obligations, the definition of “Reference Obligations Only” shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligations Only)
 - (2) “**Deliverable Obligation Characteristics**” means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of “Obligation” below), Not Contingent, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer where:
 - (i) “**Not Contingent**” means any obligation having as of the Delivery Date and all times thereafter an Outstanding Principal Balance or, in the case of obligations that are not Borrowed Money, a Due and Payable Amount, that pursuant to the terms of such obligation may

not be reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). A Convertible Obligation, an Exchangeable Obligation and an Accreting Obligation shall constitute Deliverable Obligations that are Not Contingent if such Deliverable Obligation otherwise meets the requirements of the preceding sentence so long as, in the case of a Convertible Obligation or an Exchangeable Obligation, the right (A) to convert or exchange such obligation or (B) to require the issuer to purchase or redeem such obligation (if the issuer has exercised the right to pay the purchase or redemption price, in whole or in part, in Equity Securities) has not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

If a Reference Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Reference Obligation may be included as a Deliverable Obligation only if the rights referred to in clauses (A) and (B) of paragraph (i) above have not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

- (ii) “**Assignable Loan**” means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction or organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent;
- (iii) “**Consent Required Loan**” means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if a Reference Entity is guaranteeing such loan) or any agent;
- (iv) “**Direct Loan Participation**” means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Noteholder and either (A) the Issuer or the Guarantor, as the case may be, (to the extent that the Issuer or the Guarantor, as applicable, is then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);
- (v) “**Transferable**” means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, *provided that* none of the following shall be considered contractual, statutory or regulatory restrictions:
 - (a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction

having a similar effect in relation to the eligibility for resale of an obligation); or

- (b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds;
- (vi) “**Maximum Maturity**” means an obligation that has a remaining maturity from the Settlement Date of not greater than the period specified in the applicable Final Terms;
- (vii) “**Accelerated or Matured**” means an obligation under which the total amount owed, whether at maturity, by reason of acceleration, upon termination or otherwise (other than amounts in respect of default interest, indemnities, tax gross-ups and other similar amounts), is, or on or prior to the Delivery Date will be, due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and
- (viii) “**Not Bearer**” means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system.

(B) Interpretation of Provisions

- (1) If the Obligation Characteristic “Listed” is specified in the applicable Final Terms, the Final Terms shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category;
- (2) if (i) either of the Deliverable Obligation Characteristics “Listed” or “Not Bearer” is specified in the applicable Final Terms, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Deliverable Obligation Category; (ii) the Deliverable Obligation Characteristic “Transferable” is specified in the applicable Final Terms, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the selected Deliverable Obligation Category); or (iii) any of the Deliverable Obligation Characteristics “Assignable Loan”, “Consent Required Loan” or “Direct Loan Participation” is specified in the applicable Final Terms, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the selected Deliverable Obligation Category;
- (3) if any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics; and

- (4) in the event that an Obligation or a Deliverable Obligation is a Qualifying Guarantee, the following will apply:
- (i) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Qualifying Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation.
 - (ii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law. For these purposes, unless otherwise specified in the applicable Final Terms, (A) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro shall not be a Domestic Currency and (B) the laws of England and the laws of the State of New York shall not be a Domestic Law.
 - (iii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Qualifying Guarantee must satisfy on the relevant date the Obligation Characteristic or the Deliverable Obligation Characteristic of Not Subordinated, if specified in the applicable Final Terms.
 - (iv) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.
 - (v) For purposes of the application of the Obligation Characteristics of the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
 - (vi) The terms “Outstanding Principal Balance” and “Due and Payable Amount” (as they are used in these Terms and Conditions, including without limitation, the definitions of “Cash Settlement Amount” and “Quotation Amount” in Condition 6(h)), when used in connection with Qualifying Guarantees are to be interpreted to be the then “Outstanding Principal Balance” or “Due and Payable Amount”, as applicable, of the Underlying Obligation which is supported by a Qualifying Guarantee.

For the avoidance of doubt the provisions of this paragraph (B) apply in respect of the definitions of Obligation and Deliverable Obligation as the context admits.

“Delivery Date” means, with respect to a Deliverable Obligation, the date such Deliverable Obligation is Delivered.

“Delivery Expenses” means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the Delivery of the Asset Amount.

“Domestic Currency” means the currency specified as such in the applicable Final Terms and any successor currency. If no currency is specified in the applicable Final Terms, the Domestic Currency shall be the lawful currency and any successor currency of (a) the relevant Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign. In no event shall Domestic Currency include any successor currency if such successor currency is the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro (or any successor currency to any such currency).

“Downstream Affiliate” means an entity, at the date of the event giving rise to the Credit Event which is the subject of the Credit Event Notice, the Delivery Date or the time of identification of a Substitute Reference Obligation (as applicable), whose outstanding Voting Shares are more than 50 per cent. owned, directly or indirectly, by the Reference Entity “Voting Shares” shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

“Due and Payable Amount” means, subject as provided in sub-paragraph (4)(vi) of paragraph (B) (Interpretation of Provisions) in the definition of Deliverable Obligation, the amount that is due and payable under (and in accordance with the terms of) a Deliverable Obligation on the Delivery Date, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts).

“Eligible Transferee” means each of the following:

- (a) (i) *any bank or other financial institution;*
- (ii) *an insurance or reinsurance company;*
- (iii) *a mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) below); OR*
- (iv) *a registered or licensed broker or dealer (other than a natural person or : proprietorship),*

provided, however, in each case that such entity has total assets of at least U.S.\$500 million;

- (b) *an Affiliate of an entity specified in the preceding sub-paragraph (a);*
- (c) *each of a corporation, partnership, proprietorship, organisation, trust or other entity:*
 - (i) *that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (1) has total assets of at least U.S.\$100 million or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.\$100 million; or*
 - (ii) *that has total assets of at least U.S.\$500 million; or*
 - (iii) *the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraphs (a), (b), (c)(ii) or (d); or*
- (d) *a Sovereign, Sovereign Agency or Supranational Organisation.*

All references in this definition to U.S.\$ include equivalent amounts in other currencies

“Equity Securities” means:

- (a) *in the case of a Convertible Obligation, equity securities (including options and warrants) of the issuer of such obligation or depositary receipts representing equity securities of the*

issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time; and

- (b) in the case of an Exchangeable Obligation, equity securities (including options and warrants) of a person other than the issuer of such obligation or depositary receipts representing those equity securities of a person other than the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time.

“Exchangeable Obligation” means any obligation that is exchangeable, in whole or in part, for Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

“Excluded Deliverable Obligation” means any obligation of a Reference Entity specified as such or of a type described in the applicable Final Terms.

“Excluded Obligation” means any obligation of a Reference Entity specified as such or of a type described in the applicable Final Terms.

“Failure to Pay” means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

“Final Price” means the price of the Reference Obligation, expressed as a percentage, determined in accordance with the Valuation Method specified in the applicable Final Terms or, where applicable, Condition 6(k). The Calculation Agent shall as soon as practicable after obtaining all Quotations for a Valuation Date, make available for inspection by Holders at the specified office of the Agent and, for so long as the Holders are listed on the Luxembourg Stock Exchange at the office of the Paying Agent in Luxembourg (i) each such Quotation that it receives in connection with the calculation of the Final Price and (ii) a written computation showing its calculation of the Final Price.

“Full Quotation” means, in accordance with the Quotation Method each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation with an Outstanding Principal Balance equal to the Quotation Amount.

“Fully Transferable Obligation” means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered as a requirement for consent for purposes of this definition of “Fully Transferable Obligation”. For purposes of determining whether a Deliverable Obligation satisfies the requirements of this definition of “Fully Transferable Obligation”, such determination shall be made as of the Delivery Date for the relevant Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Issuer or the Guarantor, as the case may be.

“Governmental Authority” means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity.

“Grace Period” means:

- (a) subject to paragraphs (b) and (c) below, the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the later of the Trade Date and the date as of which such Obligation is issued or incurred;
- (b) if Grace Period Extension is specified as applying in the applicable Final Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Termination Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Termination Date, the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified in the applicable Final Terms, thirty calendar days; and
- (c) if, at the later of the Trade Date and the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; *provided that*, unless Grace Period Extension is specified as applying in the applicable Final Terms, such deemed Grace Period shall expire no later than the Scheduled Termination Date.

“Grace Period Business Day” means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, in the jurisdiction of the Obligation Currency.

“Grace Period Extension Date” means, if:

- (a) Grace Period Extension is specified as applying in the applicable Final Terms; and
- (b) a Potential Failure to Pay occurs on or prior to the Scheduled Termination Date, the day falling the number of days in the Grace Period after the date of such Potential Failure to pay.

“Hedge Disruption Event” means in the opinion of the Calculation Agent any event as a result of which the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations under the terms of any transaction entered into by the Issuer and/or any such Affiliate to hedge the obligations or position of the Issuer in respect of the Instruments.

“Hedge Disruption Obligation” means a Deliverable Obligation included in the Asset Amount which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

“Intervening Period” means such period of time as any person other than the relevant Noteholder shall continue to be registered as the legal owner of any securities or other obligations comprising the Asset Amount.

“Market Value” means, with respect to a Reference Obligation on a Valuation Date:

- (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotation has the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotation has the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

- (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (d) if fewer than two Full Quotations and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and
- (f) if two or more Full Quotations or a Weighted Average Quotation are not obtained on or prior to the tenth Business Day following the applicable Valuation Date the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

“Merger Event” means that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Termination Date the Guarantor or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a Reference Entity or the Guarantor, as applicable, or the Guarantor and a Reference Entity become Affiliates.

“Minimum Quotation Amount” means the amount specified as such in the applicable Final Terms (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) USD1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount.

“Modified Eligible Transferee” means any bank, financial institution or other entity which is regularly engaged in an established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

“Modified Restructuring Maturity Limitation Date” means, with respect to a Deliverable Obligation, the date that is the later of (x) the Scheduled Maturity Date and (y) 60 months following the Restructuring Date in the case of a Restructured Bond or Loan, or 30 months following the Restructuring Date in the case of all other Deliverable Obligations.

“Notice Delivery Period” means the period from and including the Trade Date to and including (a) the Scheduled Termination Date; (b) the Grace Period Extension Date if (i) “Grace Period Extension” is specified as applying in the applicable Final Terms, (ii) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurs after the Scheduled Termination Date, and (iii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Scheduled Termination Date; (c) the Repudiation/Moratorium Evaluation Date if (i) the Credit Event that is the subject of the Credit Event Notice is a Repudiation/Moratorium that occurs after the Scheduled Termination Date, (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the Scheduled Termination Date and (iii) the Repudiation/Moratorium Extension Condition is satisfied; or (d) the Postponed Maturity Date if the Maturity Date is postponed pursuant to Condition 6(f).

“Notice of Publicly Available Information” means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly

Available Information must cite Publicly Available Information confirming the occurrence of both clauses (i) and (ii) of the definition of Repudiation/Moratorium. The notice given must contain a copy or description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applying in the applicable Final Terms and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information. A Notice of Publicly Available Information shall be subject to the requirements regarding notices in Condition 6(m).

“Obligation” means:

- (a) any obligation of a Reference Entity (either directly, as a provider of a Qualifying Affiliate Guarantee or, if “All Guarantees” is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) determined pursuant to the method described in “*Method for Determining Obligations*” below (but excluding any Excluded Obligation);
- (b) each Reference Obligation specified in the applicable Final Terms, unless specified as an Excluded Obligation; and
- (c) any Additional Obligation of a Reference Entity specified as such in the applicable Final Terms.

Method for Determining Obligations. For the purposes of paragraph (a) of this definition of “Obligation”, the term “**Obligation**” may be defined as each obligation of each Reference Entity described by the Obligation Category specified in the applicable Final Terms, and having each of the Obligation Characteristics (if any) specified in the applicable Final Terms, in each case, as of the date of the event which constitutes the Credit Event which is the subject of the Credit Event Notice. The following terms shall have the following meanings:

- (A) **“Obligation Category”** means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the applicable Final Terms, where:
 - (1) **“Payment”** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;
 - (2) **“Borrowed Money”** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);
 - (3) **“Reference Obligations Only”** means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligations Only;
 - (4) **“Bond”** means any obligation of a type included in the “Borrowed Money” Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;
 - (5) **“Loan”** means any obligation of a type included in the “Borrowed Money” Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and
 - (6) **“Bond or Loan”** means any obligation that is either a Bond or a Loan.

- (B) **“Obligation Characteristics”** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the applicable Final Terms, where:
- (1) (a) **“Not Subordinated”** means an obligation that is not Subordinated to the most senior Reference Obligation in priority of payment or, if no Reference Obligation is specified in the applicable Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity. For purposes of determining whether an obligation satisfies the “Not Subordinated” Obligation Characteristic or Deliverable Obligation Characteristic, the ranking in priority of payment of each Reference Obligation shall be determined as of the later of (1) the Trade Date specified in the applicable Final Terms and (2) the date on which such Reference Obligation was issued or incurred and shall not reflect any change to such ranking in priority of payment after such later date;
 - (b) **“Subordination”** means, with respect to an obligation (the **“Subordinated Obligation”**) and another obligation of the Reference Entity to which such obligation is being compared (the **“Senior Obligation”**), a contractual, trust or other similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation or winding up of the Reference Entity, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (ii) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the Senior Obligation. “Subordinated” will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign;
 - (2) **“Specified Currency”** means an obligation that is payable in the currency or currencies specified as such in the applicable Final Terms (or, if Specified Currency is specified in the applicable Final Terms and no currency is so specified, any of the lawful currencies of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies, which currencies shall be referred to collectively in the applicable Final Terms as the **“Standard Specified Currencies”**);
 - (3) **“Not Sovereign Lender”** means any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as “Paris Club debt”;
 - (4) **“Not Domestic Currency”** means any obligation that is payable in any currency other than the Domestic Currency;
 - (5) **“Not Domestic Law”** means any obligation that is not governed by the laws of
 - (a) the relevant Reference Entity, if such Reference Entity is a Sovereign, or
 - (b) the jurisdiction of organisation of the relevant Reference Entity, if such Reference Entity is not a Sovereign;
 - (6) **“Listed”** means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and

- (7) **“Not Domestic Issuance”** means any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity.

“Obligation Acceleration” means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event or default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

“Obligation Currency” means the currency or currencies in which the Obligation is denominated.

“Obligation Default” means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

“Outstanding Principal Balance” means, subject as provided in sub-paragraph (4)(vi) of paragraph (B) (Interpretation of Provisions) in the definition of Deliverable Obligation:

- (a) with respect to any Accreting Obligation, the Accreted Amount thereof; and
- (b) with respect to any other obligation, the outstanding principal balance of such obligation,

provided that with respect to any Exchangeable Obligation that is not an Accreting Obligation, “Outstanding Principal Balance” shall exclude any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.

“Payment Requirement” means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not specified in the applicable Final Terms, USD1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

“Permitted Currency” means (i) the legal tender of any Group of 7 country (or any country that becomes a member of the Group of 7 if such Group of 7 expands its membership), or (ii) the legal tender of any country which, as of the date of such change, is a member of the Organisation for Economic Co-operation and Development and has a local currency long term debt rating of either AAA or higher assigned to it by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. or any successor to the rating business thereof, Aaa or higher assigned to it by Moody’s Investors Service, Inc. or any successor to the rating business thereof or AAA or higher assigned to it by Fitch Ratings or any successor to the rating business thereof.

“Physical Settlement Period” means the number of Business Days specified as such in the applicable Final Terms or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Asset Amount, the longest number of Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent.

“Potential Failure to Pay” means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

“Potential Repudiation/Moratorium” means the occurrence of an event described in paragraph (i) of the definition of Repudiation/Moratorium.

“Publicly Available Information” means:

- (a) information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice has occurred and which:
 - (i) has been published in or not less than the Specified Number of Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information *provided that*, if either the Calculation Agent or the Issuer, the Guarantor or any of their respective Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless either the Calculation Agent or the Issuer, the Guarantor or any of their Affiliates is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent for an Obligation;
 - (ii) is information received from or published by (A) a Reference Entity or, as the case may be, a Sovereign Agency in respect of a Reference Entity which is a Sovereign or (B) a trustee, fiscal agent, administrative agent, clearing agent or paying agent for an Obligation; or
 - (iii) is information contained in any petition or filing instituting a proceeding described in paragraph (d) of the definition of Bankruptcy against or by a Reference Entity; or
 - (iv) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.
- (b) In the event that the Calculation Agent is (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent for an Obligation and (ii) a holder of the Obligation with respect to which a Credit Event has occurred, the Calculation Agent shall be required to deliver to the Issuer a certificate signed by a Managing Director (or other substantially equivalent title) of the Calculation Agent, which shall certify the occurrence of a Credit Event with respect to a Reference Entity.
- (c) In relation to any information of the type described in paragraphs (a) (ii), (iii) and (iv) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the entity disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to third parties.
- (d) Publicly Available Information need not state:
 - (i) in relation to the definition of “Downstream Affiliate”, the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity; and
 - (ii) that such occurrence:
 - (A) has met the Payment Requirement or Default Requirement;

- (B) is the result of exceeding any applicable Grace Period; or
- (C) has met the subjective criteria specified in certain Credit Events.

