Pursuant to article 2, paragraph 3, of Italian law No. 130 of 30 April 1999

Golden Bar (Securitisation) S.r.l.

(incorporated with limited liability under the laws of the Republic of Italy)

€ 266,650,000 Series A2 – 2014-2 Asset-Backed Fixed Rate Notes due October 2027

Issue price: 100 per cent.

€ 100,000 Series B2 – 2014-2 Asset-Backed Fixed Rate Notes due October 2027

Issue price: 100 per cent.

This prospectus (the "**Prospectus**") contains information relating to the issue by Golden Bar (Securitisation) S.r.l. (the "**Issuer**") of the Series 2 Notes (as defined below).

On 31 October 2012 (the "**Initial Issue Date**"), the Issuer has issued € 955,360,000 Class A – 2012-2 Asset-Backed Fixed Rate Notes due October 2027" (the "**Series A1 Notes**") and "€ 72,559,000 Class B – 2012-2 Asset-Backed Fixed Rate Notes due October 2027" (the "**Series B1 Notes**" and, together with the Series A1 Notes, the "**Series 1 Senior Notes**"). In connection with the Series 1 Senior Notes, the Issuer has issued "€ 181,398,000 Class C – 2012-2 Asset-Backed Notes due October 2027" (the "**Series C1 Notes** " and, together with the Series 1 Senior Notes, the "**Series 1 Notes**"). The Series C1 Notes have been subscribed by Santander Consumer Bank S.p.A., having its registered office at via Nizza, 262, 10126 Turin, Italy ("**Santander**" or the "**Originator**").

In addition, on 25 June 2014 (the "**Subsequent Issue Date**"), the Issuer will issue "€ 266,650,000 Series A2 – 2014-2 Asset-Backed Fixed Rate Notes due October 2027" (the "**Series A2 Notes**" and together with the Series A1 Notes, the "**Class A Notes**" and "€ 100,000 Series B2 – 2014-2 Asset-Backed Fixed Rate Notes due October 2027" (the "**Series B2 Notes**" and, together with the Series B1 Notes, the "**Class B Notes** "). The Series A2 Notes and the Series B2 Notes are collectively referred to as the "**Series 2 Senior Notes**", and together with the Series 1 Senior Notes, the "**Senior Notes**". In connection with the Series 2 Senior Notes, the Issuer will issue "€ 100,000 Series C2 – 2014-2 Asset-Backed Notes due October 2027" (the "**Series C2 Notes** " and together with the Series 2 Senior Notes, the "**Series 2 Notes**". The Series C1 Notes and the Series C2 Notes are together referred to as the "**Junior Notes**" or the "**Class C Notes**". All the Senior Notes and the Junior Notes issued at any relevant time by the Issuer shall be referred to as the "**Notes**". The Series C2 Notes will be subscribed by the Originator.

The Issuer is a limited liability company incorporated under the laws of the Republic of Italy under article 3 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the "**Securitisation Law**") having its registered office at via Principe Amedeo, 11, 10123 Turin, Italy. The Issuer is registered in the register of the special purpose vehicles held by the Bank of Italy (*albo delle società veicolo tenuto dalla Banca d'Italia ai sensi del Provvedimento del Governatore della Banca d'Italia del 29 aprile 2011*) under number 32474.9 and in the companies register held in Turin under number 13232920150.

This Prospectus is issued pursuant to article 2, paragraph 3 of the Securitisation Law and constitutes a *prospetto informativo* for the Series 2 Notes in accordance with the Securitisation Law. The Series C2 Notes are not being offered pursuant to this Prospectus. The proceeds of the issue of the Series 2 Notes will be applied by the Issuer to fund the purchase of a pool of monetary claims and other connected rights (the "**Subsequent Claims**") arising from a portfolio of consumer loans (i) collateralised by the assignment by the relevant Borrowers (as defined below) of up to one fifth of their salary (*prestiti assistiti da cessione del quinto*) (the "**CDQ Loans**") or (ii) repayable by way of a delegation of payment by the Borrower to the relevant Employer (as defined below) (*prestiti su delegazione di pagamento*) (the "**DP Loans**"; such DP Loans and such CDQ Loans collectively the "**Subsequent Loans**") granted by Santander through the Financial Intermediary, as defined below, (the "**Subsequent Portfolio**") and transferred from Santander to the Issuer on 28 May 2014 pursuant to the terms of a transfer agreement dated 7 September 2012, as amended on 30 October 2012 and 28 May 2014 between the Issuer and Santander (as from time to time amended and/or supplemented, the "**Transfer Agreement**"). The principal source of funds available to the Issuer for the payment of interest on and the repayment of principal of the Series 2 Notes will be collections received in respect of (i) a pool of monetary claims and other connected rights (the "**Initial Claims**" and together with the Subsequent Claims, the "**Claims**") arising from a portfolio of CDQ Loans and DP Loans (such CDQ Loans and such DP Loans collectively the "**Initial Loans**" and together with the Subsequent Loans the "**Loans**") granted by Santander through the Financial Intermediary, as defined below, (the "**Initial Portfolio**" and together with the Subsequent Portfolio, the "**Portfolio**") and transferred from Santander to the Issuer on 7 September 2012 pursuant to the terms of the Transfer Agreement and ancillary transfer agreements between the same parties dated the same date and (ii) the Subsequent Claims.

Interest on the Series 2 Notes is payable by reference to successive interest periods (each an "**Interest Period**"). Interest on the Series 2 Notes will accrue on a daily basis and will be payable in arrear in euro on 20 October 2014, being the first Interest Payment Date for the Series 2 Notes (as defined below), and thereafter in arrear on January, April (excluding July 2014), July and October in each year (in each case, subject to adjustment for non-business days as set out in Condition 6 (*Interest*)).

The rate of interest applicable to the Series A2 Notes and the Series B2 Notes for each Interest Period shall be 1.5 (one point five) per cent. per annum.

This Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Directive 2003/71/EC, as amended, to the extent that such amendments have been implemented in the relevant Member State of the European Economic Area (the "**Prospectus Directive**"). The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Series 2 Senior Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange or other regulated markets for the purposes of Directive 2004/39/EC or which are to be offered to the public in any Member State of the European Economic Area. Application has been made to the Irish Stock Exchange for the Series 2 Senior Notes to be admitted to the Official List and trading on its regulated market.