“Public Source” means each source of Publicly Available Information specified as such in the applicable Final Terms (or if a source is not specified in the applicable Final Terms, each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

“Qualifying Affiliate Guarantee” means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

“Qualifying Guarantee” means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation (the **“Underlying Obligation”**) for which another party is the obligor (the **“Underlying Obligor”**) and that is not at the time of the Credit Event Subordinated to any unsubordinated Borrowed Money obligation of the Underlying Obligor (with references in the definition of Subordination to the Reference Entity deemed to refer to the Underlying Obligor). Qualifying Guarantees shall exclude any arrangement structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement. The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.

“Qualifying Participation Seller” means any participation seller that meets the requirements specified in the applicable Final Terms. If no such requirements are specified, there shall be no Qualifying Participation Seller.

“Quotation” means each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.
- (b) (i) If “Include Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall include accrued but unpaid interest;

- (ii) if “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall not include accrued but unpaid interest; and
 - (iii) if neither “Include Accrued Interest” nor “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, the Calculation Agent shall determine based on then current market practice in the market of the Reference Obligation, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this specification or determination.
- (c) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for the purposes of determining the Final Price.

“Quotation Amount” means the amount specified as such in the applicable Final Terms (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is specified in the applicable Final Terms, the Aggregate Nominal Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

“Quotation Dealer” means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained including each Quotation Dealer specified in the applicable Final Terms. If no Quotation Dealers are specified in the applicable Final Terms, the Calculation Agent shall select the Quotation Dealers in its sole and absolute discretion. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s).

“Quotation Method” means the applicable Quotation Method specified in the applicable Final Terms by reference to one of the following terms:

- (a) **“Bid”** means that only bid quotations shall be requested from Quotation Dealers;
- (b) **“Offer”** means that only offer quotations shall be requested from Quotation Dealers; or
- (c) **“Mid-market”** means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for purposes of determining a relevant Quotation Dealer’s quotation.

If a Quotation Method is not specified in the applicable Final Terms, Bid shall apply.

“Reference Entity” means the entity or entities specified as such in the applicable Final Terms Any Successor to a Reference Entity identified pursuant to the definition of “Successor” in this Condition 6(j) shall be the Reference Entity for the purposes of the relevant Series.

“Reference Obligation” means each obligation specified or of a type described as such in the applicable Final Terms (if any are so specified or described) and any Substitute Reference Obligation.

“Relevant Obligations” means the Obligations constituting Bonds and Loans of the Reference Entity outstanding immediately prior to the effective date of the Succession Event, excluding any debt obligations outstanding between the Reference Entity and any of its Affiliates, as determined by the Calculation Agent. The Calculation Agent will determine the entity which succeeds to such Relevant Obligations on the basis of the Best Available Information. If the date on which the Best Available Information becomes

available or is filed precedes the legally effective date of the relevant Succession Event, any assumptions as to the allocation of obligations between or among entities contained in the Best Available Information will be deemed to have been fulfilled as of the legally effective date of the Succession Event, whether or not this is in fact the case.

“Representative Amount” means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

“Repudiation/Moratorium” means the occurrence of both of the following events:

- (i) an authorised officer of a Reference Entity or a Governmental Authority:
 - (x) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
 - (y) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (ii) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

“Repudiation/Moratorium Evaluation Date” means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date, (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date), and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

“Repudiation/Moratorium Extension Condition” means the delivery of a Repudiation/Moratorium Extension Notice and, if specified as applicable in the applicable Final Terms, Notice of Publicly Available Information by the Calculation Agent to the Issuer that is effective during the period from and including the Trade Date to and including the Scheduled Termination Date or, if Condition 6(f)(y) applies, the Postponed Maturity Date.

“Repudiation/Moratorium Extension Notice” means an irrevocable notice (which may be by telephone) from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Potential Repudiation/Moratorium that occurred on or after the Trade Date and on or prior to the Scheduled Termination Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

“Restructuring” means, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between a Reference Entity or a Governmental Authority and a sufficient number of holders of the Obligation to bind all the holders of such Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, and such event is not expressly provided for under the

terms of such Obligation in effect as of the later of the Trade Date and the date as of which such Obligation is issued or incurred:

- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;
- (ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
- (iii) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest or (ii) the payment of principal or premium;
- (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
- (v) any change in the currency or composition of any payment of interest or principal to any currency which is not a Permitted Currency.

Notwithstanding the above provisions, none of the following shall constitute a Restructuring:

- (a) the payment in euro of interest or principal in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
- (b) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
- (c) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.

For purposes of the definition of Restructuring and Condition 6(l), the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if “All Guarantees” is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in the definition of Restructuring and the definition of Subordination shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in the second paragraph of this definition of Restructuring shall continue to refer to the Reference Entity.

“Restructured Bond or Loan” means an Obligation which is a Bond or Loan and in respect of which the Restructuring that is the subject of a Credit Event Notice has occurred.

“Restructuring Date” means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

“Restructuring Maturity Limitation Date” means the date that is the earlier of (x) thirty months following the Restructuring Date and (y) the latest final maturity date of any Restructured Bond or Loan, provided, however, that under no circumstances shall the Restructuring Maturity Limitation Date be earlier than the Scheduled Termination Date or later than thirty months following the Scheduled Termination Date and if it is, it shall be deemed to be the Scheduled Termination Date or thirty months following the Scheduled Termination Date, as the case may be.

“**Settlement Currency**” means the currency specified as such in the applicable Final Terms, or if no currency is specified in the applicable Final Terms, the Specified Currency of the Holders.

“**Settlement Date**” means the last day of the longest Physical Settlement Period following the satisfaction of Conditions to Settlement (the “**Scheduled Settlement Date**”) *provided that* if a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Settlement Date, the Settlement Date shall be the earlier of (i) the second Business Day following the date on which no Hedge Disruption Event subsists and (ii) the day falling 60 Business Days following the Scheduled Settlement Date.

“**Sovereign**” means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including without limiting the foregoing, the central bank) thereof.

“**Sovereign Agency**” means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

“**Sovereign Restructured Deliverable Obligation**” means an Obligation of a Sovereign Reference Entity (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred and (b) described by the Deliverable Obligation Category specified in the applicable Final Terms, and, subject to paragraph (3) of “(B) Interpretation of Provisions” in the definition of “Deliverable Obligation”, having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Deliverable Obligation Category or Deliverable Obligation Characteristics after such Restructuring.

“**Specified Number**” means the number of Public Source(s) specified in the applicable Final Terms, or if no number is specified in the applicable Final Terms, two.

“**Substitute Reference Obligation**” means one or more obligations of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if “All Guarantees” is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) that will replace one or more Reference Obligations in respect of such Reference Entity, identified by the Calculation Agent in accordance with the following procedures:

(a) In the event that:

- (i) a Reference Obligation in respect of such Reference Entity is redeemed in whole; or
- (ii) in the opinion of the Calculation Agent (A) the aggregate amounts due under any Reference Obligation in respect of such Reference Entity have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments), (B) any Reference Obligation in respect of such Reference Entity is an Underlying Obligation with a Qualifying Guarantee of a Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee is no longer a valid and binding obligation of such Reference Entity enforceable in accordance with its terms, or (C) for any other reason, other than due to the existence or occurrence of a Credit Event, any Reference Obligation in respect of a Reference Entity is no longer an obligation of such Reference Entity,

the Calculation Agent shall identify one or more Obligations to replace such Reference Obligation in respect of a Reference Entity.

- (b) Any Substitute Reference Obligation or Substitute Reference Obligations shall be an Obligation that (1) ranks *pari passu* (or, if no such Obligation exists, then, at the option of the Issuer an Obligation that ranks senior) in priority of payment with such Reference Obligation (with the ranking in priority of payment of such Reference Obligation being determined as of the later of (A) the Trade Date and (B) the date on which such Reference Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such later date), (2) preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent of the delivery and payment obligations of the Issuer, and (3) is an obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if “All Guarantees” is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee). The Substitute Reference Obligation or Substitute Reference Obligations identified by the Calculation Agent shall, without further action, replace such Reference Obligation or Reference Obligations.
- (c) If more than one specific Reference Obligation is identified as a Reference Obligation in respect of a Reference Entity, in relation to a Series, any of the events set forth in paragraph (a) above has occurred with respect to one or more but not all such Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for one or more of such Reference Obligations, each such Reference Obligation for which no Substitute Reference Obligation is available shall cease to be a Reference Obligation.
- (d) If more than one specific Reference Obligation is identified as a Reference Obligation in respect of a Reference Entity in relation to a Series, any of the events set forth in paragraph (a) above has occurred with respect to all such Reference Obligations, and the Calculation Agent determines that at least one Substitute Reference Obligation is available for any such Reference Obligation, then each such Reference Obligation shall be replaced by a Substitute Reference Obligation and each Reference Obligation for which no Substitute Reference Obligation is available will cease to be a Reference Obligation.
- (e) If:
 - (i) more than one specific Reference Obligation is identified as a Reference Obligation in respect of a Reference Entity in relation to a Series, any of the events set forth in paragraph (a) above has occurred with respect to all such Reference Obligations and the Calculation Agent determines that no Substitute Reference Obligation is available for any of such Reference Obligations; or
 - (ii) only one specific Reference Obligation is identified as a Reference Obligation in respect of a Reference Entity in relation to a Series, any of the events set forth in paragraph (a) above has occurred with respect to such Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for that Reference Obligation, then the Calculation Agent shall continue to attempt to identify a Substitute Reference Obligation until the later of (A) the Scheduled Termination Date, (B) the Grace Period Extension Date (if any) and (C) the Repudiation/Moratorium Evaluation Date (if any). If (i) either Cash Settlement is specified in the applicable Final Terms and the Credit Event Redemption Amount is determined by reference to a Reference Obligation or Physical Delivery is specified in the applicable Final Terms and the Reference Obligation is the only Deliverable Obligation and (ii) on or prior to the later of (A) the Scheduled Termination Date, (B) the Grace Period Extension Date or (C) the Repudiation/Moratorium Evaluation Date, a Substitute Reference Obligation has not been identified, the obligations of the Issuer under the Holders shall cease as of the later of (A) the Scheduled Termination Date, (B) the Grace Period Extension Date or (C) the Repudiation/Moratorium Evaluation Date.

- (f) For the purposes of identification of a Reference Obligation, any change in the Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, convert such Reference Obligation into a different Obligation.

“Succession Event” means an event such as a merger, de-merger, consolidation, amalgamation, transfer of assets or liabilities, spin off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement. Notwithstanding the foregoing, “Succession Event” shall not include an event in which the holders of obligations of the Reference Entity exchange such obligations for the obligations of another entity, unless such exchange occurs in connection with a merger, demerger, consolidation, amalgamation, transfer of assets or liabilities, spin-off or other similar event.

“Successor” means:

- (a) in relation to a Reference Entity that is not a Sovereign, the entity or entities, if any, determined as set forth below:
- (i) if one entity directly or indirectly succeeds to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity by way of a Succession Event, that entity will be the sole Successor;
 - (ii) if only one entity directly or indirectly succeeds to more than twenty-five per cent., (but less than seventy-five per cent.) of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor;
 - (iii) if more than one entity each directly or indirectly succeed to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor and these Terms and Conditions and or the applicable Final Terms will be adjusted as provided below;
 - (iv) if one or more entity each directly or indirectly succeed to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and these Terms and Conditions and/or the applicable Final Terms will be adjusted as provided below;
 - (v) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist there will be no Successor and the Reference Entity will not be changed in any way as a result of the Succession Event;
 - (vi) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations (or, if two or more entities succeed to an equal percentage of Relevant Obligations, the entity from among those entities which succeeds to the greatest percentage of obligations of the Reference Entity) will be the sole Successor; and

- (b) in relation to a Sovereign Reference Entity, any direct or indirect successor(s) to that Reference Entity irrespective of whether such successor(s) assumes any of the obligations of such Reference Entity.

In the case of (a) above, the Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than fourteen calendar days after the legally effective date of the Succession Event), and with effect from the legally effective date of the Succession Event, whether the relevant thresholds set forth above have been met, or which entity qualifies under (a)(vi) above, as applicable. In calculating the percentages used to determine whether the relevant thresholds set forth above have been met, or which entity qualifies under (a)(vi) above, as applicable, the Calculation Agent shall use, in respect of each applicable Relevant Obligation included in such calculation, the amount of the liability in respect of such Relevant Obligation listed in the Best Available Information and shall, as soon as practicable after such calculation, make such calculation available for inspection by Noteholder(s) at the specified office of the Agent and, for so long as the Holders are listed on the Luxembourg Stock Exchange, at the office of the Paying Agent in Luxembourg.

Where pursuant to paragraph (a)(iii) or (a)(iv) above, more than one Successor has been identified, the Calculation Agent shall adjust such of these Terms and Conditions and/or the applicable Final Terms as it in its sole and absolute discretion acting in a commercially reasonable manner shall determine to be appropriate to reflect that the relevant Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment. The Calculation Agent shall be deemed to be acting in a commercially reasonable manner if it adjusts such of these Terms and Conditions and/or the applicable Final Terms in such a manner as to reflect the adjustment to and/or division of any credit derivative transaction(s) related to or underlying the Holders under the provisions of the 2003 ISDA Credit Derivatives Definitions.

Upon the Calculation Agent making such adjustment, the Issuer shall give notice as soon as practicable to Holders in accordance with Condition 15, stating the adjustment to these Terms and Conditions and/or the applicable Final Terms and giving brief details of the relevant Succession Event.

For the purposes of this definition of “Successor”, “succeed” means, with respect to a Reference Entity and its Relevant Obligations (or, as applicable, obligations), that a party other than such Reference Entity (i) assumes or becomes liable for such Relevant Obligations (or, as applicable, obligations) whether by operation of law or pursuant to any agreement or (ii) issues Bonds that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case such Reference Entity is no longer an obligor (primarily or secondarily) or guarantor with respect to such Relevant Obligations (or, as applicable, obligations). The determinations required pursuant to paragraph (a) of this definition of “Successor” shall be made, in the case of an exchange offer, on the basis of the Outstanding Principal Balance of Relevant Obligations tendered in the exchange and not on the basis of the Outstanding Principal Balance of Bonds for which Relevant Obligations have been exchanged.

Where:

- (A) a Reference Obligation is specified in the applicable Final Terms; and
- (B) one or more Successors to the Reference Entity have been identified; and
- (C) any one or more such Successors have not assumed the Reference Obligation,

a Substitute Reference Obligation will be determined in accordance with the definition of “Substitute Reference Obligation” above.

“Supranational Organisation” means any entity or organisation established by treaty or other arrangement between two or more Sovereigns or the Sovereign Agencies of two or more Sovereigns, and includes, without limiting, the foregoing, the International Monetary

Fund, European Central Bank, International Bank for Reconstruction and Development and the European Bank for Reconstruction and Development.

“Trade Date” means the date specified as such in the applicable Final Terms.

“Undeliverable Obligation” means a Deliverable Obligation included in the Asset Amount which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is impossible or illegal to Deliver on the Settlement Date

“Unwind Costs” means the amount specified in the applicable Final Terms or if “Standard Unwind Costs” are specified in the applicable Final Terms, an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption of the Holders and the related termination settlement or re-establishment of any hedge or related trading position, such amount to be apportioned pro rata amongst each nominal amount of Holders in the lowest Specified Denomination.

“Valuation Date” means (a) where Physical Delivery is specified as applying in the applicable Final Terms, the day falling three Business Days after the Final Delivery Date, or (b) where Cash Settlement is specified as applying in the applicable Final Terms, if “Single Valuation Date” is specified in the applicable Final Terms, the date that is the number of Business Days specified in the Final Terms after the Credit Event Determination Date or, if the number of Business Days is not so specified, five Business Days after the Credit Event Determination Date, and if “Multiple Valuation Dates” is specified in the applicable Final Terms, each of the following dates:

- (i) the date that is the number of Business Days specified in the applicable Final Terms after the Credit Event Determination Date (or, if the number of Business Days is not specified, five Business Days); and
- (ii) each successive date that is the number of Business Days specified in the applicable Final Terms (or if the number of Business Days is not so specified, five Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When “Multiple Valuation Dates” is specified in the applicable Final Terms, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Final Terms (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the applicable Final Terms, Single Valuation Date shall apply.

“Valuation Method”:

- (a) The following Valuation Methods may be specified in the applicable Final Terms for a Series with only one Reference Obligation and only one Valuation Date:
 - (i) **“Market”** means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or
 - (ii) **“Highest”** means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Highest.

- (b) The following Valuation Methods may be specified in the applicable Final Terms for a Series with only one Reference Obligation and more than one Valuation Date:

- (i) “**Average Market**” means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or
- (ii) “**Highest**” means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or
- (iii) “**Average Highest**” means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Average Highest.

- (c) The following Valuation Methods may be specified in the applicable Final Terms for a Series with more than one Reference Obligation and only one Valuation Date:
 - (i) “**Blended Market**” means the unweighted arithmetic mean of the Market Value for each Reference Obligation determined by the Calculation Agent with respect to the Valuation Date; or
 - (ii) “**Blended Highest**” means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent for each Reference Obligation with respect to the Valuation Date.

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Blended Highest.

- (d) The following Valuation Methods may be specified in the applicable Final Terms for a Series with more than one Reference Obligation and more than one Valuation Date:
 - (i) “**Average Blended Market**” means, using values with respect to each Valuation Date determined by the Calculation Agent in accordance with the Blended Market Valuation Method, the unweighted arithmetic mean of the values so determined with respect to each Valuation Date; or
 - (ii) “**Average Blended Highest**” means, using values with respect to each Valuation Date determined by the Calculation Agent in accordance with the Blended Highest Valuation Method, the unweighted arithmetic mean of the values so determined with respect to each Valuation Date.

If no such Valuation Method is specified in the applicable Final Terms, the Valuation Method shall be Average Blended Highest.

- (e) Notwithstanding paragraphs (a) to (d) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Valuation Method shall be Market, Average Market, Blended Market or Average Blended Market, as the case may be.

“**Valuation Time**” means the time specified as such in the applicable Final Terms or, if no time is so specified, 11:00 a.m. in the principal trading market for the Reference Obligation.

“**Weighted Average Quotation**” means in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount (but, if a Minimum Quotation Amount is specified in the applicable Final Terms, of a size equal to the Minimum Quotation Amount or, if quotations of a size equal to the Minimum Quotation Amount are not available, quotations as near in size as practicable to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

(k) *Credit Event Notice after Restructuring Credit Event*

If Condition 6(k) is specified as applicable in the applicable Final Terms, then, notwithstanding anything to the contrary in these Terms and Conditions, upon the occurrence of a Restructuring Credit Event during the Notice Delivery Period:

- (a) the Calculation Agent may deliver a Credit Event Notice in respect of an amount (the “**Partial Redemption Amount**”) that is less than the principal amount outstanding of each Note immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 6 shall be deemed to apply to the Partial Redemption Amount only and each such Note shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount).
- (b) For the avoidance of doubt (i) the principal amount of each such Note not so redeemed in part shall remain outstanding and interest shall accrue on the principal amount outstanding of such Note as provided in Condition 5 (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate), (ii) the provisions of Condition 6 shall apply to such principal amount outstanding of such Note in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the Restructuring Credit Event and (iii) once a Credit Event Notice with respect to a Restructuring Credit Event has been delivered in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the Restructuring Credit Event.
- (c) If the provisions of this Condition 6(k) apply in respect of the Holders, on redemption of part of each such Note the relevant Note or, if the Holders are represented by a Global Note, such Global Note, shall be endorsed to reflect such part redemption.

(l) *Provisions relating to Multiple Holder Obligation*

If Condition 6(l) is specified as applicable in the applicable Final Terms, notwithstanding anything to the contrary in the definition of Restructuring and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in subparagraphs (i) to (v) of the definition of “Restructuring” shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

“**Multiple Holder Obligation**” means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event.

(m) *Provisions taken from the ISDA supplement titled “Additional Provisions — Monoline Insurer as Reference Entity (May 2003)”*

If Condition 6(m) is specified as applicable in the applicable Final Terms, the following provisions will apply:

- (a) **Obligation and Deliverable Obligation.** Paragraph (a) of the definition of “Obligation” in Condition 6(j) and paragraph (a) of the definition of “Deliverable Obligation” in Condition 6(j) are hereby amended by adding “or Qualifying Policy” after “or as provider of a Qualifying Affiliate Guarantee”
- (b) **Interpretation of Provisions.** In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, paragraph (B) of the definition of “Deliverable Obligation” in Condition 6(j) will apply, with references to the Qualifying Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

- (i) the Obligation Category Borrowed Money and the Obligation Category and Deliverable Obligation Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms “obligation” and “obligor” as used in this Condition 6 in respect of such an Insured Instrument shall be construed accordingly;
 - (ii) references in the definitions of Assignable Loan and Consent Required Loan to “the guarantor” and “guaranteeing” shall be deemed to include “the insurer” and “insuring”, respectively;
 - (iii) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the applicable Final Terms;
 - (iv) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the applicable Final Terms and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument; and
 - (v) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term “**Outstanding Principal Balance**” shall mean the outstanding Certificate Balance and “**maturity**”, as such term is used in the Maximum Maturity Deliverable Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.
- (c) Not Contingent. An Insured Instrument will not be regarded as failing to satisfy the Not Contingent Deliverable Obligation Characteristic solely because such Insured Instrument is subject to provisions limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument, *provided that* such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction. By specifying that this Condition 6(m) is applicable, no inference should be made as to the interpretation of the “Not Contingent” Deliverable Obligation Characteristic in the context of limited recourse or similar terms applicable to Deliverable Obligations other than Qualifying Policies.
- (d) Deliver. For the purposes of the definition of “Deliver” in Condition 6(j), “Deliver” with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and “Delivery” and “Delivered” will be construed accordingly.
- (e) Provisions for Determining a Successor. The paragraph commencing “For the purposes of this definition of “Successor”” in the definition of “Successor” in Condition 6(j) is hereby amended by adding “or insurer” after “or guarantor”.
- (f) Substitute Reference Obligation. The first paragraph of the definition of “Substitute Reference Obligation” and paragraph (b) thereof in Condition 6(j) is hereby amended by adding “or Qualifying Policy” after “or as provider of a Qualifying Affiliate Guarantee”. For purposes of sub-paragraph (a)(ii)(B) the definition of “Substitute Reference Obligation” references to “the Qualifying Guarantee” and the

“Underlying Obligation” shall be deemed to include “the Qualifying Policy” and “the Insured Instrument”, respectively.

- (g) Other Provisions. For purposes of sub-paragraph (a)(ii) of the definition of “Deliverable Obligation” and the definitions of “Credit Event” and “Deliver” in Condition 6(j) references to “the Underlying Obligation” and “the Underlying Obligor” shall be deemed to include “Insured Instruments” and the “Insured Obligor”, respectively.

- (h) Additional Definitions.

“**Qualifying Policy**” means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in this Condition 6(m)) (the “**Insured Instrument**”) for which another party (including a special purpose entity or trust) is the obligor (the “**Insured Obligor**”). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of instrument Payments). The benefit of a Qualifying Policy must be capable of being Delivered together with the Delivery of the Insured Instrument.

“**Instrument Payments**” means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in Condition 6(m)(c) above and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

“**Certificate Balance**” means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

- (n) *Supplement to provisions relating to Qualifying Guarantee and Underlying Obligation*

- (a) If this Condition 6(n) is specified as applicable in the applicable Final Terms, Condition 6(j) shall be amended by:

- (i) the deletion of the definition of “Downstream Affiliate” and the substitution of the following therefor:

“**Downstream Affiliate**” means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50% owned, directly or indirectly, by the Reference Entity”;

- (ii) the deletion of paragraphs (B)(4)(ii) and (B)(4)(iii) of the definition of “Deliverable Obligation”, the substitution of the following therefor and the re-numbering of the remaining paragraphs accordingly:

“(ii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the

following list: Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law. For these purposes, unless otherwise specified in the applicable Final Terms, (A) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro shall not be a Domestic Currency and (B) the laws of England and the laws of the State of New York shall not be a Domestic Law”; and

- (iii) the deletion of the definition of “Qualifying Guarantee” and the substitution of the following therefor;

“**Qualifying Guarantee**” means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation (the “**Underlying Obligation**”) for which another party is the obligor (the “**Underlying Obligor**”) Qualifying Guarantees shall exclude any arrangement (i) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement or (ii) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced or otherwise altered or assigned (other than by operation law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation”; and

- (b) Condition 6(l) shall be amended by the insertion of the following at the end of the first paragraph thereof:

“*provided that* any Obligation that is a Bond shall be deemed to satisfy the requirement in (ii) of the definition of “*Multiple Holder Obligation*” below”.

- (o) *Calculation Agent and Calculation Agent Notices*

Whenever the Calculation Agent is required to act or exercise judgment, it will do so in good faith and in a commercially reasonable manner. The Calculation Agent shall, as soon as practicable after making any determination pursuant to this Condition 6, notify the Issuer, the Guarantor and the Holders of such determination. The Calculation Agent is not acting as a fiduciary for or as an advisor to the Holders in respect of its duties as Calculation Agent in connection with any Holders.

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to this Condition 6 shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor and the Holders. In performing its duties pursuant to the Holders, the Calculation Agent shall act in its sole and absolute discretion. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Holders, including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer and the Guarantor shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

In relation to the delivery by the Calculation Agent to the Issuer or the Guarantor, as applicable, of any notice pursuant to this Condition 6, a notice delivered on or prior to 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day will be effective on such Calculation Agent City Business Day. A notice delivered after 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day or on a day which is not a Calculation Agent City Business Day will be deemed effective on the next following Calculation Agent City Business Day, regardless of the form in which it is

delivered. For purposes of the two preceding sentences, a notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation will be executed and delivered confirming the substance of that notice within one Calculation Agent City Business Day of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

7. Redemption and Purchase

Redemption at Maturity

7.01 Unless previously redeemed, or purchased and cancelled, each Instrument shall be redeemed at its maturity redemption amount (the “**Maturity Redemption Amount**”) (which shall be its principal amount or such other Maturity Redemption Amount as may be specified in or determined in accordance with the relevant Final Terms) (or, in the case of Instalment Instruments, in such number of instalments and in such amounts as may be specified in the relevant Final Terms) on the date or dates (or, in the case of Instruments which bear interest at a floating rate of interest, on the date or dates upon which interest is payable) specified in the relevant Final Terms. Subordinated Instruments (other than Short Term Subordinated Instruments) qualifying as regulatory capital (*recursos propios*) in accordance with Banco de España requirements will have a maturity of not less than five years or as otherwise permitted by Banco de España. Short Term Subordinated Instruments will have a maturity of not less than two years or as otherwise permitted by Banco de España.

Early Redemption for Taxation Reasons

7.02 If, in relation to any Series of Instruments, (i) as a result of any change in the laws or regulations of Spain or in either case of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which becomes effective on or after the date of issue of such Instruments or any earlier date specified in the relevant Final Terms, the relevant Issuer (or, if either the Senior Guarantee or the Subordinated Guarantee was called, the Guarantor) would be required to pay additional amounts as provided in Condition 9 and (ii) such circumstances are evidenced by the delivery by the relevant Issuer or (as the case may be) the Guarantor to the Issue and Paying Agent of a certificate signed by two directors of the relevant Issuer or (as the case may be) the Guarantor stating that the said circumstances prevail and describing the facts leading thereto, an opinion of independent legal advisers of recognised standing to the effect that such circumstances prevail and, in the case of Subordinated Instruments qualifying as regulatory capital (*recursos propios*), a copy of the Banco de España consent to the redemption, the relevant Issuer may, at its option and having given no less than thirty nor more than sixty days’ notice (ending, in the case of Instruments which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of the Instruments in accordance with Condition 15 (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Instruments (in the case of Subordinated Instruments qualifying as regulatory capital (*recursos propios*) in accordance with the requirements of Banco de España) comprising the relevant Series at their early tax redemption amount (the “**Early Redemption Amount (Tax)**”) (which shall be their principal amount or at such other Early Redemption Amount (Tax) as may be specified in or determined in accordance with the relevant Final Terms) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable in respect of such Instrument prior to the date fixed for redemption under any other Condition (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) thereon *provided, however*, that (i) no such notice of redemption may be given earlier than 90 days (or, in the case of Instruments which bear interest at a floating rate a number of days which is equal to the aggregate of the number of days falling within the then current interest period applicable to the Instruments plus 60 days) prior to the earliest date on which the relevant Issuer or (as the case may be) the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Instruments then due and (ii) in the case of Subordinated Instruments qualifying as regulatory capital (*recursos propios*), that the Banco de España consents to redemption of the Subordinated Instruments.

In the case of Subordinated Instruments qualifying as regulatory capital (*recursos propios*), redemption for taxation reasons is subject to the prior consent of Banco de España and may not take place within a period of five years (or, in the case of Short Term Subordinated Instruments, two years) from their date of issue or as otherwise permitted by Banco de España.

Optional Early Redemption (Call)

7.03 If this Condition 7.03 is specified in the relevant Final Terms as being applicable, then the relevant Issuer may, upon the expiry of the appropriate notice and subject to such conditions as may be specified in the relevant Final Terms (and subject, in the case of Subordinated Instruments qualifying as regulatory capital (*recursos propios*), in accordance with the requirements of Banco de España, to the prior consent of Banco de España) redeem all (but not, unless and to the extent that the relevant Final Terms specifies otherwise, some only) of the Instruments of the relevant Series at their call early redemption amount (the “**Early Redemption Amount (Call)**”) (which shall be their principal amount or such other Early Redemption Amount (Call) as may be specified in or determined in accordance with the relevant Final Terms) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable under any other Condition (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) thereon.

In the case of Subordinated Instruments qualifying as regulatory capital (*recursos propios*), redemption at the option of the relevant Issuer is subject to the prior consent of Banco de España and may not take place within a period of five years (or, in the case of Short Term Subordinated Instruments, two years) from their date of issue or as otherwise permitted by Banco de España.

7.04 The appropriate notice referred to in Condition 7.03 is a notice given by the relevant Issuer to the Issue and Paying Agent, the Registrar (in the case of Registered Instruments) and the Holders of the Instruments of the relevant Series, which notice shall be signed by two duly authorised officers of the Issuer and shall specify:

- the Series of Instruments subject to redemption;
- whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Instruments of the relevant Series which are to be redeemed;
- the due date for such redemption which shall be a Business Day, which shall be not less than thirty days (or such lesser period as may be specified in the relevant Final Terms) after the date on which such notice is validly given and which is, in the case of Instruments which bear interest at a floating rate, a date upon which interest is payable; and
- the Early Redemption Amount (Call) at which such Instruments are to be redeemed.

Any such notice shall be irrevocable, and the delivery thereof shall oblige the relevant Issuer to make the redemption therein specified.

Partial Redemption

7.05 If the Instruments of a Series are to be redeemed in part only on any date in accordance with Condition 7.03:

- in the case of Bearer Instruments, the Instruments to be redeemed shall be drawn by lot, with the intervention of the relevant Commissioner and before a Notary Public who will take the minutes, in such European city as the Issue and Paying Agent may specify, or identified in such other manner or in such other place as the Issue and Paying Agent may approve and deem appropriate and fair; and
- in the case of Registered Instruments, the Instruments shall be redeemed (so far as may be practicable) pro rata to their principal amounts, subject always as aforesaid and provided always that the amount redeemed in respect of each Instrument shall be equal to the minimum denomination thereof or an integral multiple thereof,

subject always to compliance with all applicable laws and the requirements of any listing authority, stock exchange and/or quotation system on which the relevant Instruments may be listed and/or quoted.

In the case of the redemption of part only of a Registered Instrument, a new Registered Instrument in respect of the unredeemed balance shall be issued in accordance with Conditions 2.04 to 2.09 which shall apply as in the case of a transfer of Registered Instruments as if such new Registered Instrument were in respect of the untransferred balance.

In connection with an exercise of the option contained in Condition 7.03 (*Optional Early Redemption (Call)*) in relation to some only of the Instruments, the Permanent Global Instrument may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

In the case of Subordinated Instruments qualifying as regulatory capital (*recursos propios*) partial redemption is subject to the prior consent of Banco de España and may not take place within a period of five years (or, in the case of Short Term Subordinated Instruments, two years) from which their date of issue or as otherwise permitted by Banco de España.