The Series A2 Notes are expected, on issue, to be rated, respectively, "A3" by Moody's Italia S.r.l. ("**Moody's**", which expression shall include any successors) and "A" by DBRS Ratings Limited ("**DBRS**", which expression shall include any successors and, together with Moody's, the "**Rating Agencies**"). The Series B2 Notes are expected, on issue, to be rated, respectively, "Ba1" by Moody's and "BB" by DBRS. **A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any one of the Rating Agencies.** The Series C2 Notes will not be assigned a rating. The credit ratings included or referred to in this Prospectus have been issued by Moody's or DBRS. As of the date of this Prospectus, each of DBRS and Moody's is established in the European Union and was registered on 31 October 2011 in accordance with Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended by Regulation (EU) No. 513/2011 of the European Parliament and of the Council of 11 May 2011 (the "**CRA Regulation**") and is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority (currently located at the following website address http://www.esma.europa.eu/page/List-registered-and-certified-CRAs, for the avoidance of doubt, such website does not constitute part of this Prospectus (the "**ESMA Website**").

Payments under the Series 2 Notes may be subject to withholding for or on account of tax, or to a substitute tax, in accordance with Italian legislative decree No. 239 of 1 April 1996, as subsequently amended. Upon the occurrence of any withholding for or on account of tax, whether or not in the form of a substitute tax, from any payments under the Series 2 Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount to any holder of Series 2 Notes of any Class.

The Series 2 Notes will be limited recourse obligations solely of the Issuer. In particular, the Series 2 Notes will not be obligations or responsibilities of, or guaranteed by, the Representative of the Noteholders, the Paying Agent, the Account Bank, the Corporate Services Provider, the Stichtingen Corporate Services Provider, the Computation Agent, the Subordinated Loan Provider, the Underwriter, the Arranger (each as defined in "*Key features – The principal parties*"), Santander (in any capacity) or the quotaholders of the Issuer. Furthermore, none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Series 2 Notes.

The Series 2 Notes will be issued in dematerialised form (*emesse in forma dematerializzata*) on the terms of, and subject to, the Conditions and will be held in such form on behalf of the beneficial owners, until redemption and cancellation thereof, by Monte Titoli S.p.A. with registered office at Piazza degli Affari, 6, 20123 Milan, Italy ("**Monte Titoli**") for the account of the relevant Monte Titoli Account Holders. The expression "**Monte Titoli Account Holders**" means any authorised institution entitled to hold accounts on behalf of their customers with Monte Titoli (and includes any Relevant Clearing System which holds an account with Monte Titoli or any depository banks appointed by the Relevant Clearstream System), Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**"). The Series 2 Notes will be deposited by the Issuer with Monte Titoli on the Subsequent Issue Date and, will at all times be in book entry form, and title to the Series 2 Notes will be evidenced by book entry in accordance with the provisions of article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998 and with the regulation issued by the Bank of Italy and the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") on 22 February 2008, as subsequently amended. No physical document of title will be issued in respect of the Series 2 Notes.

The Series 2 Notes will mature on the Interest Payment Date (as defined below) which falls in October 2027 (the "**Maturity Date**"), subject as provided in Condition 8 (*Payments*). Before the Maturity Date, the Series 2 Notes will be subject to mandatory and/or optional redemption in whole or in part in certain circumstances (as set out in Condition 7 (*Redemption, purchase and cancellation*)).

The Series A2 Notes will be redeemed in priority to the Series B2 Notes and the Series C2 Notes. The Series B2 Notes will be redeemed in priority to the Series C2 Notes. If the Series A2 Notes and/or the Series B2 Notes and/or the Series C2 Notes cannot be redeemed in full on the Maturity Date as a result of the Issuer having insufficient funds available to it in accordance with the terms and conditions of the Series 2 Notes (the "**Conditions**" and each, a "**Condition**") for application in or towards such redemption, including the proceeds of any sale of Claims or any enforcement of the Note Security (as defined below), any amount unpaid shall remain outstanding and the Conditions shall continue to apply in full in respect of the Series 2 Notes until the earlier of (i) the date on which the Series 2 Notes are redeemed in full and (ii) the Cancellation Date (as defined below), at which date any amounts remaining outstanding in respect of principal or interest on the Series 2 Notes shall be reduced to zero and deemed to be released by the holder of the relevant Series 2 Notes and the Series 2 Notes shall be cancelled. The Issuer has no assets other than the Claims and the Issuer's Rights (as defined below) as described in this Prospectus as well the claims and assets purchased, and the agreements entered into, by the Issuer in relation to the Previous Programme 2004, the Previous Programme 2009, the Previous Securitisation March 2011, the Previous Securitisation October 2011, the Previous Securitisation November 2011, the Previous Securitisation July 2012, the Previous Securitisation November 2013-1, the Previous Securitisation November 2013-2 and the Previous Securitisation June 2014-1 (all as defined below) which, however, do not constitute collateral for the Series 2 Notes and are not available to the Noteholders for any purpose.

The Originator will retain a material net economic interest of at least 5% in the Securitisation in accordance with 405(1)(d) of Regulation (EU) No. 575/2013 ("**Article 405**"). As at the Subsequent Issue Date, such interest will be comprised of an interest in the Series C2 Notes which is not less than 5% of the nominal value of the securitised exposures. Any change to this manner in which this interest is held will be notified to investors. Please refer to the section entitled "*405(1)(d) of Regulation (EU) No. 575/2013* " for further information. **For a discussion of certain risks and other factors that should be considered in connection with an investment in the Series 2 Senior Notes, see the section entitled** "***Risk factors***" **beginning on page 47.**

The date of this Prospectus is 24 June 2014.

ARRANGER

SANTANDER GLOBAL BANKING & MARKETS

This Prospectus comprises a prospectus for the purposes of article 5.3 of the Prospectus Directive and for the purpose of giving information with regard to the Issuer and the Series 2 Senior Notes which, according to the particular nature of the Issuer and the Series 2 Senior Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

None of the Issuer, the Representative of the Noteholders, Banco Santander, S.A. (in such capacity, the "**Arranger**") or any other party to any of the Transaction Documents (as defined below), other than the Originator, has undertaken or will undertake any investigations, searches or other actions to verify the details of the Claims sold, or to be sold, by the Originator to the Issuer, nor have the Issuer, the Representative of the Noteholders or any other party to any of the Transaction Documents, other than the Originator, undertaken, nor will they undertake, any investigations, searches or other actions to establish the creditworthiness of any debtor in respect of the Claims.