Optional Early Redemption (Put)

7.06 If this Condition 7.06 is specified in the relevant Final Terms as being applicable to the Senior Instruments, then the Issuer shall, upon the exercise of the relevant option by the Holder of any Instrument of the relevant Series, redeem such Instrument on the date or the dates specified in the relevant Final Terms at its put early redemption amount (the “**Early Redemption Amount (Put)**”) (which shall be its principal amount or such other Early Redemption Amount (Put) as may be specified in or determined in accordance with the relevant Final Terms) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable in respect of such Instrument under any other Condition prior to the date fixed for redemption (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) thereon. In order to exercise such option, the Holder must, not less than sixty days before the date so specified (or such other period as may be specified in the relevant Final Terms), deposit the relevant Instrument (together, in the case of a Definitive Instrument, with any unmatured Coupons appertaining thereto) with, in the case of a Bearer Instrument, any Paying Agent or, in the case of a Registered Instrument, the Registrar together with a duly completed redemption notice in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the Registrar specifying, in the case of a Registered Instrument, the aggregate principal amount in respect of which such option is exercised (which must be the minimum denomination specified in the Final Terms or an integral multiple thereof). No Instrument so deposited and option exercised may be withdrawn (except as provided in the Issue and Paying Agency Agreement).

The Early Redemption (Put) shall not apply in the case of Subordinated Instruments and holders of Subordinated Instruments may not redeem such Subordinated Instruments prior to the Maturity Date.

In the case of the redemption of part only of a Registered Instrument, a new Registered Instrument in respect of the unredeemed balance shall be issued in accordance with Conditions 2.04 to 2.09 which shall apply as in the case of a transfer of Registered Instruments as if such new Registered Instrument were in respect of the untransferred balance.

The Holder of an Instrument may not exercise such option in respect of any Instrument which is the subject of an exercise by the Issuer of its option to redeem such Instrument under either Condition 7.02 or 7.03.

Purchase of Instruments

7.07 The Issuers and the Guarantor and any of their respective subsidiaries may at any time purchase Instruments in the open market or otherwise and at any price *provided that*, in the case of Definitive Instruments, all unmatured Coupons appertaining thereto are purchased therewith.

In the case of Subordinated Instruments which qualify as regulatory capital (*recursos propios*) the purchase of the Instruments by the Issuer or any of its subsidiaries shall take place in accordance with the requirements of Spanish law and Banco de España.

Cancellation of Redeemed and Purchased Instruments

7.08 All unmatured Instruments and Coupons and unexchanged Talons redeemed or purchased otherwise than in the ordinary course of business of dealing in securities or as a nominee in accordance with this Condition 7 will be cancelled forthwith and may not be reissued or resold.

Further Provisions applicable to Redemption Amount and Instalment Amounts

7.09 The provisions of Condition 5D.02 shall apply to any determination or calculation of the Redemption Amount or any Instalment Amount required by the Final Terms to be made by the Determination Agent.

7.10 References herein to “**Redemption Amount**” shall mean, as appropriate, the Maturity Redemption Amount, the final Instalment Amount, Early Redemption Amount (Tax), Early Redemption Amount (Call), Early Redemption Amount (Put) and Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the Final Terms.

Notices

7.11 Notices of early redemption (whether full or partial) of Instruments shall be given in accordance with Condition 15 (*Notices*).

Notification of Luxembourg Stock Exchange

7.12 The relevant Issuer shall notify the Luxembourg Stock Exchange of any early redemption (whether full or partial) of Instruments.

8. Events of Default

8.01 Unless otherwise specified in the relevant Final Terms, if, in the case of Subordinated Instruments, any of the events set out in paragraphs (ii), (iv), (v), (vi), (vii) or (viii) occurs and is continuing or, in the case of Senior Instruments, any of the following events occurs and is continuing (each an “**Event of Default**”), such Event of Default shall be an acceleration event in relation to the Instruments of any Series, namely:

- (i) *Non-payment*: if default is made in the payment of any interest or principal due in respect of the Instruments of the relevant Series or any of them and such default continues for a period of seven days (or such other period as may be specified in the relevant Final Terms); or
- (ii) *Breach of other obligations*: if the relevant Issuer or the Guarantor fails to perform or observe any of its other obligations under or in respect of the Instruments of the relevant Series, the relevant Guarantee or the Issue and Paying Agency Agreement and (except in any case where such failure is incapable of remedy when no such continuation as is hereinafter mentioned will be required) the failure continues for a period of 30 days next following the service by the relevant Commissioner (as defined in Condition 14 below) on the relevant Issuer of a notice requiring the same to be remedied; or
- (iii) *Cross default*: if any Indebtedness for Borrowed Money (as defined in Condition 8.02) of the relevant Issuer or the Guarantor becomes due and repayable prematurely by reason of an event of default (however described) or the relevant Issuer or the Guarantor fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date

for such payment or within any originally applicable grace period or any security given by the relevant Issuer or the Guarantor for any Indebtedness for Borrowed Money becomes enforceable and steps are taken to enforce the same or if default is made by the relevant Issuer or the Guarantor in making any payment when due (or within any originally applicable grace period in respect thereof) under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person, *provided that* no such event as aforesaid shall constitute an Event of Default unless the Indebtedness for Borrowed Money or other liability relative thereto either alone or when aggregated with other Indebtedness for Borrowed Money and/or other liabilities relative to all (if any) other such events which shall have occurred shall amount to at least U.S.\$50,000,000 (or its equivalent in any other currency on the basis of the middle spot rate for the relevant currency against the U.S. Dollar as quoted by any leading bank on the day on which this paragraph operates); or

- (iv) *Winding up*: if any order is made by any competent court or resolution passed for the winding up or dissolution of the relevant Issuer or the Guarantor (except in any such case for the purpose of reconstruction or a merger or amalgamation which has been previously approved by a resolution of the relevant Syndicate of Holders of the Instruments or a merger with another financial institution in this case even without being approved by a resolution of the relevant Syndicate of Holders of the Instruments, *provided that* any entity that survives or is created as a result of such merger is given a rating by an internationally recognised rating agency at least equal to the then current rating of the relevant Issuer or the Guarantor, as the case may be, at the time of such merger); or
- (v) *Cessation of business*: if the relevant Issuer or the Guarantor ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of a reorganisation (except in any such case for the purpose of reconstruction or a merger or amalgamation which has been previously approved by a resolution of the relevant Syndicate of Holders of the Instruments or a merger with another financial institution in this case even without being approved by a resolution of the relevant Syndicate of Holders of the Instruments, *provided that* any entity that survives or is created as a result of such merger is given a rating by an internationally recognised rating agency at least equal to the then current rating of the relevant Issuer or the Guarantor, as the case may be, at the time of such merger), or the relevant Issuer or the Guarantor stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class thereof) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (vi) *Insolvency proceedings*: if (a) proceedings are initiated against the relevant Issuer or the Guarantor under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application made for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the relevant Issuer or the Guarantor or in relation to the whole or a part of the undertaking or assets of either of them, or an encumbrancer takes possession of the whole or a part of the undertaking or assets of either of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a part of the undertaking or assets or any of them and (b) in any case is not discharged within 14 days; or
- (vii) *Arrangements with creditors*: if the relevant Issuer or the Guarantor initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors); or
- (viii) *Guarantee*: if any of the Senior Guarantee or the Subordinated Guarantee ceases to be a valid and binding obligation of the Guarantor or it becomes unlawful for the Guarantor to

perform its obligations under either the Senior Guarantee or the Subordinated Guarantee or either the Senior Guarantee or the Subordinated Guarantee is claimed by the relevant Issuer or the Guarantor not to be in full force and effect.

8.02 As used herein “**Indebtedness for Borrowed Money**” means (i) money borrowed and premiums and accrued interest in respect thereof, (ii) liabilities under or in respect of any acceptance or acceptance credit and (iii) the principal and premium (if any) and accrued interest in respect of any bonds, notes, debentures, debenture stock, loan stock, certificates of deposit or other securities whether issued for cash or in whole or in part for a consideration other than cash.

8.03 If any Event of Default shall occur in relation to any Series of Instruments, the relevant Commissioner, acting upon a resolution of the relevant Syndicate of Holders of the Instruments of the relevant Series, in respect of all the Instruments of a relevant Series, or any Holder of an Instrument in respect of such Instrument and *provided that* such Holder does not contravene the resolution of the relevant Syndicate (if any) may, by written notice to the relevant Issuer, at the specified office of the Issue and Paying Agent, declare that such Instrument or Instruments and all interest then accrued on such Instrument or Instruments shall (when permitted by applicable Spanish law) be forthwith due and payable, whereupon the same shall become immediately due and payable at its early termination amount (the “**Early Termination Amount**”) (which shall be its principal amount or such other Early Termination Amount as may be specified in or determined in accordance with the relevant Final Terms) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable in respect of such Instruments under any other Condition prior to the date fixed for redemption (which amount, if and to the extent not then paid, remains due and payable), together with all interest (if any) accrued thereon without presentment, demand, protest or other notice of any kind, all of which the relevant Issuer will expressly waive, anything contained in such Instrument or Instruments to the contrary notwithstanding, unless, prior thereto, all Events of Default in respect of the Instruments of the relevant Series shall have been cured.

9. Taxation

9.01 All amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Instruments, the Receipts and the Coupons, the Senior Guarantee and the Subordinated Guarantee by an Issuer or the Guarantor (as the case may be) will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Spain or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the relevant Issuer or (as the case may be) the Guarantor shall pay such additional amounts as will result in receipt by the Holder of any Instrument or Coupon of such amounts as would have been received by them had no such withholding or deduction been required.

9.02 Neither the relevant Issuer nor the Guarantor shall be required to pay any additional amounts as referred to in Condition 9.01 in relation to any payment in respect of any Instrument or Coupon:

- (i) to, or to a third party on behalf of, a Holder of an Instrument or Coupon who is liable for such taxes, duties, assessments or governmental charges in respect of such Instrument or Coupon by reason of his having some connection with Spain other than the mere holding of such Instrument or Coupon; or
- (ii) to, or to a third party on behalf of, a Holder in respect of whom the relevant Issuer or the Guarantor does not receive such information (which may include a tax residence certificate) concerning such Holder’s identity and tax residence as it may require in order to comply with Law 19/2003 of 4 July and any implementing legislation; or
- (iii) presented for payment more than thirty days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of thirty days; or
- (iv) where the withholding or deduction referred to in Condition 9.01 is imposed on a payment to an individual and is required to be made pursuant to European Council Directive

2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or

- (v) presented for payment by or on behalf of a Holder of an Instrument or Coupon who would have been able to avoid such withholding or deduction by presenting the relevant Instrument or Coupon to another Paying Agent in a Member State of the European Union; or
- (vi) to, or to a third party on behalf of, individuals resident for tax purposes in The Kingdom of Spain; or
- (vii) to, or to a third party on behalf of, a Spanish-resident legal entity subject to Spanish corporation tax if the Spanish tax authorities determine that the Instruments do not comply with exemption requirements specified in the Reply to a Consultation of the Directorate General for Taxation (*Dirección General de Tributos*) dated 27th July 2004 and require a withholding to be made.

9.03 For the purposes of these Terms and Conditions, the “**Relevant Date**” means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Issue and Paying Agent, or as the case may be, the Registrar on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received and being available for payment to Holders of Instruments and Coupons, notice to that effect shall have been duly given to the Holders of the Instruments of the relevant Series in accordance with Condition 15.

9.04 Unless the context otherwise requires, any reference in these Terms and Conditions to “**principal**” shall include any premium payable in respect of an Instrument, any Instalment Amount or Redemption Amount and any other amounts in the nature of principal payable pursuant to these Terms and Conditions and “**interest**” shall include all amounts payable pursuant to Condition 5 and any other amounts in the nature of interest payable to these Terms and Conditions.

10. Payments

10A Payments — Bearer Instruments

10A.01 This Condition 10A is applicable in relation to Instruments in bearer form.

10A.02 Payment of amounts (other than interest) due in respect of Bearer Instruments will be made against presentation and (save in the case of a partial redemption which includes, in the case of an Instalment Instrument, payment of any instalment other than the final instalment) surrender of the relevant Bearer Instruments at the specified office of any of the Paying Agents.

10A.03 Payment of amounts in respect of interest on Bearer Instruments will be made:

- (i) in the case of a Temporary Global Instrument or Permanent Global Instrument, against presentation of the relevant Temporary Global Instrument or Permanent Global Instrument at the specified office of any of the Paying Agents outside (unless Condition 10A.04 applies) the United States and, in the case of a Temporary Global Instrument, upon due certification as required therein;
- (ii) in the case of Definitive Instruments without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Instruments at the specified office of any of the Paying Agents outside (unless Condition 10A.04 applies) the United States; and
- (iii) in the case of Definitive Instruments delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Instruments, in either case at the specified office of any of the Paying Agents outside (unless Condition 10A.04 applies) the United States.

10A.04 Payments of amounts due in respect of interest on the Bearer Instruments and exchanges of Talons for Coupon sheets in accordance with Condition 10A.04 will not be made at the specified office of any Paying Agent in the United States (as defined in the United States Internal Revenue Code and Regulations thereunder) unless (a) payment in full of amounts due in respect of interest on such Instruments when due or, as the case may be, the exchange of Talons at all the specified offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (b) such payment or exchange is permitted by applicable United States law. If parts (a) and (b) of the previous sentence apply, the relevant Issuer shall forthwith appoint a further Paying Agent with a specified office in New York City.

10A.05 If the due date for payment of any amount due in respect of any Bearer Instrument is not both a Relevant Financial Centre Day (as defined in Condition 10C.03) and a local banking day (as defined in Condition 10C.03), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day (or as otherwise specified in the relevant Final Terms) and, thereafter will be entitled to receive payment by cheque on any local banking day, and will be entitled to payment by transfer to a designated account on any day which is a local banking day, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such delay or adjustment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 5D.04.

10A.06 Each Definitive Instrument initially delivered with Coupons attached thereto should be presented and, save in the case of partial payment which includes, in the case of an Instalment Instrument, payment of any instalment other than the final instalment, surrendered for final redemption together with all unmatured Coupons and Talons appertaining thereto, failing which:

- (i) in the case of Definitive Instruments which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing Coupon which the redemption amount paid bears to the total redemption amount due) (excluding, for this purpose, Talons) will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time within ten years of the Relevant Date applicable to payment of such final redemption amount;
- (ii) in the case of Definitive Instruments which bear interest at, or at a margin above or below, a floating rate, all unmatured Coupons (excluding, for this purpose, but without prejudice to paragraph (iii) below, Talons) relating to such Definitive Instruments (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them; and
- (iii) in the case of Definitive Instruments initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them.

The provisions of paragraph (i) of this Condition 10A.06 notwithstanding, if any Definitive Instruments which bear interest at a fixed rate or rates should be issued with a maturity date and a fixed rate or fixed rates such that, on the presentation for payment of any such Definitive Instrument without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Instrument, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (i) in respect of such Coupons as have not so become void, the amount required by paragraph (i) to be deducted would not be greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Definitive Instrument to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become

void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

10A.07 In relation to Definitive Instruments initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 10A.04 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 11 below. Each Talon shall, for the purpose of these Conditions, be deemed to mature on the due date for the payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

10A.08 For the purposes of these Terms and Conditions, the “**United States**” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

10B. Payments — Registered Instruments

10B.01 This Condition 10B is applicable in relation to Instruments in registered form.

10B.02 Payment of amounts (whether principal, redemption amount or otherwise and including accrued interest) due in respect of Registered Instruments on the final redemption of Registered Instruments will be made against presentation and, save in the case of partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the relevant Registered Instruments at the specified office of the Registrar. If the due date for payment of the final redemption amount of any Registered Instrument is not both a Relevant Financial Centre Day (as defined in Condition 10C.03) and a local banking day (as defined in Condition 10C.03), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day and, thereafter will be entitled to receive payment by cheque on any local banking day, and, will be entitled to payment by transfer to a designated account on any day which is a local banking day, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 5D.04.

10B.03 Payment of amounts (whether principal, redemption amount, interest or otherwise) due (other than in respect of the final redemption of Registered Instruments) in respect of Registered Instruments will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar as at opening of business (local time in the place of the specified office of the Registrar) on the fifteenth Relevant Banking Day (as defined in Condition 2.06) before the due date for such payment (the “**Record Date**”).

10B.04 Notwithstanding the provisions of Condition 10C.02, payment of amounts (whether principal, redemption amount, interest or otherwise) due (other than in respect of final redemption of Registered Instruments) in respect of Registered Instruments will be made by cheque (in the case of payment in Japanese Yen to a non-resident of Japan, drawn on an authorised foreign exchange bank) and posted to the address (as recorded in the register held by the Registrar) of the Holder thereof (or, in the case of joint Holders, the first-named) on the Relevant Banking Day (as defined in Condition 2.06) not later than the relevant date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account denominated in the relevant currency (in the case of payment in Japanese Yen to a non-resident in Japan, a non-resident account with an authorised foreign exchange bank) in which case payment shall be made on the relevant due date for payment by transfer to such account. In the case of payment by transfer to an account, if the due date for any such payment is not a Relevant Financial Centre Day, then the Holder thereof will not be entitled to payment thereof until the first day thereafter which is a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets

settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 5D.04.