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect the import of such information. The Issuer, having made all reasonable enquiries, confirms that this Prospectus contains or incorporates all information which is material in the context of the issuance and offering of the Series 2 Notes, that the information contained or incorporated in this Prospectus is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this Prospectus are honestly held and that there are no other facts, the omission of which would make this Prospectus or any of such information or the expression of any such opinions or intentions misleading. The Issuer accepts responsibility accordingly.

Santander has provided the information under the sections headed "*The Portfolio*" and "*The Originator and the Servicer*" below and any other information contained in this document relating to itself and the Santander Consumer Bank banking group and "*The credit and collection policies*" below and any other information contained in this Prospectus relating to itself, the collection and underwriting procedures relating to the Portfolio, the relevant Claims and the relevant Loans (each as defined below) and, together with the Issuer, accepts responsibility for the information contained in those sections. Santander has also provided the historical data used as assumptions to make the calculations contained in the section headed "*Estimated weighted average life of the Series 2 Senior Notes and assumptions*" below on the basis of which the information and assumptions contained in the same section have been extrapolated and, together with the Issuer, accepts responsibility for such historical data. The Issuer accepts responsibility for the other information and assumptions contained in such section as described above. To the best of the knowledge of Santander (having taken all reasonable care to ensure that such is the case) the information and data in relation to which it is responsible as described above are in accordance with the facts and do not contain any omission likely to affect the import of such information and data. Santander also accepts responsibility for the information contained in the section of this Prospectus headed "*Compliance with Articles 404 To 409 of the CRR and Article 51 of the AIMFD 2 Regulation*" (but not, for the avoidance of doubt, any information set out in the sections referred to therein). To the best of the knowledge and belief of Santander, which has taken all reasonable care to ensure that such is the case, such information is in accordance with the facts and contains no omission likely to affect the import of such information.

The Bank of New York Mellon has provided the information under the section headed "*The Account Bank and the Paying Agent*" below and, together with the Issuer, accepts responsibility for the information contained in that section, and to the best of the knowledge and belief of The Bank of New York Mellon (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and contains no omission likely to affect its import. Save as aforesaid, The Bank of New York Mellon has not, however, been involved in the preparation of, and does not accept responsibility for, this Prospectus or any part hereof.

No person has been authorised to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of Santander (in any capacity), the Representative of the Noteholders, the Paying Agent, the Account Bank, the Corporate Services Provider, the Stichtingen Corporate Services Provider, the Computation Agent, the Subordinated Loan Provider, the Subsequent Underwriter, the Arranger or any other person. Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of any of the Series 2 Notes shall, under any circumstances, constitute a representation or imply that there has been no change in the affairs of the Issuer or the Originator or in the information contained herein since the date hereof or that the information contained herein is correct as at any time subsequent to the date hereof.

To the fullest extent permitted by law, the Arranger accepts no responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger, or on its behalf, in

connection with the Issuer or Santander or the issue and offering of the Series 2 Notes. The Arranger, accordingly, disclaims all and any liability, whether arising in tort or contract or otherwise (save as referred to above), which it might otherwise have in respect of this Prospectus or any such statement.

This Prospectus does not constitute an offer, and may not be used for the purpose of an offer to, or a solicitation by, anyone in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

The Representative of the Noteholders has not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, expressed or implied, is made and no responsibility or liability is accepted by the Representative of the Noteholders as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer or Santander in connection with the Series 2 Notes or their distribution.

The Series 2 Notes constitute limited recourse obligations of the Issuer. Each Series 2 Note will be secured, in each case, over certain of the assets of the Issuer pursuant to and as more fully described in the section entitled "*The other Transaction Documents*". Furthermore, by operation of Italian law, the Issuer's right, title and interest in and to the Claims will be segregated from all other assets of the Issuer and amounts deriving therefrom will only be available, both prior to and following a winding-up of the Issuer, to satisfy the obligations of the Issuer to the holders of the Notes, to pay any costs, fees, expenses and other amounts required to be paid to the Representative of the Noteholders, the Paying Agent, the Account Bank, the Corporate Services Provider, the Stichtingen Corporate Services Provider, the Computation Agent, the Subordinated Loan Provider, the Underwriters, the Arranger, Santander (in any capacity), the quotaholders of the Issuer and to any third-party creditor in respect of any costs, fees, expenses or liabilities incurred by the Issuer to such third-party creditor in relation to the securitisation of the Claims contemplated by the First Prospectus and this Prospectus (the "**Securitisation**"). Furthermore, none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Series 2 Notes. Amounts derived from the Claims will not be available to any other creditors of the Issuer and will be applied by the Issuer in accordance with the applicable order of priority for the application of Issuer Available Funds or Post-Enforcement Available Funds (as defined below) in accordance with the Conditions.

The distribution of this Prospectus and the offer, sale and delivery of Series 2 Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Arranger to inform themselves about, and to observe, any such restrictions. Neither this Prospectus nor any part of it constitutes an offer, and may not be used for the purpose of an offer to sell any of the Series 2 Notes, or solicitation of an offer to buy any of the Series 2 Notes, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

This Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, Santander, the Arranger that any recipient of this Prospectus should purchase any of the Series 2 Notes. Each investor contemplating purchasing Series 2 Notes should make its own independent investigation of the Claims, the Portfolio and of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

The Series 2 Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), are in bearer form and are subject to U.S. tax law requirements. Subject to certain exceptions, the Series 2 Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act). For a further description of certain restrictions on the offering and sale of the Series 2 Notes and on distribution of this Prospectus, see "*Subscription and sale*" below.

The Series 2 Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering circular nor any prospectus, form of application, advertisement, other offering material nor other information relating to the Issuer or the Series 2 Notes may be issued, distributed or published in any country or jurisdiction (including the Republic of Italy, the United Kingdom and the United States), except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations. No action has or will be taken which could allow an offering (*offerta al pubblico*) of the Series 2 Notes to the public in the Republic of Italy. For a further description of certain restrictions on offers and sales of the Series 2 Notes and the distribution of this Prospectus, see "*Subscription and sale*" below.

Each initial and each subsequent purchaser of a Series 2 Note will be deemed, by its acceptance of such Series 2 Note, to have made certain acknowledgements, representations and agreements intended to restrict the resale or

other transfer thereof as described in this Prospectus and, in connection therewith, may be required to provide confirmation of its compliance with such resale or other transfer restrictions in certain cases. See "*Subscription and sale*" below.

All references in this Prospectus to "**Euro**", "**€**" and "**euro**" refer to the currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

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KEY FEATURES

The following information is a summary of the transactions and assets underlying the Series 2 Notes. It has to be read as an introduction to this Prospectus and is qualified in its entirety by reference to the detailed information presented elsewhere in this Prospectus and in the Transaction Documents.

Certain terms used in this section, but not defined, may be found in other sections of this Prospectus, unless otherwise stated. An index of defined terms is contained at the end of this Prospectus, commencing on page 230.

1. THE PRINCIPAL PARTIES

Issuer

Golden Bar (Securitisation) S.r.l. (the "**Issuer**") is a limited liability company incorporated in the Republic of Italy under article 3 of Italian law No. 130 of 30 April 1999 (*Disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the "**Securitisation Law**"). The Issuer is registered with the companies register of Turin under number 13232920150 and with the register of the special purpose vehicles held by the Bank of Italy (*albo delle società veicolo tenuto dalla Banca d'Italia ai sensi del Provvedimento del Governatore della Banca d'Italia del 29 aprile 2011*) under number 32474.9. The registered office of the Issuer is at via Principe Amedeo, 11, 10123 Turin, Italy. The equity capital of the Issuer is held by Stichting Turin and Stichting Po River. See "*The Issuer*" below.

The Issuer has been established as a special purpose vehicle for the purposes of issuing asset-backed securities. The Issuer may carry out other securitisation transactions in addition to the one contemplated in this Prospectus, subject to certain conditions.

(a) In accordance with the Securitisation Law, the Issuer has already engaged in:

(b) a first securitisation transaction carried out in accordance with the Securitisation Law, completed on 22 December 2000 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of consumer loans acquired on a revolving basis from Santander (formerly Finconsumo Banca S.p.A.) and (ii) the issue of asset-backed notes in an aggregate amount of € 361,540,000;

(c) a second securitisation transaction carried out in accordance with the Securitisation Law completed on 28 June 2001 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of consumer loans acquired on a revolving basis from Santander (formerly Finconsumo Banca S.p.A.) and (ii) the issue of asset-backed notes in an aggregate amount of € 258,300,000;

(d) a securitisation transaction named "€ 2,500,000,000 Euro Medium Term Asset-Backed Notes Programme" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law in March 2008. In the context of such programme, the Issuer has issued asset-backed notes in an

aggregate amount of € 700,000,000.

(e) a securitisation transaction named "€ 2,500,000,000 Euro Medium Term Asset-Backed Notes Programme" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law in December 2008. In the context of such programme, the Issuer has issued asset-backed notes in an aggregate amount of € 750,000,000; and

(f) a securitisation transaction named "€2,500,000,000 Euro Medium Term Asset-Backed Notes Programme" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law in March 2004.

(g) All the notes set out above have been fully reimbursed by the Issuer and the relevant securitisation transactions have been unwound.

(h) In addition to this Securitisation, the Issuer is currently engaged in the following securitisation transactions:

(i) a securitisation transaction named "€ 2,500,000,000 Euro Medium Term Asset-Backed Notes Programme" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law in December 2009;

(j) a securitisation transaction completed in March 2011 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans (finanziamenti) consisting of vehicle loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of €600,000,000;

(k) a securitisation transaction completed in October 2011 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans (finanziamenti) consisting of purposes loans and personal loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of €950,000,000;

(l) a securitisation transaction completed in November 2011 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans (finanziamenti) consisting of vehicle loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of €750,058,000;

(m) a securitisation transaction completed on July 2012 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans consisting of consumer loans acquired from Santander and (ii) the issue of asset-backed notes in an aggregate amount of € 753,100,000;

(n) a securistisation transaction completed in November 2013 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans consisting of consumer loans acquired from Santander and (ii) the issue of up to Euro 1,000,000,000 asset-backed variable

funding notes.

(o) a securitisation transaction completed in November 2013 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans consisting of consumer loans acquired from Santander and (ii) the issue of Euro 254,820,000 asset-backed notes; and

(p) a securitisation transaction completed in June 2014 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans consisting of consumer loans directed to the acquisition of automobiles acquired from Santander and (ii) the issue of € 646,800,000 Class A-2014-1 Asset-Backed Floating Rate Notes due December 2030, € 30,100,000 Class B-2014-1 Asset-Backed Fixed Rate Notes due December 2030 and € 75,100,000 Class C-2014-1 Asset Backed Notes due December 2030.

On 7 September 2012 (the "**Initial Execution Date**"), the Issuer acquired a pool of monetary claims and other connected rights (the "**Initial Claims**") arising from a portfolio of consumer loans (i) collateralised by the assignment by the relevant Borrowers (as defined below) of up to one fifth of their salary (*prestiti assistiti da cessione del quinto*) (the "**CDQ Loans**") or (ii) repayable by way of a delegation of payment by the Borrower to the relevant Employer (*prestiti assistiti da delegazione di pagamento*) (the "**DP Loans**" and together with the CDQ Loans, the "**Initial Loans**"), granted by the Originator through the Financial Intermediary (as defined below) to customers residing in Italy (the "**Initial Portfolio**"). The payment of the purchase price of the Initial Claims has been financed by the issue of the Initial Notes.

On 28 May 2014 (the "**Subsequent Execution Date**"), the Issuer acquired an additional pool of monetary claims and other connected rights (the "**Subsequent Claims**") arising from a portfolio of CDQ Loans and DP Loans (the "**Subsequent Loans**"), granted by the Originator through the Financial Intermediary (as defined below) to customers residing in Italy (the "**Subsequent Portfolio**"). The Initial Loans and the Subsequent Loans together the "**Loans**", and the Initial Portfolio and the Subsequent Portfolio together the "**Portfolio**". The payment of the purchase price of the Subsequent Claims will be financed by the issue of the Series 2 Notes.

Stichting Turin Stichting Turin ("**Stichting Turin**") is a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Claude Debussylaan 24, 1082 MD Amsterdam, The Netherlands.

Stichting Po River Stichting Po River ("**Stichting Po River**" and, together with Stichting Turin, the "**Stichtingen**") is a Dutch foundation (*stichting*) established under the laws of The Netherlands, the statutory seat of which is at Claude Debussylaan 24, 1082 MD Amsterdam, The Netherlands.