10C Payments — General Provisions

10C.01 Save as otherwise specified herein, this Condition 10C is applicable in relation to Instruments whether in bearer or in registered form.

10C.02 Payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of Instruments will be made in the currency in which such amount is due by (a) cheque or (b) at the option of the payee, transfer to an account denominated in the relevant currency specified by the payee. Payments will, without prejudice to the provisions of Condition 9, be subject in all cases to any applicable fiscal or other laws and regulations.

10C.03 For the purposes of these Terms and Conditions:

- (i) “**Business Day**” means a day:
 - in relation to Instruments denominated or payable in Euro which is a TARGET Business Day; and
 - in relation to Instruments payable in any other currency, on which commercial banks are open for business and foreign exchange markets settle payments in the Relevant Financial Centre in respect of the relevant currency; and, in either case,
 - on which commercial banks are open for business and foreign exchange markets settle payments in any place specified in the relevant Final Terms;
- (ii) “**local banking day**” means a day (other than a Saturday and Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of presentation of the relevant Instrument or, as the case may be, Coupon;
- (iii) “**Relevant Financial Centre**” means such financial centre or centres as may be specified in relation to the relevant currency for the purposes of the definition of “Business Day” in the ISDA Definitions;
- (iv) “**Relevant Financial Centre Day**” means, in the case of any currency other than Euro, a day on which commercial banks and foreign exchange markets settle payments in the Relevant Financial Centre (which in the case of Australian dollars shall be Melbourne and which in the case of New Zealand dollars shall be Wellington) and in any other place specified in the relevant Final Terms and in the case of payment in Euro, a day which is a TARGET Business Day;
- (v) “**TARGET Business Day**” means any day on which the TARGET2 System, or any successor thereto, is open for the settlement of payments in euro; and
- (vi) “**TARGET2 System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) payment system which utilises a single shared platform and which was launched on 19 November 2007.

and, in the case of any of paragraphs (i) to (iv) of this Condition 10C.03, as the same may be modified in the relevant Final Terms.

11. Prescription

11.01 Claims against the relevant Issuer for payment of principal and interest in respect of Instruments will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years after the Relevant Date for payment thereof.

11.02 In relation to Definitive Instruments initially delivered with Talons attached thereto, there shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void upon issue pursuant to Condition 10A.06 or the due date for the payment of which would fall after the due date for the redemption of the relevant Instrument or which would be void pursuant to

this Condition 11 or any Talon the maturity date of which would fall after the due date for redemption of the relevant Instrument.

12. The Paying Agents, the Registrars and the Determination Agent

12.01 The initial Paying Agents and Registrars and their respective initial specified offices are specified below. The Determination Agent in respect of any Instruments shall be specified in the Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Issue and Paying Agent) or the Registrar or the Determination Agent and to appoint additional or other Paying Agents or another Registrar or another Determination Agent *provided that* it will at all times maintain (i) an Issue and Paying Agent, (ii) in the case of Registered Instruments, a Registrar, (iii) a Paying Agent (which may be the an Issue and Paying Agent) with a specified office in a continental European city, (iv) so long as the Instruments are listed on the Luxembourg Stock Exchange and/or any other listing authority, stock exchange and/or quotation system, a Paying Agent (which may be the Issue and Paying Agent) and a Registrar each with a specified office in Luxembourg and/or in such other place as may be required by the rules of such other listing authority, stock exchange and/or quotation system, (v) in the circumstances described in Condition 10A.04, a Paying Agent with a specified office in New York City, (vi) a Paying Agent in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced to conform to, such Directive, and (vii) a Determination Agent where required by the Terms and Conditions applicable to any Instruments (in the case of (i), (ii), (iii) and (vii) with a specified office located in such place (if any) as may be required by the Terms and Conditions). The Paying Agents, the Registrar and the Determination Agent reserve the right at any time to change their respective offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Paying Agents, the Registrar or the Determination Agent will be given promptly by the Issuer to the Holders of the Instruments in accordance with Condition 15.

12.02 The Paying Agents, the Registrar and the Determination Agent act solely as agents of the relevant Issuer and, save as provided in the Issue and Paying Agency Agreement or any other agreement entered into with respect to its appointment, do not assume any obligations towards or relationship of agency or trust for any Holder of any Instrument or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Issue and Paying Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

13. Replacement of Instruments

If any Instrument or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Issue and Paying Agent or such Paying Agent or Paying Agents as may be specified for such purpose in the relevant Final Terms (in the case of Bearer Instruments and Coupons) or of the Registrar (in the case of Registered Instruments), subject to all applicable laws and the requirements of any listing authority, stock exchange and/or quotation system on which the relevant Instruments are listed and/or quoted, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the relevant Issuer and the Issue and Paying Agent, the relevant Paying Agent or, as the case may be, the Registrar may require. Mutilated or defaced Instruments and Coupons must be surrendered before replacements will be delivered therefor.

14. Syndicate of Holders of the Instruments and Modification

The Holders of the Instruments of the relevant Series shall meet in accordance with the regulations governing the relevant Syndicate of Holders of the Instruments (the “**Regulations**”). The Regulations shall contain the rules governing the functioning of each Syndicate and the rules governing its relationship with the relevant Issuer and shall be attached to the relevant Public Deed of Issuance. A set of pro forma Regulations is included in the Issue and Paying Agency Agreement.

A temporary Commissioner will be appointed for each Syndicate. Upon the subscription of the Instruments, the Commissioner will call a general meeting of the Syndicate to ratify or oppose the acts

of the temporary Commissioner, confirm his appointment or appoint a substitute and to ratify the Regulations.

Provisions for meetings of the Syndicate of Holders of the Instruments will be contained in the Regulations and the Issue and Paying Agency Agreement. Such provisions shall have effect as if incorporated herein.

The relevant Issuer may, with the consent of the Issue and Paying Agent and the relevant Commissioner, but without the consent of the Holders of the Instruments of any Series or Coupons, amend these Terms and Conditions and the Deed of Covenant insofar as they may apply to such Instruments to correct a manifest error. Subject as aforesaid, no other modification may be made to these Terms and Conditions or the Deed of Covenant except with the sanction of a resolution of the relevant Syndicate of Holders of Instruments.

For the purposes of these Terms and Conditions,

- (i) “**Commissioner**” means the trustee (*comisario*) as this term is defined under the Spanish Corporations Law (*Ley de Sociedades Anónimas*) of each Syndicate of Holders of the Instruments; and
- (ii) “**Syndicate**” means the syndicate (*sindicato*) as this term is described under the Spanish Corporations law (*Ley de Sociedades Anónimas*).

15. Notices

To Holders of Bearer Instruments

15.01 Notices to Holders of Bearer Instruments will, save where another means of effective communication has been specified herein or in the relevant Final Terms, be deemed to be validly given if published in an English language daily newspaper in London (which is expected to be the *Financial Times*) or on the website of the Luxembourg Stock Exchange (www.bourse.lu) if the Instruments are listed on the Luxembourg Stock Exchange (so long as such Instruments are listed on the Luxembourg Stock Exchange and the rules of that exchange so require), in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxembourg Wort*) or, in either case if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe or, in the case of a Temporary Global Instrument or Permanent Global Instrument, if delivered to Euroclear and Clearstream, Luxembourg and any other relevant clearing system for communication by them to the persons shown in their respective records as having interests therein *provided that*, in the case of Instruments admitted to listing on any listing authority, stock exchange and/or quotation system, the requirements of such listing authority, stock exchange and/or quotation system, have been complied with. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the first date on which publication is made) or, as the case may be, on the fourth day after the date of such delivery to Euroclear and Clearstream, Luxembourg and any other relevant clearing system. Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Instruments in accordance with this Condition.

To Holders of Registered Instruments

15.02 Notices to Holders of Registered Instruments will be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar, and will be deemed to have been validly given on the fourth day after the date of such mailing or, if posted from another country, on the fifth such day. With respect to Registered Instruments listed on the Luxembourg Stock Exchange, any notices to Holders must also be published in a daily Luxembourg newspaper having general circulation in Luxembourg (which is expected to be the *Luxembourg Wort*) or on the website of the Luxembourg Stock Exchange (www.bourse.lu) and, in addition to the foregoing, will be deemed validly given only after the date of such publication.

To Commissioners

15.03 Copies of any notice given to any Holders of the Instruments will be also given to the Commissioner of the Syndicate of Holders of the Instruments of the relevant Series.

16. Further Issues

The relevant Issuer may, from time to time without the consent of the Holders of any Instruments or Coupons create and issue further instruments, bonds or debentures having the same terms and conditions as such Instruments in all respects (or in all respects except for the first payment of interest, if any, on them and/or the denomination thereof) so as to form a single series with the Instruments of any particular Series.

17. Currency Indemnity

The currency in which the Instruments are denominated or, if different, payable, as specified in the relevant Final Terms (the “**Contractual Currency**”) is the sole currency of account and payment for all sums payable by the relevant Issuer in respect of the Instruments, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder of an Instrument or Coupon in respect of any sum expressed to be due to it from the relevant Issuer shall only constitute a discharge to the relevant Issuer to the extent of the amount in the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder of an Instrument or Coupon in respect of such Instrument or Coupon the relevant Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the relevant Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the relevant Issuer’s other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of an Instrument or Coupon and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Instruments or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant Holder of an Instrument or Coupon and no proof or evidence of any actual loss will be required by the relevant Issuer.

18. Waiver and Remedies

No failure to exercise, and no delay in exercising, on the part of the Holder of any Instrument, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

19. Law and Jurisdiction

19.01 The issue of the Instruments, including their legal nature (*obligaciones*), the status of the Instruments, the status of the guarantee in respect of them, the capacity of the Issuers, the relevant corporate resolutions, the appointment of the Commissioner and the constitution of the Syndicates of Holders of the Instruments shall be governed by Spanish law. The terms and conditions of the Instruments and all non-contractual obligations arising out of or in connection with the Instruments, the Issue and Paying Agency Agreement and the Deed of Covenant are governed by English law.

19.02 The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”) arising out of or in connection with the Instruments.

19.03 The Issuers and the Guarantor irrevocably waive any objection which they might now or hereafter have to the courts of England being nominated as the forum to hear and determine any

proceedings and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum.

19.04 The Issuers and the Guarantor agree that the documents which start any proceedings and any other documents required to be served in relation to those proceedings may be served on them by being delivered to Banco Santander, S.A., London Branch at 2 Triton Square, Regent's Place, London, NW1 3AN or such other person on whom, and at such other place at which, process may from time to time be served on the Guarantor in accordance with Part XXIII of the Companies Act 1985 (as modified or re-enacted from time to time). If the appointment of the person mentioned in this Condition 19.04 ceases to be effective, the Issuers and the Guarantor shall forthwith appoint a further person in England to accept service of process on its behalf in England and notify the name and address of such person to the Issue and Paying Agent and, failing such appointment within fifteen days, any Holder of an Instrument shall be entitled to appoint such a person by written notice addressed to the Issuers and the Guarantor and delivered to the Issuers and the Guarantor or to the specified office of the Issue and Paying Agent. Nothing contained herein shall affect the right of any Holder of an Instrument to serve process in any other manner permitted by law. This condition applies to proceedings in England and to proceedings elsewhere.

19.05 The submission to the exclusive jurisdiction of the courts of England is for the benefit of the Holders of the Instruments only and therefore shall not (and shall not be construed so as to) limit the right of the Holders of the Instruments or any of them to take proceedings in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

20. Rights of Third Parties

No person shall have any right to enforce any term or condition of any Series of Instruments under the Contracts (Rights of Third Parties) Act 1999.

PRO FORMA FINAL TERMS

The Final Terms in respect of each Tranche of Instruments will be substantially in the following form, duly supplemented (if necessary) amended (if necessary) and completed to reflect the particular terms of the relevant Instruments and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

Final Terms dated [●]

[Santander International Debt, S.A. Unipersonal Santander Issuances, S.A. Unipersonal]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Instruments]
Guaranteed by Banco Santander, S.A.
under the **€32,000,000,000 Programme for the Issuance of Debt Instruments**
guaranteed by Banco Santander, S.A.

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Instruments in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Instruments. Accordingly any person making or intending to make an offer of the Instruments may only do so in:

- (i) circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) those Public Offer Jurisdictions mentioned in Paragraph 37 of Part A below, provided such person is one of the persons mentioned in Paragraph 37 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Instruments in any other circumstances.]⁵

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Instruments in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Instruments. Accordingly any person making or intending to make an offer in that Relevant Member State of the Instruments may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Instruments in any other circumstances].^{6*}

PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 14 November 2008 [and the Supplement[s] to the Base Prospectus dated [●] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive

⁵Include this legend where a non-exempt offer of Notes is anticipated.

⁶Include this legend only where an exempt offer of Notes is anticipated.

*Applicable only to securities with a denomination of less than EUR 50,000

(Directive 2003/71/EC) (the **Prospectus Directive**). This document constitutes the Final Terms of the Instruments described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer, the Guarantor and the offer of the Instruments is only available on the basis of the combination of these Final Terms and the Base Prospectus dated 14 November 2008 [as so supplemented]. [The Base Prospectus [and the Supplement[s] to the Base Prospectus] [is] [are] available for viewing at the registered office of each of the Issuers and the head office of the Guarantor (being Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte, Madrid, Spain), the offices of the Issue and Paying Agent, The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL and at the offices of the Paying Agent and Listing Agent of The Bank of New York (Luxembourg) at Aerogolf Center, 1A, Hoehenhof, L-1736 Senningerberg, Luxembourg, and [on the website www.bourse.lu] and copies may be obtained from the addresses specified above.]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the Conditions) set forth in the Base Prospectus dated [●]. This document constitutes the Final Terms of the Instruments described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**) and must be read in conjunction with the Base Prospectus dated 14 November 2008 [and the supplement to the Base Prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the Base Prospectus dated [●] and are attached hereto. Full information on the Issuer, the Guarantor and the offer of the Instruments is only available on the basis of the combination of these Final Terms and the Base Prospectus dated [●] and 14 November 2008 [and the Supplement[s] to the Base Prospectus dated [●] and [●]]. [The Base Prospectuses [and the Supplement[s] to the Base Prospectuses] are available for viewing at the registered office of each of the Issuers and the head office of the Guarantor (being Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte, Madrid, Spain), the offices of the Issue and Paying Agent, The Bank of New York Mellon, London Branch at One Canada Square London E14 5AL and at the offices of the Paying Agent and Listing Agent, The Bank of New York (Luxembourg) at Aerogolf Center, 1A, Hoehenhof, L-1736 Senningerberg, Luxembourg and [on the website www.bourse.lu] and copies may be obtained from the addresses specified above.]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When adding any other final terms or information including final terms consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospective Directive.]

1. (i) Issuer: [Santander International Debt, S.A. Unipersonal/
Santander Issuances, S.A. Unipersonal].
- (ii) Guarantor : Banco Santander, S.A.
2. (i) Series Number: []
- [(ii)] Tranche Number: []
[(If fungible with an existing Series,
details of that Series, including the
date on which the Instruments become
fungible).]
3. Specified Currency or Currencies: []
4. Aggregate Principal Amount: []
- [(i)] Series: []
- [(ii)] Tranche: []
5. Issue Price: [] per cent. of the Aggregate Principal Amount [plus
accrued interest from [insert date] (if applicable)]
6. Specified Denominations: []
7. [(i)] Issue Date: []
- [(ii)] Interest Commencement Date: [Specify/Issue Date/Not Applicable]]
8. Maturity Date: [Specify date or (for Floating Rate — Instruments)
Interest Payment Date falling in the relevant month
and year]
9. Interest Basis: [●% Fixed Rate]
[[specify reference rate] ●% Floating Rate]
[Index-Linked Interest]
[Other (specify)]
(further particulars specified below)
10. Redemption/Payment Basis:⁷ [Redemption at par]
[Index-Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (specify)]
11. Change of Interest or Redemption/
Payment Basis: [Specify details of any provision for convertibility of
Instruments: into another interest or redemption/
payment basis]
12. Put/Call Options: [Investor Put]⁸
[Issuer Call]
[(further particulars specified below)]
13. [(i)] Status of the Instruments: [Senior/Subordinated]

⁷If the Maturity Redemption Amount is linked to an underlying or other than 100% of the nominal value the Instruments will be derivative securities for the purposes of the Prospective Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

⁸Not applicable in the case of Subordinated Instruments

*Applicable only to securities with a denomination of less than EUR 50,000.