Originator Santander Consumer Bank S.p.A. ("**Santander**") is a bank organised as a joint stock company under the laws of the Republic of Italy, the registered office of which is at via Nizza, 262, 10126 Turin, Italy, and

	which is registered under number 05634190010 with the companies register of Turin and with the register of banks (*albo delle banche*) held by the Bank of Italy pursuant to article 13 of Italian legislative decree No. 385 of 1 September 1993 (the "**Banking Act**") under number 5496. Santander is the parent company of the banking group named "*Gruppo Bancario Santander Consumer Bank*" registered with the register of banking groups (*albo dei gruppi bancari*) held by the Bank of Italy pursuant to article 64 of the Banking Act under number 3191.4 (the "**Santander Banking Group**"). See "*The Originator and Servicer*" below. Santander (or, in such capacity, the "**Originator**") sold the Claims to the Issuer pursuant to the terms of a transfer agreement dated the Initial Execution Date, and amended on 30 October 2012 and on the Subsequent Execution Date, between the Issuer and the Originator (as from time to time amended and/or supplemented, the "**Transfer Agreement**").
Representative of the Noteholders	BNY Mellon Corporate Trustee Services Limited, a limited liability company incorporated under the laws of England and Wales, whose registered office is at One Canada Square, London E14 5AL, United Kingdom, will be the representative of the holders of the Notes ("**Representative of the Noteholders**") pursuant to the Intercreditor Agreement (as defined below) dated 30 October 2012 (the "**Signing Date**") and amended on 20 June 2014 (the "**Subsequent Signing Date**").
Stichtingen Corporate Services Provider	Wilmington Trust SP Services (London) Limited, acting through its office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom, will be the corporate services provider to the Stichtingen (in such capacity, the "**Stichtingen Corporate Services Provider**"). Pursuant to the terms of a Stichtingen corporate services agreement dated the Signing Date, and amended on the Subsequent Signing Date, (the "**Stichtingen Corporate Services Agreement**"), the Stichtingen Corporate Services Provider has agreed to provide certain management, administrative and secretarial services to the Stichtingen. The Stichtingen Corporate Services Provider may be replaced by the Stichtingen subject to certain conditions and to the prior written consent of the Representative of the Noteholders.
Servicer	Santander (in such capacity, the "**Servicer**") will administer the Portfolio on behalf of the Issuer pursuant to the terms of a servicing agreement dated the Initial Execution Date, and amended on 30 October 2012 and the Subsequent Execution Date, between the Issuer and Santander as Servicer (the "**Servicing Agreement**").
Subordinated Loan Provider	Santander is the subordinated loan provider (in such capacity, the "**Subordinated Loan Provider**") pursuant to the terms of a subordinated loan agreement dated the Signing Date, and amended on the Subsequent Signing Date (the "**Subordinated Loan Agreement**") between the Issuer and the Subordinated Loan Provider. Pursuant to the Subordinated Loan Agreement, the Subordinated Loan Provider has granted to the Issuer on the Initial Issue Date a subordinated loan in an aggregate amount equal to € 54,418,925 (the "**Subordinated Loan**").

The Subordinated Loan will be repaid in accordance with the applicable Priority of Payments.

The Subordinated Loan was drawn down by the Issuer on the Initial Issue Date (as defined below) and an amount equal to € 30,232,925 was immediately credited to the Cash Reserve Account whilst an amount equal to € 24,186,000 was immediately credited to the Liquidity Reserve Account.

"**Servicer's Owner**" means the entity owning the entire share capital of Santander Consumer Bank S.p.A., such entity being, as at the Subsequent Execution Date, Santander Consumer Finance, S.A.

Computation Agent

The Bank of New York Mellon, a New York banking corporation acting through its London branch, whose office is at One Canada Square, London E14 5AL, United Kingdom, or any other person for the time being acting as such, will be the computation agent to the Issuer (in such capacity, the "**Computation Agent**") pursuant to the terms of an agency and accounts agreement dated the Signing Date, and amended on the Subsequent Signing Date, between the Issuer, the Representative of the Noteholders, the Computation Agent, the Account Bank and the Paying Agent (the "**Agency and Accounts Agreement**"). See "*The Agency and Accounts Agreement*" below.

Account Bank

The Bank of New York Mellon, a New York banking corporation acting through its London branch, whose office is at One Canada Square, London E14 5AL, United Kingdom, or any other person for the time being acting as such, will be the account bank to the Issuer in respect of certain bank accounts and a securities account of the Issuer (in such capacity, the "**Account Bank**"). The Account Bank has opened, and will maintain, certain bank accounts and a securities account in the name of the Issuer pursuant to the terms of the Issuer Account Bank Agreement entered into on the Signing Date, as amended on 20 June 2014 and will operate such accounts in the name and on behalf of the Issuer pursuant to the terms of the Agency and Accounts Agreement entered into on the Signing Date, as amended on 20 June 2014. In addition, the Account Bank will perform certain management functions on behalf of the Issuer. See "*The Issuer Account Bank Agreement*" and "*The Agency and Accounts Agreement*" below.

Paying Agent

The Bank of New York Mellon (Luxembourg) S.A., Italian Branch, or any other person for the time being acting as such, will be the paying agent (in such capacity, the "**Paying Agent**") pursuant to the terms of the Agency and Accounts Agreement. In addition to the above, the Paying Agent has opened, and will maintain, the Payments Account in the name of the Issuer and will operate such account in the name and on behalf of the Issuer.

See "*The Agency and Accounts Agreement*" below.

2. SUMMARY OF THE NOTES

The Notes

On 31 October 2012 (the "**Initial Issue Date**"), the Issuer has issued:

(a) the € 955,360,000 Series A1 – 2012-2 Asset-Backed Fixed Rate

Notes due October 2027 (the "**Series A1 Notes**");

(b) the € 72,559,000 Series B1 – 2012-2 Asset-Backed Fixed Rate Notes due October 2027 (the "**Series B1 Notes**" and, together with the Series A1 Notes, the "Series 1 **Senior Notes**"); and

(c) the € 181,398,000 Series C1 – 2012-2 Asset-Backed Notes due October 2027 (the "**Series C1 Notes**" and, together with the Series 1 Senior Notes, the "Series 1 **Notes**").

On 25 June 2014 (the "**Subsequent Issue Date**"), the Issuer will issue:

(a) the € 266,650,000 Series A2 – 2014-2 Asset-Backed Fixed Rate Notes due October 2027 (the "**Series A2 Notes**" and together with the Series A1 Notes, the "**Class A Notes**");

(b) the € 100,000 Series B2 – 2014-2 Asset-Backed Fixed Rate Notes due October 2027 (the "**Series B2 Notes**" and, together with the Series B1 Notes, the "**Class B Notes**"). The Series A2 Notes and the Series B2 Notes are collectively referred to as the "**Series 2 Senior Notes**" and together with the Series 1 Senior Notes, the "**Senior Notes**"; and

(c) the € 100,000 Series C2 – 2014-2 Asset-Backed Notes due October 2027 (the "**Series C2 Notes**" and, together with the Series 2 Senior Notes, the "**Series 2 Notes**"). The Series C1 Notes and the Series C2 Notes are together referred to as the "**Junior Notes**" or the "**Class C Notes**". All the Senior Notes and the Junior Notes shall be referred to as the "**Notes**".

"**Issue Date**" means (i) in respect of the Series 1 Notes, the Initial Issue Date, and (ii) in respect of the Series 2 Notes, the Subsequent Issue Date.

The Notes will constitute direct, secured, limited recourse obligations of the Issuer. It is not anticipated that the Issuer will make any profits from this transaction. The Notes will be governed by Italian law.

Form and denomination of the Notes

The authorised denomination of the Notes will be € 100,000 and integral multiples of € 1,000 in excess thereof.

The Notes are issued in dematerialised form (*emesse in forma dematerializzata*) on the terms of, and subject to, the Conditions and will be held in such form on behalf of the beneficial owners, until redemption and cancellation thereof, by Monte Titoli S.p.A. for the account of the relevant Monte Titoli Account Holders.

The Series 1 Notes were and the Series 2 Notes will be deposited by the Issuer with Monte Titoli respectively on 31 October 2012 and 25 June 2014 and will at all times be in book entry form, and title to the Notes will be evidenced by book entry in accordance with the provisions of article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998 and with the regulation issued by the Bank of Italy and the CONSOB on 22 February 2008, as subsequently amended. No physical document of title will be issued in respect of the Notes.

Ranking

In respect of the obligations of the Issuer to pay interest on and repay principal on the Notes, the terms and conditions of the Notes (the

"**Conditions**") and the Intercreditor Agreement provide that:

(i) in respect of the obligations of the Issuer to pay interest on the Notes prior to the service of an Issuer Acceleration Notice:

(A) the Class A Notes rank *pari passu* and without any preference or priority among themselves and in priority to the Class B Notes and the Junior Notes;

(B) the Class B Notes rank *pari passu* and without any preference or priority among themselves and in priority to the Junior Notes but subordinate to the Class A Notes; and

(C) the Junior Notes rank *pari passu* and without any preference or priority among themselves, but subordinate to the Senior Notes;

(ii) in respect of the obligations of the Issuer to repay principal on the Notes prior to the service of an Issuer Acceleration Notice:

(A) the Class A Notes rank *pari passu* and without any preference or priority among themselves and in priority to repayment of principal on the Class A Notes and the Junior Notes;

(B) the Class B Notes rank *pari passu* and without any preference or priority among themselves and in priority to repayment of principal on the Junior Notes and no amount of principal in respect of the Class B Notes shall become due and payable or be repaid until redemption in full of the Class A Notes; and

(C) the Junior Notes rank *pari passu* and without any preference or priority among themselves, but subordinate to repayment of principal on the Senior Notes and no amount of principal in respect of the Junior Notes shall become due and payable or be repaid until redemption in full of the Senior Notes;

provided that, for the sake of clarity, before the occurrence of a Principal Deficiency Trigger Event, payment of interest on the Class B Notes will rank in priority to repayment of principal on the Class A Notes.

(iii) in respect of the obligations of the Issuer to (a) pay interest and (b) repay principal on the Notes following the service of an Issuer Acceleration Notice or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(e) (*Optional redemption*) or Condition 7(f) (*Optional redemption for taxation, legal or regulatory reasons*):

(A) the Class A Notes, as to interest payments, will rank *pari passu* and without any preference or priority among themselves and in priority to (i) repayment of principal

on the Class A Notes and (ii) payment of interest and repayment of principal on the Class B Notes and the Junior Notes;

(B) the Class A Notes, as to principal payments, will rank *pari passu* and without any preference or priority among themselves but subordinate to payment of interest on the Class A Notes and in priority to payment of interest and repayment of principal on the Class B Notes and the Junior Notes;

(C) the Class B Notes, as to interest payments, will rank *pari passu* and without any preference or priority among themselves but subordinate to payment of interest and repayment of principal on the Class A Notes and in priority to (i) repayment of principal of Class B Notes and (ii) payment of interest and repayment of principal on the Junior Notes;

(D) the Class B Notes, as to principal payments, will rank *pari passu* and without any preference or priority among themselves but subordinate to (i) payment of interest and repayment of principal on the Class A Notes and (ii) repayment of principal of Class B Notes and in priority to payment of interest and repayment of principal on the Junior Notes; and

(E) the Junior Notes will rank *pari passu* and without any preference or priority among themselves, but subordinate to payment of interest and repayment of principal of the Senior Notes.

Limited recourse nature of the Issuer's obligations under the Notes

The Notes will constitute limited recourse obligations of the Issuer. The Noteholders of the Notes will have a claim against the Issuer only to the extent of (i) prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds available for such purposes in accordance with, the Pre-Enforcement Priority of Payments; and (ii) following the service of an Issuer Acceleration Notice, the Post-Enforcement Issuer Available Funds available for such purposes in accordance with Post-Enforcement Priority of Payments. The Notes will be secured over certain assets of the Issuer pursuant to the Note Security. The rights arising from the Note Security are included in each Note.

Costs

The costs of the transaction (with the exception of certain initial costs of setting up the transaction which will be paid by the Originator pursuant to the Underwriting Agreement) including the amounts payable to the various agents of the Issuer appointed in connection with the issue of the Notes, will be funded from the Issuer Available Funds and the Post-Enforcement Available Funds, as the case may be, and will therefore be included in the applicable Priority of Payments.

Interest on the Notes

The Class A Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at a rate equal to 1.5 (one point five) per cent. per annum.

The Class B Notes will bear interest on their Principal Amount Outstanding from and including the Issue Date at a rate equal to 1.5 (one point five) per cent. per annum.

The Junior Notes will bear interest in accordance with Conditions 6 (a) (*Interest Periods*) and 6 (d) (*Junior Notes Interest Amount and Junior Notes Additional Remuneration*).

Interest on each Class of Notes will be payable in euro in arrear on each Interest Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*).