- [(ii)] Status of the Guarantee: [Senior/Subordinated]
- [(iii)] [Date [Board] approval for issuance of Instruments [and Guarantee] obtained: (N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Instruments or related Guarantee)]*
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Instrument Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [] per cent.. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [] in each year [adjusted in accordance with [specify Business Day Convention/not adjusted].
- (iii) Fixed Coupon Amount[(s)]: [] per [] Nominal Amount
- (iv) Day Count Fraction: [30/360]/[30E/360]/[Actual/Actual (ICMA)]/ other (give details)
- (v) Determination Dates: [] in each year (insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.
(N.B. only relevant where Day Count Fraction is Actual/Actual ([ICMA]))
- (vi) Broken Amount(s): [Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s)]
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Instruments: [Not Applicable/give details]
16. **Floating Rate Instrument Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Interest Period(s): []
- (ii) Interest Payment Dates: []
- (iii) First Interest Payment Date: []
- (iv) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/ other (give details)]

- (vi) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Agent]): []
 - (vii) Screen Rate Determination
 - Reference Rate: []
 - Interest Determination Date(s): []
 - Relevant Screen Page: []
 - (viii) ISDA Determination:
 - Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
 - (ix) Margin(s): [+/-] [] per cent. per annum
 - (x) Minimum Rate of Interest: [] per cent. per annum
 - (xi) Maximum Rate of Interest: [] per cent. per annum
 - (xii) Day Count Fraction: []
 - (xiii) Fall back provisions, rounding provisions denominator and any other terms relating to the method of calculating interest on Floating Rate Instruments if different from those set out in the Conditions: []
17. **Index-Linked Interest Instrument/
other Variable -Linked Interest
Instrument Provisions** [Applicable/Not Applicable]
*(If not applicable, delete the remaining sub-paragraphs
of this paragraph)*
- (i) Index/Formula/other variable: [give or annex details]
 - (ii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Agent]): []
 - (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: []

- (iv) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variables is impossible or impracticable or otherwise disrupted: *(Need to include a description of market disruption settlement, disruption events and adjustment provisions).*
- (v) Determination Date(s): []
- (vi) Interest or calculation period(s): []
- (vii) Specified Period(s)/ Specified Interest Payment Dates: []
- (viii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Preceding Business Day Convention/Modified Following Business Day Convention/other *(give details)*]
- (ix) Minimum Rate/Amount of Interest: [] per cent. per annum
- (x) Maximum Rate/Amount of Interest: [] per cent. per annum
- (xi) Day Count Fraction: []
18. **Dual Currency Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of Exchange /method of calculating Rate of Exchange: [give details]
- (ii) Party, if any, responsible for calculating the principal and/or interest due: (if not the [Agent]): []
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: []
- (iv) Person at whose option Specified Currency(ies) is/are payable: []

PROVISIONS RELATING TO REDEMPTION

19. **Call Option:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Early Redemption Date(s): []

- (ii) Optional Early Redemption Amount (Call) of each Instrument and method, if any, of calculation of such amount(s): [] per Instrument of [] specified denomination
- (iii) If redeemable in part:
 (a) Minimum Redemption Amount: []
 (b) Maximum Redemption Amount: []
- (iv) Notice period⁹ []
20. **Put Option** [Applicable/Not Applicable]¹⁰
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Early Redemption Date(s): []
- (ii) Optional Early Redemption Amount (Put) of each Instrument and method, if any, of calculation of such amount(s): [] per Instrument of [] specified denomination
- (iii) Notice period¹¹ []
21. **Maturity Redemption Amount of each Instrument** [[] per Instrument of [] specified denomination/
 other/see Appendix]
 In cases where the Maturity Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: [give or annex details]
- (ii) Party responsible for calculating the Maturity Redemption Amount (if not the [Agent]): []

⁹If setting notice periods which are different to those provided in the terms and conditions, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its fiscal agent or any trustee.

¹⁰Not applicable in the case of Subordinated Instruments.

¹¹If setting notice periods which are different to those provided in the terms and conditions, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its fiscal agent or any trustee.

- (iii) Provisions for determining Maturity Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: []
- (iv) Determination Date(s): []
- (v) Provisions for determining Maturity Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: []
- (vi) Payment Date: []
- (vii) Minimum Maturity Redemption Amount: []
- (viii) Maximum Maturity Redemption Amount []

22. **Early Redemption Amount (Tax)**

Early Redemption Amount(s) of each Instrument payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): []

GENERAL PROVISIONS APPLICABLE TO THE INSTRUMENTS

- 23. **Form of Instruments:** Bearer/Registered.
 [Temporary Global Instrument exchangeable for a Permanent Global Instrument which is exchangeable for Definitive Instruments on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Instrument]
 [Temporary Global Instrument exchangeable for Definitive Instruments on [●] days' notice]
 [Permanent Global Instrument exchangeable for Definitive Instruments on [●] days' notice/at any time/ in the limited circumstances specified in the Permanent Global Instrument]
- 24. New Global Note: [Yes] [No]
- 25. Talons for future Coupons or Receipts to be attached to Definitive Instruments (and dates on which such Talons mature): [Yes/No. If yes, give details]

26. Details relating to Partly Paid Instruments: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Instruments and interest due on late payment]: [Yes/No. If yes, give details]
27. Business Day: *[Specify any additional financial centres necessary for the purposes of Condition 10C.03 or any modification required.]*
28. Relevant Financial Centre: *[Specify any modification required.]*
29. Relevant Financial Centre Day: *[Specify any additional financial centres necessary for the purposes of Condition 10C.03, or 10A.05 (Bearer Instruments) or 10B.02 (Registered Instruments).]*
30. Details relating to [Instalment] Instruments: amount of each Instalment date on which each payment is made: [Not Applicable/give details]
31. Temporary Commissioner: []
32. Other final terms: [Not Applicable/give details]
(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

DISTRIBUTION

33. (i) If syndicated, names and addresses of Managers and underwriting commitments: *(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)*
- (ii) Date of [Subscription Agreement] []*
- (iii) Stabilising Manager: []
34. If non-syndicated, name and address of Dealer/Manager: []
35. [Total commission and concession: [●] per cent. of the Aggregate Nominal Amount]*
36. US Selling Restrictions: [Reg. S Compliance Category; TEFRA C/TEFRA D/TEFRA not applicable]

*Applicable only to securities with a denomination of less than EUR 50,000.

37. Non-exempt Offer: [Not Applicable] [An offer of the Instruments may be made by the Managers [and *[specify, if applicable]*] other than pursuant to Article 3(2) of the Prospectus Directive in *[specify relevant Member State(s) — which must be jurisdictions where the Base Prospectus and any supplements have been passported]* (**Public Offer Jurisdictions**) during the period from *[specify date]* until *[specify date]*(**Offer Period**). See further Paragraph 10 of Part B below*
38. Additional Selling Restrictions: [Not Applicable/give details]
- CREDIT LINKED INSTRUMENTS:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
39. General
- (i) Redemption Amount: [Express per Specified Denomination]
 - (ii) Trade Date: []
 - (iii) Scheduled Termination Date: [The day falling five Business days prior to the Scheduled Maturity Date/specify other]
 - (iv) Calculation Agent responsible for making calculations and determinations pursuant to Condition 6 []
 - (v) Calculation Agent City: []
- Credit Provisions
- (vi) Reference Entity(ies): []
 - (vii) Reference Obligation(s): []
- [The obligation[s] identified as follows:
- Primary Obligor: []
 - Guarantor: []
 - Maturity: []
 - Coupon: []
- CUSIP/ [[]]
ISIN:
- [The obligation] identified as follows:
- (viii) “All Guarantees”: [Applicable/Not Applicable]
— Provisions relating to Qualifying Guarantee and Underlying Obligation: Condition 6(n) [Applicable/Not Applicable]

- (ix) Credit Events: [Bankruptcy]
[Failure to Pay]
[Grace Period Extension (Condition 6(e))]
[Applicable/Not Applicable]
If Applicable:
Grace Period: []
[Obligation Acceleration]
[Obligation Default]
[Repudiation/Moratorium]
[Maturity Date Extension: Condition 6(f):]
[Applicable/Not Applicable]]
[Restructuring]
— Provisions relating to Restructuring Credit Event:
Condition 6(k) [Applicable/Not Applicable]
— Provisions relating to Multiple Holder Obligation:
Condition 6(l) [Applicable/Not Applicable]
— [Restructuring Maturity Limitation and Fully
Transferable Obligation [Applicable/Not
Applicable]
— [Modified Restructuring Maturity Limitation and
Conditionally Transferable Obligation[Applicable/
Not Applicable]
[other]
- Default Requirement: []
- Payment Requirement: []
- (x) Conditions to Settlement: Notice of Publicly Available Information [Applicable/
Not Applicable]
[If Applicable:
Public Source(s): []]
(If other than in the definition in Condition 6(j))
Specified Number: []]
(If none specified, then it is deemed to be two)
- (xi) Obligations:
- Obligation Category
[select one only]: [Payment]
[Borrowed Money]
[Reference Obligations Only]
[Bond]
[Loan]
[Bond or Loan]
- Obligation Characteristics: [select all of which apply]:
[Not Subordinated]
[Specified Currency:
[specify currency] [Standard Specified Currencies]]
[Not Sovereign Lender]
[Not Domestic Current:]
[Domestic Currency means: [specify currency]]
[Not Domestic Law]
[Listed]
[Not Domestic Issuance]

Additional Obligation(s):	[]
(xii) Provisions relating to Monoline Insurer to Reference Entity:	Condition 6(m) [Applicable/Not Applicable]
(xiii) Excluded Obligation(s):	[]
(xiv) Whether redemption of the Instruments will be by (a) Cash Settlement or (b) Physical Delivery:	[Cash Settlement/Physical Delivery]
(xv) Accrual of interest upon Credit Event:	[Applicable/Not Applicable]
(xvi) Merger Event: Condition 6(i):	[Applicable/Not Applicable]
If Applicable: Merger Event Redemption Date:	[]
[(xvii) Unwind Costs:	[Standard Unwind Costs/Not Applicable]
<i>Terms relating to Cash Settlement</i>	
(xviii) Credit Event Redemption Amount:	[Express per Specified Denomination]
(xix) Credit Event Redemption Date:	[] Business Days
(xx) Valuation Date:	[Single Valuation Date: [] Business Days] [Multiple Valuation Dates: [] Business Days; and each [] Business Days thereafter. Number of Valuation Date: []]
(xxi) Valuation Time:	[]
(xxii) Quotation Method:	[Bid/Offer/Mid-market]
(xxiii) Quotation Amount:	[[]/Representative Amount]
[(xxiv) Minimum Quotation Amount:	[]]
(xxv) Quotation Dealers:	[]
(xxvi) Quotations:	[Include Accrued Interest/Exclude Accrued Interest]
(xxvii) Valuation Method:	[Market/Highest] [Average Market/Highest/Average Highest] [Blended Market/Blended Highest] [Average Blended Market/Average Blended Highest]
(xxviii) Other terms or special conditions:	
<i>Terms relating to Physical Delivery</i>	
(xxix) Physical Settlement Period:	[] Business Days
(xxx) Asset Amount:	[Include Accrued Interest/Exclude Accrued Interest]
(xxxi) Settlement Currency:	[]

- | | | |
|----------|---|--|
| (xxxii) | Deliverable Obligations:
Deliverable Obligation
Category:

[<i>select one only</i>]:

Deliverable Obligation
Characteristics:

[<i>select all of which apply</i>]: | [Payment]

[Borrowed Money]
[Reference Obligations Only]
[Bond]
[Loan]
[Bond or Loan]

[Not Subordinated]
[Specified Currency:
[specify currency] [Standard Specified Currencies]
[Not Sovereign Lender]
[Not Domestic Currency]
[Domestic Currency means: [specify currency]
[Not Domestic Law]
[Listed]
[Not Contingent]
[Not Domestic Issuance]
[Assignable Loan]
[Consent Required Loan]
[Direct Loan Participant
[Qualifying Participant Seller: [insert details]
[Transferable]
[Maximum Maturity:
[]]
[Accelerated or Matured]
[Not Bearer]

Additional Deliverable
Obligations: |
| (xxxiii) | Excluded Deliverable Obligations: | [] |
| (xxxiv) | Indicative Quotations: | [Applicable/Not Applicable] |
| (xxxv) | Cut-Off Date: | [] |
| (xxxvi) | Delivery provisions for
Asset Amount (including
details of who is to make
such delivery if different
from Terms and
Conditions: | [] |
| (xxxvii) | Other terms or special conditions: | [] |

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] and admission to trading on [*specify regulated market*] of the Instruments described herein] pursuant to the €32,000,000,000 Programme for the Issuance of Debt Instruments of Santander International Debt, S.A. Unipersonal and Santander Issuances, S.A. Unipersonal guaranteed by Banco Santander, S.A.

RESPONSIBILITY

The Issuer [and the Guarantor] accept[s] responsibility for the information contained in these Final Terms. [*Relevant third party information*] has been extracted from [*specify source*]. [Each of the] [The] Issuers [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

CONFIRMED

**[SANTANDER INTERNATIONAL DEBT, S.A. UNIPERSONAL/SANTANDER ISSUANCES,
S.A. UNIPERSONAL]**

By:

Authorised Signatory

Date

BANCO SANTANDER, S.A.

By:

Authorised Signatory

Date

PART B — OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

[Application has been made by the Issuer (or on its behalf) for the Instruments to be listed on [the Official List of the Luxembourg Stock Exchange] and admitted to trading on [the Regulated Market of the Luxembourg Stock Exchange] with effect from [].]

[Application has been made by the Issuer (or on its behalf) for the Instruments to be listed on [the Official List of the Luxembourg Stock Exchange] and application is expected to be made by the Issuer (or on its behalf) for the Instruments to be admitted to trading on [the Regulated Market of the Luxembourg Stock Exchange] with effect from [].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original Instruments are already listed and admitted to trading.)

2. RATINGS

The Instruments to be issued have been rated:

[S&P: []]

[Moody's: []]

[Fitch: []]

[[Other]: []]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Instruments of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. [May be satisfied by the inclusion of the following statement:

“Save as discussed in [paragraph 5.4.3] (“Placing and Underwriting”) of the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Instruments has an interest material to the offer.”]

*[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]]**

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[[i)] Reasons for the offer

[]

(See [“Use of Proceeds”] wording in Base Prospectus — if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]

[(ii)] Estimated net proceeds:

[]

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)]**

*[Applicable only to securities with a denomination of less than EUR 50,000]

[(iii)] Estimated total expenses⁽⁵⁾

[]

[Include breakdown of expenses.]

*(If the Instruments are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)***

5. **[[Fixed Rate Instruments only — YIELD**

Indication of yield:

[]

Calculated as *[include details of method of calculation in summary form]* on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]]*

6. **[Floating Rate Instruments only — HISTORIC INTEREST RATES**

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

7. **[Index-Linked or other viable-linked Instruments only — PERFORMANCE OF INDEX/ FORMULA/other variable, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS and other information concerning the underlying**

Need to include details of where past and future performance and volatility of the index/formula/ other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.] [Include other information concerning the underlying required by Paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]**

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information *[specify what information will be reported and where it can be obtained]*] [does not intend to provide post-issuance information].

8. **[Dual Currency Instruments only — PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

*Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]**

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

** Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies. See footnote 2 above]

(5) For securities of at least EUR 50,000 only the estimated total expenses related to admission to trading should be included.

* [Applicable only to securities with a denomination of less than EUR 50,000.]

9. OPERATIONAL INFORMATION

ISIN:	[]
Common Code:	[]
Any Clearing System other than Euroclear and Clearstream Banking, société anonyme, Luxembourg and the relevant identification numbers:	[]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes][No] [Note that the designation “yes” simply means that the Instruments are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Instruments will be recognized as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.][include this text if “yes” selected in which case the Instruments must be issued in NGN form]

10. TERMS AND CONDITIONS OF THE OFFER*

Offer Price:	[Issue Price][specify]
Conditions to which the offer is subject:	[Not Applicable/give details]
Description of the application process:	[Not Applicable/give details]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/give details]
Details of the minimum and/or maximum amount of application:	[Not Applicable/give details]
Details of the method and time limits for paying up and delivering the Instruments:	[Not Applicable/give details]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/give details]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/give details]
Categories of potential investors to which the Instruments are offered and whether tranche(s) have been reserved for certain countries:	[Not Applicable/give details]

*Applicable only to securities with a denomination of less than EUR 50,000.

Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:

[Not Applicable/*give details*]

Amount of any expenses and taxes specifically charged to the subscriber or purchaser:

[Not Applicable/*give details*]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.

[None/*give details*]

GUARANTEE BUILDING BLOCK

1. NATURE OF THE GUARANTEE

- 1.1 *A description of any arrangement intended to ensure that any obligation material to the issue will be duly serviced, whether in the form of guarantee, surety, Keep well Agreement, Mono-line Insurance policy or other equivalent commitment (hereafter referred to generically as “guarantees” and their provider as “guarantor” for convenience).*

Without prejudice to the generality of the foregoing, such arrangements encompass commitments to ensure obligations to repay debt securities and/or the payment of interest and the description shall set out how the arrangement is intended to ensure that the guaranteed payments will be duly serviced.

Banco Santander, S.A. (the “**Guarantor**” or the “**Bank**”) has executed and delivered a Deed of Guarantee (the “**Senior Guarantee**”) dated 14 November 2008 for the benefit of the Holders of Senior Instruments from time to time. The Guarantor shall, on an Issue by Issue basis, on or before the Issue Date of any Subordinated Instruments, for the benefit of Holders of Subordinated Instruments from time to time, execute and deliver a Deed of Guarantee (a “**Subordinated Guarantee**”). See the forms of the Guarantees under “Scope of the Guarantee” below.

2. SCOPE OF THE GUARANTEE

- 2.1 *Details shall be disclosed about the terms and conditions and scope of the guarantee. Without prejudice to the generality of the foregoing, these details should cover any conditionality on the application of the guarantee in the event of any default under the terms of the security and the material terms of any Mono-line Insurance or Keep well Agreement between the issuer and the guarantor. Details must also be disclosed of any guarantor’s power of veto in relation to changes to the security holder’s rights, such as is often found in Mono-line Insurance.*

The forms of Senior Guarantee and Subordinated Guarantee are as follows:

FORM OF SENIOR GUARANTEE

THIS DEED OF SENIOR GUARANTEE is made on 14 November 2008

BY

BANCO SANTANDER, S.A. (the “**Guarantor**”)

IN FAVOUR OF the Holders of the Senior Instruments referred to below and the Accountholders (as defined in the Deed of Covenant) in respect of the Senior Instruments (the “**Senior Accountholders**”).

WHEREAS:

- (A) Santander International Debt, S.A. Unipersonal (“**Santander International**” or the “**Issuer**”) and Santander Issuances, S.A. Unipersonal (“**Santander Issuances**” and together with Santander International the “**Issuers**”) have established a programme (the “**Programme**”) for the continuous issuance of debt instruments in an aggregate principal amount outstanding at any one time not exceeding Euro 32,000,000,000 (the “**Instruments**”), in connection with which they have entered into a dealership agreement (the “**Dealership Agreement**”) dated 14 November 2008 and made between the Issuers, the Guarantor and the Dealers named therein, and an issue and paying agency agreement (the “**Issue and Paying Agency Agreement**”) dated 14 November 2008 and made between, *inter alia*, the Issuers, the Guarantor and The Bank of New York Mellon, London Branch in its capacity as issue and paying agent (the “**Issue and Paying Agent**”) and have executed a deed of covenant (the “**Deed of Covenant**”) in respect of English law governed Instruments dated 14 November 2008.
- (B) The Guarantor has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by (i) Santander International under the English law governed Instruments issued by Santander International on or after the date of this Deed of Senior Guarantee (the “**Senior Instruments**”) and the Deed of Covenant and (ii) on an issue by issue basis, by Santander Issuances under the English law governed Instruments issued by Santander Issuances (the “**Subordinated Instruments**”) and the Deed of Covenant.

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

Unless otherwise defined herein or unless the context requires otherwise, expressions defined in the terms and conditions of the Instruments or the Deed of Covenant have the same meanings in this Deed of Senior Guarantee.

2. **GUARANTEE AND INDEMNITY**

2.1 The Guarantor hereby unconditionally and irrevocably guarantees:

- (a) to the Holder of each Senior Instrument the due and punctual payment of all sums expressed to be payable from time to time by the Issuer in respect of such Senior Instrument as and when the same become due and payable and accordingly undertakes to pay to such Holder, forthwith in the manner and currency prescribed by the relevant Senior Instrument for payments by the Issuer in respect thereof, any and every sum or sums which the Issuer is at any time liable to pay in respect of such Senior Instrument and which the Issuer has failed to pay; and
- (b) to each Senior Accountholder the due and punctual payment of all sums expressed to be payable from time to time by the Issuer to such Senior Accountholder under the Deed of Covenant as and when the same become due and payable and accordingly undertakes to pay to such Senior Accountholder, in the manner and currency prescribed by the Deed of Covenant for payments by the Issuer in respect of the Senior Instruments, any and every sum or sums which the Issuer is at any time liable to pay under the Deed of Covenant in respect of the Senior Instruments and which the Issuer has failed to pay.

- 2.2 The Guarantor undertakes to the Holder of each Senior Instrument and to each Senior Accountholder that, if any sum referred to in Clause 2.1 is not recoverable from the Guarantor thereunder for any reason whatsoever (including, without limitation, by reason of any Senior Instrument or Deed of Covenant (or any provision thereof) being or becoming void, unenforceable or otherwise invalid under any applicable law), then, notwithstanding that the same may have been known to such Holder or Accountholder, the Guarantor will, forthwith upon demand by such Holder or Accountholder, pay such sum by way of a full indemnity in the manner and currency prescribed by such Senior Instrument or (as the case may be) the Deed of Covenant. This indemnity constitutes a separate and independent obligation from the other obligations under this Deed of Senior Guarantee and shall give rise to a separate and independent cause of action.

3. **PRESERVATION OF RIGHTS**

- 3.1 The obligations of the Guarantor hereunder shall be deemed to be undertaken as principal obligor and not merely as surety.
- 3.2 The obligations of the Guarantor hereunder shall be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever and, in particular but without limitation, shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the Issuer's obligations under or in respect of any Senior Instrument or the Deed of Covenant and shall continue in full force and effect until all sums due from the Issuer in respect of the Senior Instruments and under the Deed of Covenant have been paid, and all other obligations of the Issuer thereunder or in respect thereof have been satisfied, in full.
- 3.3 Neither the obligations expressed to be assumed by the Guarantor herein nor the rights, powers and remedies conferred upon the Holders of Instruments and the Accountholders by this Deed of Senior Guarantee or by law shall be discharged, impaired or otherwise affected by:
- (a) the winding up or dissolution of the Issuer or analogous proceedings in any jurisdiction or any change in its status, function, control or ownership;
 - (b) any of the obligations of the Issuer under or in respect of any of the Senior Instruments or the Deed of Covenant being or becoming illegal, invalid or unenforceable;
 - (c) time or other indulgence being granted or agreed to be granted to the Issuer in respect of its obligations under or in respect of any of the Senior Instruments or the Deed of Covenant;
 - (d) any amendment to, or any variation, waiver or release of, any obligation of the Issuer under or in respect of any of the Senior Instruments or the Deed of Covenant or any security or other guarantee or indemnity in respect thereof; or
 - (e) any other act, event or omission which, but for this Clause 3.3, might operate to discharge, impair or otherwise affect the obligations expressed to be assumed by the Guarantor herein or any of the rights, powers or remedies conferred upon the Holders of the Senior Instruments, the Accountholders or any of them by this Deed of Senior Guarantee or by law.
- 3.4 Any settlement or discharge between the Guarantor and the Holders of the Senior Instruments, the Senior Accountholders or any of them shall be conditional upon no payment to the Holders of the Senior Instruments, the Senior Accountholders or any of them by the Issuer or any other person on the Issuer's behalf being avoided or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force and, in the event of any such payment being so avoided or reduced, the Holders of the Senior Instruments and the Senior Accountholders shall be entitled to recover the amount by which such payment is so avoided or reduced from the Guarantor subsequently as if such settlement or discharge had not occurred.
- 3.5 The obligations of the Guarantor are independent of those of the Issuer. The Guarantor shall remain liable as the principal and sole debtor hereunder pursuant to the terms of this Guarantee,

and shall not be able to demand that the Holders of the Senior Instruments exhaust any of their rights or take any legal action against the Issuer prior to taking action against the Guarantor.

- 3.6 No Holder of a Senior Instrument or Senior Accountholder shall be obliged before exercising any of the rights, powers or remedies conferred upon it by this Deed of Senior Guarantee or by law:

- (a) to make any demand of the Issuer, other than the presentation of the relevant Senior Instrument;
- (b) to take any action or obtain judgment in any court against the Issuer; or
- (c) to make or file any claim or proof in a winding up or dissolution of the Issuer,

and, save as aforesaid, the Guarantor hereby expressly waives, in respect of each Senior Instrument, presentment, demand, protest and notice of dishonour.

- 3.7 The Guarantor agrees that, so long as any sums are or may be owed by the Issuer in respect of the Senior Instruments or under the Deed of Covenant or the Issuer is under any other actual or contingent obligation thereunder or in respect thereof, the Guarantor will not exercise any right which the Guarantor may at any time have by reason of the performance by the Guarantor of its obligations hereunder:

- (a) to be indemnified by the Issuer;
- (b) to claim any contribution from any other guarantor of the Issuer's obligations under or in respect of the Senior Instruments or the Deed of Covenant;
- (c) to take the benefit (in whole or in part) of any security enjoyed in connection with any of the Senior Instruments or the Deed of Covenant by any Holder of a Senior Instrument or Senior Accountholder; or
- (d) to be subrogated to the rights of any Holder of a Senior Instrument or Senior Accountholder against the Issuer in respect of amounts paid by the Guarantor under this Deed of Senior Guarantee.

4. **STATUS**

The Guarantor undertakes that its obligations hereunder will at all times rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Guarantor save for those preferred by law.

5. **DELIVERY**

A duly executed original of this Deed of Senior Guarantee shall be delivered promptly after execution to the Issue and Paying Agent and such originals shall be held to the exclusion of the Guarantor until the date on which complete performance by the Guarantor of the obligations contained in this Deed of Senior Guarantee and in all Senior Instruments then outstanding from time to time occurs and no further Senior Instruments can be issued under the Programme. A certified copy of this Deed of Senior Guarantee may be obtained by the relevant Commissioner, any Holder of a Senior Instrument or any Senior Accountholder from the Issue and Paying Agent at its specified office at the expense of the relevant Commissioner or such Holder or Accountholder. Any Holder of a Senior Instrument or Senior Accountholder may protect and enforce his rights under this Deed of Senior Guarantee (in the courts specified in Clause 11 below) upon the basis described in the Deed of Covenant (in the case of an Accountholder) and a copy of this Deed of Senior Guarantee certified as being a true copy by a duly authorised officer of the Issue and Paying Agent without the need for production in any court of the actual records described in the Deed of Covenant or this Deed of Senior Guarantee. Any such certification shall be binding, except in the case of manifest error or as may be ordered by any court of competent jurisdiction, upon the Guarantor and all Holders of Senior Instruments and Senior Accountholders. This Clause shall not limit any right of any Holder of a Senior

Instrument or Senior Accountholder to the production of the originals of such records or documents or this Deed of Senior Guarantee in evidence.

6. **CONTRACTUAL CURRENCY**

The currency in which the relevant Senior Instrument, Coupons and Direct Rights are denominated or, if different, payable (the “**Contractual Currency**”) is the sole currency of account and payment for all sums payable by the Guarantor in respect of such Senior Instruments, Coupons and Direct Rights, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder of a Senior Instrument or Coupon or any Senior Accountholder in respect of any sum expressed to be due to it from the Guarantor hereunder shall only constitute a discharge to the Guarantor to the extent of the amount in the Contractual Currency which such Holder or Accountholder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder of a Senior Instrument or Coupon or any Accountholder in respect of the relevant Senior Instrument, Coupon or Direct Rights the Guarantor shall indemnify such Holder or Accountholder against any loss sustained by such Holder or Accountholder as a result. In any event, the Guarantor shall indemnify each such holder or Accountholder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate independent obligation from the Guarantor’s other obligations hereunder, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a Senior Instrument or Accountholder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Senior Instruments or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the Holder of a Senior Instrument or Accountholder and no proof or evidence of any actual loss will be required by the Guarantor.

7. **TERMS AND CONDITIONS OF THE INSTRUMENTS**

The Guarantor hereby undertakes to comply with and be bound by those provisions of the terms and conditions of the Instruments which relate to it.

8. **BENEFIT OF DEED OF SENIOR GUARANTEE**

- 8.1 This Deed of Senior Guarantee shall take effect as a deed poll for the benefit of the Holders of the Senior Instruments and the Senior Accountholders from time to time.
- 8.2 The obligations expressed to be assumed by the Guarantor herein shall enure for the benefit of each Holder of a Senior Instrument and Senior Accountholder, and each Holder of a Senior Instrument and Senior Accountholder shall be entitled severally to enforce such obligations against the Guarantor upon the basis described in the Deed of Covenant.
- 8.3 The Guarantor may not assign or transfer all or any of its rights, benefits or obligations hereunder, provided, however, that the foregoing shall not preclude the Guarantor from merging or consolidating with, or transferring or otherwise assigning all or substantially all of its assets to, a banking organisation or any other entity permitted by applicable laws without obtaining any approval of such Holders of Senior Instruments.
- 8.4 This Guarantee is solely for the benefit of the Holders of Senior Instruments and is not separately transferable from the Instruments.
- 8.5 Except for those changes (a) which do not adversely affect the rights of Holders of Senior Instruments or (b) which are necessary or desirable to give effect to any one or more transactions referred to in the proviso to Clause 8.3 (in any of which cases no agreements will be required), this Guarantee shall be changed only by agreement in writing signed by the Guarantor with the prior approval of a resolution of each Syndicate of Holders of the Instruments.

- 8.6 Any Senior Instruments issued under the Programme on or after the date of this Deed of Senior Guarantee shall have the benefit of this Deed of Senior Guarantee but shall not have the benefit of any subsequent guarantee relating to the Programme (unless expressly so provided in any such subsequent guarantee).

9. **PARTIAL INVALIDITY**

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

10. **NOTICES**

- 10.1 All communications to the Guarantor hereunder shall be made in writing (by letter, telex or fax) and shall be sent to the Guarantor at:

Banco Santander, S.A.
Ciudad Grupo Santander
Edificio Encinar, Planta O
Avenida de Cantabria, s/n
28660 Boadilla del Monte
Madrid
Spain

Fax: +34 91 257 1473

Attention: Emisiones Corporativas

or to such other address or fax number or for the attention of such other person or department as the Guarantor has notified to the Holders of the Senior Instruments in the manner prescribed for the giving of notices in connection with the Senior Instruments.

- 10.2 Every communication sent in accordance with Clause 10.1 shall be effective upon receipt by the Guarantor *provided that* any such notice or communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the Guarantor.

11. **LAW AND JURISDICTION**

- 11.1 Save for Clause 4 (*Status*) which shall be governed by Spanish law, this Deed of Senior Guarantee and all non-contractual obligations arising out of or in connection with it are governed by English law.
- 11.2 The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”), arising from or in connection with this Deed of Senior Guarantee (including a dispute relating to the existence, validity or termination of this Deed of Senior Guarantee or any non-contractual obligation arising out of or in connection with this Deed of Senior Guarantee) or the consequences of its nullity.
- 11.3 The Guarantor agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- 11.4 Clause 11.2 is for the benefit of the Holders of the Senior Instruments and the Senior Accountholders only. As a result, nothing in this Clause 11 (*Law and Jurisdiction*) prevents the Holders of the Senior Instruments and the Senior Accountholders from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, the Holders of the Senior Instruments and the Senior Accountholders may take concurrent Proceedings in any number of jurisdictions.
- 11.5 The Guarantor agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Banco Santander, S.A., London Branch at 2 Triton Square, Regent’s Place, London, NW1 3AN

or, if different, any address of the Guarantor in Great Britain at which process may be served on it in accordance with Part XXIII of the Companies Act 1985 (as modified or re-enacted from time to time). If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Guarantor, the Guarantor shall, on the written demand of any Holder of a Senior Instrument or Senior Accountholder addressed and delivered to the Guarantor appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Holder of a Senior Instrument or Senior Accountholder shall be entitled to appoint such a person by written notice addressed and delivered to the Guarantor. Nothing in this paragraph shall affect the right of any Holder of a Senior Instrument or Senior Accountholder to serve process in any other manner permitted by law. This Clause applies to Proceedings in England and to Proceedings elsewhere.