"**Interest Payment Date**" means (a) prior to the service of an Issuer Acceleration Notice, 20 April, 20 July, 20 October and 20 January in each year (or, if any such date is not a Business Day, that date will be the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day), provided that 20 July 2014 will not constitute an Interest Payment Date and (b) following the service of an Issuer Acceleration Notice, the day falling 10 Business Days after the Accumulation Date (if any) or any other day on which any payment is due to be made in accordance with the Post-Enforcement Priority of Payments, the Conditions and the Intercreditor Agreement.

"**Business Day**" means a day on which banks are open for business in Milan, Dublin and London and which is a TARGET Settlement Day.

"**Principal Amount Outstanding**" means, on any day:

(a) in relation to each Class, the aggregate principal amount outstanding of all Notes in such Class; and

(b) in relation to a Note, the principal amount of that Note upon issue less the aggregate amount of all Principal Payments in respect of that Note which have become due and payable (and which have actually been paid) on or prior to that day.

"**Principal Payment**" has the meaning given in Condition 7(d) (*Principal Payments and Principal Amount Outstanding*).

Legal maturity date of the Notes

Save as described below and unless previously redeemed in full and cancelled as provided in Condition 7 (*Redemption, purchase and cancellation*), the Issuer shall redeem the Notes in full at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Interest Payment Date falling in October 2027 (the "**Maturity Date**").

If the Notes cannot be redeemed in full on the Maturity Date, as a result of the Issuer having insufficient funds for application in or towards such redemption, any amount unpaid shall remain outstanding and the Conditions shall continue to apply in full in respect of the Notes until the earlier of (i) the date on which the Notes are redeemed in full and (ii) the Cancellation Date, at which date, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Issuer, any amount outstanding, whether in respect of interest, principal or other

amounts in respect of the Notes, shall be finally and definitively cancelled.

The Issuer has no assets other than the Claims and the Issuer's Rights (as defined below) as described in this Prospectus as well the claims and assets purchased, and the agreements entered into, by the Issuer in relation to the Previous Programme 2009, the Previous Securitisation March 2011, the Previous Securitisation October 2011, the Previous Securitisation November 2011 and the Previous Securitisation July 2012, the Previous Securitisation November 2013-1, the Previous Securitisation November 2013-2 and the Previous Securitisation June 2014-1 (all as defined below) which, however, do not constitute collateral for the Notes and are not available to the Noteholders for any purpose.

Security for the Notes

By operation of Italian law, the Issuer's right, title and interest in and to the Claims will be segregated from all other assets of the Issuer and amounts deriving therefrom will only be available, both prior to and following a winding-up of the Issuer, to satisfy the obligations of the Issuer to the holders of the Class A Notes (the "**Class A Noteholders**"), the holders of the Class B Notes (the "**Class B Noteholders**" and, together with the Class A Noteholders, the "**Senior Noteholders**" and each a "**Senior Noteholder**") and the holders of the Junior Notes (the "**Junior Noteholders**" and, together with the Senior Noteholders, the "**Noteholders**" and each a "**Noteholder**") each of the Other Issuer Creditors and any third-party creditor to whom the Issuer has incurred costs, fees, expenses or liabilities in relation to the securitisation of the Claims (together, the "**Issuer Creditors**").

The Issuer will grant the following security:

(a) an Italian law deed of pledge to be executed on or around the Issue Date (the "**Italian Deed of Pledge**") pursuant to which the Issuer will create in favour of the Representative of the Noteholders for itself and on behalf of the Noteholders and the other Issuer Secured Creditors, an Italian law pledge over all monetary claims and rights and all the amounts (including payment for claims, indemnities, damages, penalties, credits and guarantees) to which the Issuer is entitled from time to time pursuant to the Italian Law Transaction Documents (other than the Mandate Agreement, the Conditions and the Italian Deed of Pledge); and

(b) an English law deed of charge and assignment to be executed on or around the Issue Date (the "**English Deed of Charge and Assignment**" and the security created thereunder, together with the security created under the Italian Deed of Pledge, the "**Note Security**") pursuant to which the Issuer will grant in favour of the Representative of the Noteholders for itself and as security trustee for the Noteholders and the other Issuer Secured Creditors, *inter alia*, an English law charge over (i) (A) the Accounts (other than the Payments Account), all its present and future right, title and interest in or to the Accounts (other than the Payments Account) and all amounts (including interest) now or in the future standing to the credit of, or accrued or accruing on

	the Accounts (other than the Payments Account) and (B) all its present (if any) and future right, title and interest in or to the cash, the debt securities or other debt instruments from time to time purchased by or on behalf of the Issuer pursuant to the Issuer Account Bank Agreement or to any monies deriving therefrom standing to the credit of any of the Accounts (other than the Payments Account); (ii) an English law assignment by way of security of all the Issuer's rights, title, interest and benefit present and future in, to and under the Issuer Account Bank Agreement and all other present and future contracts, agreements, deeds and documents governed by English law to which the Issuer is or may become a party in relation to the Notes, the Claims and the Portfolio; and (iii) a floating charge over all of the Issuer's assets which are subject to the charge and assignments described under (i) and (ii) above and not effectively assigned or charged by way of first fixed charge or assignment thereunder.
Intercreditor Agreement	On the Signing Date, the Issuer, the Representative of the Noteholders on its own behalf and on behalf of the Noteholders, the Paying Agent, the Computation Agent, the Account Bank, the Underwriter, Santander (in any capacity), the Corporate Services Provider, the Stichtingen Corporate Services Provider, the Arranger and the Servicer (with the exception of the Issuer and the Noteholders, but including any other entity which will be a party to the Intercreditor Agreement, the "**Other Issuer Creditors**") have entered into an intercreditor agreement (the "**Intercreditor Agreement**") pursuant to which the Other Issuer Creditors have agreed to the limited recourse nature of the obligations of the Issuer and to the Priority of Payments described below. The Intercreditor Agreement has been amended on the Subsequent Signing Date in respect of, *inter alia*, the purchase of the Subsequent Portfolio and the issuance of the Subsequent Notes. The Intercreditor Agreement is governed by Italian law.
Mandate Agreement	Pursuant to the terms of a mandate agreement dated the Signing Date (the "**Mandate Agreement**"), the Representative of the Noteholders is empowered to take such action in the name of the Issuer, following the delivery of an Issuer Acceleration Notice, as the Representative of the Noteholders may deem necessary to protect the interests of the Noteholders and the Other Issuer Creditors. The Mandate Agreement has been amended on the Subsequent Signing Date in respect of, *inter alia*, the purchase of the Subsequent Portfolio and the issuance of the Subsequent Notes. The Mandate Agreement is governed by Italian law.
Purchase of the Notes	The Issuer may not purchase any Notes at any time.
Listing of the Notes	Application has been made for the Series 2 Senior Notes to be listed on the Irish Stock Exchange. No application has been made to list the Junior Notes on any stock exchange.
Ratings	The Series A1 Notes are rated, on the Issue Date, respectively, "A3" by Moody's Italia S.r.l. ("**Moody's**", which expression shall include any successors) and "A" by DBRS Ratings Limited ("**DBRS**", which expression shall include any successors and, together with Moody's, the

"**Rating Agencies**"). The Series B1 Notes are rated, on the Additional Issue Date, "Ba1" Moody's and "BB" by DBRS.