IN WITNESS whereof this Deed of Senior Guarantee has been executed as a deed by a duly authorised attorney on behalf of the Guarantor and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed
by **BANCO SANTANDER, S.A.**
By:

FORM OF SUBORDINATED GUARANTEE

THIS DEED OF SUBORDINATED GUARANTEE is made on [on or before relevant Issue Date]
BY

(1) **BANCO SANTANDER, S.A.** (the “**Guarantor**”)

IN FAVOUR OF

- (2) THE HOLDERS for the time being and from time to time of the Subordinated Instruments referred to below (each a “*Holder*” of a Subordinated Instrument); and
- (3) **THE ACCOUNTHOLDERS** (as defined in the Deed of Covenant described below) (together with the Holders, the “**Beneficiaries**”).

WHEREAS:

(A) Santander International Debt, S.A. Unipersonal (“**Santander International**”) and Santander Issuances, S.A. Unipersonal (“**Santander Issuances**”) (each, an “**Issuer**” and together, the “**Issuers**”) have established a programme (the “**Programme**”) for the continuous issuance of debt instruments in an aggregate principal amount outstanding at any one time not exceeding Euro 32,000,000,000 (the “**Instruments**”), in connection with which they have entered into a dealership agreement (the “**Dealership Agreement**”) dated 14 November 2008 and made between the Issuers, the Guarantor and the Dealers named therein, and an issue and paying agency agreement (the “**Issue and Paying Agency Agreement**”) dated 14 November 2008 and made between, *inter alia*, the Issuers and The Bank of New York Mellon, London Branch in its capacity as issue and paying agent (the “**Issue and Paying Agent**”) and have executed a deed of covenant (the “**Deed of Covenant**”) in respect of English law governed Instruments dated 14 November 2008.

(B) The Guarantor has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by (i) Santander Issuances under the [●] Subordinated Instruments due [●] issued by Santander Issuances (the “**Subordinated Instruments**”) and, on an issue by issue basis any other subordinated instruments issued by Santander Issuances under the Programme, and the Deed of Covenant and (ii) by Santander International under the English law governed Instruments issued by Santander International on or after the date of the Deed of Senior Guarantee executed by the Guarantor on 14 November 2008 (the “**Senior Instruments**”) and the Deed of Covenant.

NOW THIS DEED OF SUBORDINATED GUARANTEE WITNESSES as follows:

1. **Interpretation**

1.1 **Definitions:**

In this Deed of Subordinated Guarantee the following expressions have the following meanings:

“**Conditions**” means the terms and conditions of the Subordinated Instruments, and any reference to a numbered “**Condition**” is to the correspondingly numbered provision thereof;

“**person**” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

1.2 **Other defined terms**

Unless otherwise defined herein or unless the context requires otherwise, expressions defined in the Conditions or the Deed of Covenant have the same meanings in this Deed of Subordinated Guarantee.

1.3 **Clauses**

Any reference in this Deed of Subordinated Guarantee to a Clause is, unless otherwise stated, to a clause hereof.

1.4 **Headings**

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Deed of Subordinated Guarantee.

2. **Subordinated Guarantee and Indemnity**

2.1 **Subordinated Guarantee**

The Guarantor hereby unconditionally and irrevocably guarantees:

2.1.1 to the Holder of each Subordinated Instrument the due and punctual payment of all sums from time to time payable by the Issuer in respect of such Subordinated Instrument as and when the same become due and payable and accordingly undertakes to pay to such Holder, in the manner and currency prescribed by the Conditions for payments by the Issuer in respect of the Subordinated Instruments, any and every sum or sums which the Issuer is at any time liable to pay in respect of such Subordinated Instrument and which the Issuer has failed to pay, subject to the provisions of Clause 4.7; and

2.1.2 to each Accountholder the due and punctual payment of all sums from time to time payable by the Issuer to such Accountholder in respect of the Direct Rights as and when the same become due and payable and accordingly undertakes to pay to such Accountholder, in the manner and currency prescribed by the Conditions for payments by the Issuer in respect of the Subordinated Instruments, any and every sum or sums which the Issuer is at any time liable to pay to such Accountholder in respect of the Subordinated Instruments and which the Issuer has failed to pay, subject to the provisions of Clause 4.7.

2.2 **Indemnity**

The Guarantor irrevocably and unconditionally agrees as a primary obligation to indemnify each Beneficiary from time to time from and against any loss incurred by such Beneficiary as a result of any of the obligations of the Issuer under or pursuant to any Subordinated Instrument, the Deed of Covenant or any provision thereof being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to such Beneficiary or any other person, the amount of such loss being the amount which such Beneficiary would otherwise have been entitled to recover from the Issuer. Any amount payable pursuant to this indemnity shall be payable in the manner and currency prescribed by the Conditions for payments by the Issuer in respect of the Subordinated Instruments, but subject always to the provisions of Clause 4.7. This indemnity constitutes a separate and independent obligation from the other obligations under this Deed of Subordinated Guarantee and shall give rise to a separate and independent cause of action.

3. **Compliance with Conditions**

The Guarantor covenants in favour of each Beneficiary that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

4. **Preservation of Rights**

4.1 **Principal obligor**

The obligations of the Guarantor hereunder shall be deemed to be undertaken as principal obligor and not merely as surety.

4.2 **Continuing obligations**

The obligations of the Guarantor herein contained shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the Issuer's obligations under or in respect of any Subordinated Instrument or the Deed of Covenant and shall continue in full force and effect until all sums due from the Issuer in respect of the Subordinated Instruments and under the Deed of Covenant have been paid, and all other actual or contingent obligations of the Issuer thereunder or in respect thereof have been satisfied, in full.

4.3 *Obligations not discharged*

Neither the obligations of the Guarantor herein contained nor the rights, powers and remedies conferred upon the Beneficiaries by this Deed of Subordinated Guarantee or by law shall be discharged, impaired or otherwise affected by:

- 4.3.1 the winding up, dissolution, administration or re-organisation of the Issuer or any change in its status, function, control or ownership;
- 4.3.2 any of the obligations of the Issuer under or in respect of the Subordinated Instruments or the Deed of Covenant being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 4.3.3 time or other indulgence being granted or agreed to be granted to the Issuer in respect of any of its obligations under or in respect of the Subordinated Instruments or the Deed of Covenant;
- 4.3.4 any amendment to, or any variation, waiver or release of, any obligation of the Issuer under or in respect of the Subordinated Instruments or the Deed of Covenant or any security or other guarantee or indemnity in respect thereof; or
- 4.3.5 any other act, event or omission which, but for this sub-clause, might operate to discharge, impair or otherwise affect the obligations expressed to be assumed by the Guarantor herein or any of the rights, powers or remedies conferred upon the Beneficiaries or any of them by this Deed of Subordinated Guarantee or by law.

4.4 *Settlement conditional*

Any settlement or discharge between the Guarantor and the Beneficiaries or any of them shall be conditional upon no payment to the Beneficiaries or any of them by the Issuer or any other person on the Issuer's behalf being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application for the time being in force and, in the event of any such payment being so avoided or reduced, the Beneficiaries shall be entitled to recover the amount by which such payment is so avoided or reduced from the Guarantor subsequently as if such settlement or discharge had not occurred.

4.5 *Exercise of Rights*

No Beneficiary shall be obliged before exercising any of the rights, powers or remedies conferred upon it by this Deed of Subordinated Guarantee or by law:

- 4.5.1 to make any demand of the Issuer, save for the presentation of the relevant Subordinated Instrument;
- 4.5.2 to take any action or obtain judgment in any court against the Issuer; or
- 4.5.3 to make or file any claim or proof in a winding up or dissolution of the Issuer, and (save as aforesaid) the Guarantor hereby expressly waives presentment, demand, protest and notice of dishonour in respect of each Subordinated Instrument.

4.6 *Deferral of Guarantor's Rights*

The Guarantor agrees that, so long as any sums are or may be owed by the Issuer in respect of the Subordinated Instruments or under the Deed of Covenant or the Issuer is under any other actual or contingent obligation thereunder or in respect thereof, the Guarantor will not exercise any rights which the Guarantor may at any time have by reason of the performance by the Guarantor of its obligations hereunder:

- 4.6.1 to be indemnified by the Issuer;
- 4.6.2 to claim any contribution from any other guarantor of the Issuer's obligations under or in respect of the Subordinated Instruments or the Deed of Covenant; or
- 4.6.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Beneficiary against the Issuer in respect of amounts paid by the

Guarantor under this Deed of Subordinated Guarantee or any security enjoyed in connection with the Subordinated Instruments or the Deed of Covenant by any Beneficiary.

4.7 **Status and Covenants**

4.7.1 This Deed of Subordinated Guarantee constitutes direct, unconditional subordinated and unsecured obligations of the Guarantor.

4.7.2 The Guarantor undertakes that its obligations hereunder will at all times rank (in relation to the Subordinated Instruments) as described in Condition 3.04.

5. **Deposit of Deed of Subordinated Guarantee**

This Deed of Subordinated Guarantee shall be deposited with and held by the Issue and Paying Agent until after all the obligations of the Issuer under or in respect of the Subordinated Instruments and the Deed of Covenant have been discharged in full. The Guarantor hereby acknowledges the right of every Beneficiary and the relevant Commissioner to the production of this Deed of Subordinated Guarantee.

6. **Contractual Currency**

The currency in which the relevant Subordinated Instrument is denominated or, if different, payable (the “**Contractual Currency**”) is the sole currency of account and payment for all sums payable by the Guarantor in respect of the Subordinated Instruments, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Beneficiary in respect of any sum expressed to be due to it from the Guarantor hereunder shall only constitute a discharge to the Guarantor to the extent of the amount in the Contractual Currency which such Beneficiary is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Beneficiary in respect of the relevant Subordinated Instrument the Guarantor shall indemnify such Beneficiary against any loss sustained by such Beneficiary as a result. In any event, the Guarantor shall indemnify each such Beneficiary against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate independent obligation from the Guarantor’s other obligations hereunder, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Beneficiary and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Subordinated Instruments or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the Beneficiary and no proof or evidence of any actual loss will be required by the Guarantor.

7. **Stamp Duties**

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which are payable upon or in connection with the execution and delivery of this Deed of Subordinated Guarantee, and shall indemnify each Beneficiary against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result or arising out of or in relation to any failure to pay or delay in paying any of the same.

8. **Benefit of Deed of Subordinated Guarantee**

8.1 **Deed poll**

This Deed of Subordinated Guarantee shall take effect as a deed poll for the benefit of the Beneficiaries from time to time.

8.2 ***Benefit***

This Deed of Subordinated Guarantee shall enure to the benefit of each Beneficiary and its (and any subsequent) successors and assigns, each of which shall be entitled severally to enforce this Deed of Subordinated Guarantee against the Guarantor upon the basis described in the Deed of Covenant.

8.3 ***Assignment***

The Guarantor shall not be entitled to assign or transfer all or any of its rights, benefits and obligations hereunder. Each Beneficiary shall be entitled to assign all or any of its rights and benefits hereunder, however the Subordinated Guarantee is not separately transferable from the Subordinated Instruments.

9. ***Partial Invalidity***

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

10. ***Notices***

10.1 ***Address for notices***

All notices and other communications to the Guarantor hereunder shall be made in writing (by letter, telex or fax) and shall be sent to the Guarantor at:

Ciudad Grupo Santander
Edificio Encinar, planta O
Avenida de Cantabria s/n
28660 Boadilla del Monte
Madrid
Spain

Fax: +34 91 257 1473
Attention: Emisiones Corporativas

or to such other address or fax number or for the attention of such other person or department as the Guarantor has notified to the Holders in the manner prescribed for the giving of notices in connection with the Subordinated Instruments.

10.2 ***Effectiveness***

Every notice or other communication sent in accordance with Clause 10.1 shall be effective upon receipt by the Guarantor *provided that* any such notice or other communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the Guarantor.

11. ***Law and Jurisdiction***

11.1 ***Governing law***

This Deed of Subordinated Guarantee and all non-contractual obligations arising out of or in connection with it are governed by English law save for Clause 4.7 which shall be governed by Spanish law.

11.2 ***English courts***

The courts of England have jurisdiction to settle any dispute (a “**Dispute**”) arising from or in connection with this Deed of Subordinated Guarantee (including a dispute relating to the existence, validity or termination of this Deed of Subordinated Guarantee or any non-contractual obligation arising out of or in connection with this Deed of Subordinated Guarantee) or the consequences of its nullity.

11.3 *Appropriate forum*

The Guarantor agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

11.4 *Rights of the Beneficiaries to take proceedings outside England*

Clause 11.2 is for the benefit of the Beneficiaries only. As a result, nothing in this Clause 11 prevents any Beneficiary from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, Beneficiaries may take concurrent Proceedings in any number of jurisdictions.

11.5 *Service of process*

The Guarantor agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to it at Banco Santander, S.A. London Branch at 2 Triton Square, Regent’s Place, London, NW1 3AN or at any other address of the Guarantor in Great Britain at which service of process may be served on it in accordance with Part XXIII of the Companies Act 1985. Nothing in this paragraph shall affect the right of any Beneficiary to serve process in any other manner permitted by law. This Clause applies to Proceedings in England and to Proceedings elsewhere.

12. **Modification**

Any modification of any provision of this Deed of Subordinated Guarantee may be made by supplemental deed poll if sanctioned by a resolution of the Syndicate of Holders of the Instruments.

IN WITNESS whereof this Deed of Subordinated Guarantee has been executed by the Guarantor and is intended to be and is hereby delivered on the date first before written.

EXECUTED as a deed
by **BANCO SANTANDER S.A.**
acting by {

REGISTERED OFFICES OF THE ISSUERS

Santander International Debt, S.A. Unipersonal

Ciudad Grupo Santander
Avenida de Cantabria, s/n
28660 Boadilla del Monte
Madrid
Spain

Santander Issuances, S.A. Unipersonal

Ciudad Grupo Santander
Avenida de Cantabria, s/n
28660 Boadilla del Monte
Madrid
Spain

REGISTERED OFFICE OF THE GUARANTOR

Banco Santander, S.A.

Paseo de Pereda 9-12
39004 Santander
Spain

HEAD OFFICE OF THE GUARANTOR

Banco Santander, S.A.

Ciudad Grupo Santander
Avda de Cantabria s/n
28660 Boadilla del Monte
Madrid
Spain

ARRANGERS

Morgan Stanley & Co. International plc

25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

Banco Santander, S.A.

Ciudad Grupo Santander
Avda. de Cantabria, s/n
28660 Boadilla del Monte
Madrid
Spain

DEALERS

Abbey National Treasury Services PLC

Abbey National House
2 Triton Square
Regents Place
London NW1 3AN
United Kingdom

Barclays Bank PLC

5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

Citigroup Global Markets Limited

Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Commerzbank Aktiengesellschaft

60, Gracechurch Street
London EC3V 0HR
United Kingdom

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

HSBC Bank plc

8 Canada Square
London E14 5HQ
United Kingdom

Morgan Stanley & Co. International plc

25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

Société Générale

29 Boulevard Haussman
75009 Paris
France

Banc of America Securities Limited

5 Canada Square
London E14 5AQ
United Kingdom

BNP PARIBAS

10 Harewood Avenue
London NW1 6AA
United Kingdom

Credit Suisse Securities (Europe) Limited

One Cabot Square
London E14 4QJ
United Kingdom

Goldman Sachs International

Peterborough Court
133 Fleet Street
London EC4A 2BB
United Kingdom

J.P. Morgan Securities Ltd.

125 London Wall
London EC2Y 5AJ
United Kingdom

Merrill Lynch International

Merrill Lynch Financial Centre
2 King Edward Street
London EC1A 1HQ
United Kingdom

Nomura International plc.

Nomura House
1 St. Martin's-le-Grand
London EC1A 4NP
United Kingdom

The Royal Bank of Scotland plc

135 Bishopsgate
London EC2M 3UR
United Kingdom

UBS Limited

1 Finsbury Avenue
London EC2M 2PP
United Kingdom

AUDITORS OF THE ISSUERS AND THE GUARANTOR

Deloitte S.L.

Plaza Pablo Ruiz Picasso, 1
Torre Picasso
28020 Madrid
Spain

ISSUE AND PAYING AGENT AND PRINCIPAL REGISTRAR

The Bank of New York Mellon, London Branch

One Canada Square
London E14 5AL

ALTERNATIVE REGISTRAR, LISTING AGENT AND PAYING AGENT

The Bank of New York (Luxembourg) S.A.

Aerogolf Centre IA
Hoehenhof
L-1736 Senningerberg
Grand Duchy of Luxembourg

LEGAL ADVISERS

To the Issuers and the Guarantor

As to Spanish Law

Natalia Butragueño

Ciudad Grupo Santander
Edificio Encinar
Avda de Cantabria s/n
28660 Boadilla del Monte
Madrid
Spain

To the Dealers

As to English law and Spanish law

Clifford Chance, S.L.

Paseo de la Castellana, 110
Madrid 28046
Spain