The Series A2 Notes are expected, on issue, to be rated, respectively, "A3" by Moody's Italia S.r.l. ("**Moody's**", which expression shall include any successors) and "A" by DBRS Ratings Limited ("**DBRS**", which expression shall include any successors and, together with Moody's, the "**Rating Agencies**"). The Series B2 Notes are expected, on issue, to be rated "Ba1" Moody's and "BB" by DBRS.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any one of the Rating Agencies.

The Junior Notes will not be assigned a rating.

The credit ratings included or referred to in this Prospectus have been issued by Moody's or DBRS, each of which is established in the European Union and each of which has applied to be registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 as amended by Regulation (EU) No. 513/2011 of the European Parliament and of the Council of 11 May 2011 on credit rating agencies.

Selling restrictions There are restrictions on the sale of the Notes and on the distribution of information in respect thereof. See "*Subscription and sale*" below.

Governing law The Notes are governed by, and shall be construed in accordance with, Italian law. See "*Subscription and sale*" below.

3. THE PORTFOLIO

Transfer of the Claims On the Initial Execution Date and pursuant to the terms of the Transfer Agreement, the Originator sold to the Issuer without recourse (*pro soluto*) the Initial Claims arising from the Initial Portfolio in accordance with the Securitisation Law. The purchase price of the Initial Claims has been paid by the Issuer to the Originator on the Initial Issue Date using the net proceeds of the issue of the Series 1 Notes. See "*The Portfolio*" and "*The Transfer Agreement*" below.

On the Subsequent Execution Date and pursuant to the terms of the Transfer Agreement, the Originator will sell to the Issuer without recourse (*pro soluto*) the Subsequent Claims arising from the Subsequent Portfolio in accordance with the Securitisation Law. The purchase price of the Subsequent Claims will be paid by the Issuer to the Originator on the Subsequent Issue Date using the net proceeds of the issue of the Series 2 Notes.

On 17 June 2014, pursuant to article 18 of the Transfer Agreement, n. 866 single Claims ("**Re-Transferred Claims**")have been repurchased by the Originator from the Issuer pursuant to the exercise of an option right granted to the Originator by the Issuer pursuant to article 18 of the Transfer Agreement.

The Pools

Claims meeting the Criteria comprise the monetary claims arising from the Salary Assignments, the Delegations of Payment, the Guarantee, the INPS Guarantees, the Insurance Policies and the Related Security.

The Financial Intermediary

The Loans from which the Claims arise are granted and managed by Santander through Santander Consumer Unifin S.p.A., a company registered with the register and special register (*elenco speciale*) pursuant to respectively articles 106 and 107 of the Banking Act, held by the Bank of Italy (the "**Financial Intermediary**"). The relationship between Santander and the Financial Intermediary is regulated by a mandate agreement granted by Santander to the Financial Intermediary (the "**Financial Intermediary Agreement**").

"***Non Riscosso per Riscosso***" **Financial Guarantees**

Under the Financial Intermediary Agreement, the Financial Intermediary has, *inter alia*, granted to Santander a Guarantee (as defined below). Pursuant to the Guarantee, the Financial Intermediary is responsible for ensuring the full and timely payment of the outstanding amounts due under the Loans.

"**Salary Assignment**" means the assignment with recourse (*pro solvendo*) of up to one fifth of the Borrower's salary for the payment of the Instalments (as defined below) due under the CDQ Loans made in accordance with the Salary Assignment Act and the CDQ Loan Agreements.

"**Salary Assignment Act**" means the presidential decree No. 180 of 5 January 1950 (as amended and supplemented) and its implementing regulations contained in the presidential decree No. 895 of 28 July 1950.

"**Delegation of Payment**" means the mandate by the Borrower to the relevant Employer for the payment of the Instalments due under the DP Loans, pursuant to articles 1269 and 1723 of the Italian civil code or the Salary Assignment Act.

"**Guarantee**" means the "*non riscosso per riscosso*" guarantee in respect of the Loans (as defined below) granted by the Financial Intermediary to Santander under the Financial Intermediary Agreement, pursuant to which the Financial Intermediary is responsible for ensuring the full and timely payment of the outstanding amounts due under the Loans.

"**Related Security**" means any security, including real security, personal security as well as also any agreement creating a security, including any assumption of debt (*accollo*) (if any) – but excluding the Salary Assignments, the Delegations of Payments, the Guarantee, the Insurance Policies and the INPS Guarantees – which have been granted in connection with a Loan or to secure or ensure the payment and/or the repayment of the Loans, if any.

"**INPS Guarantee**" means each of the guarantees issued by INPS or, prior to its winding up, by INPDAP in respect of certain Loans covering the death risk (*rischio morte*) and the work-related risks (*rischi impiego*) of the relevant Borrower.

"**Insurance Policy**" means each of the insurance policies (including the

INPS Guarantee) issued in respect of certain Loans covering the death risk (*rischio morte*) and the work-related risks (*rischi impiego*) of the relevant Borrower.

"**Insurance Company**" means each of the companies (including INPS) which has issued an Insurance Policy.

Warranties in relation the Portfolio

Pursuant to the terms of a warranty and indemnity agreement dated the Initial Execution Date, as amended on 30 October 2012 and the Subsequent Execution Date, (the "**Warranty and Indemnity Agreement**") between the Originator and the Issuer, the Originator has given certain representations and warranties in favour of the Issuer in relation to the Portfolio and the Claims and has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of the Claims. In order to avoid any set-off risk, the Originator has warranted and represented that it has not, and it will not, open bank accounts with any of the Borrowers. See "*The Warranty and Indemnity Agreement*" below.

Servicing and collection procedures

Pursuant to the terms of the Servicing Agreement, the Servicer has agreed to administer and service the Portfolio on behalf of the Issuer and, in particular, to administer and manage each Claim as well as the relationship with any person who is a borrower under a Loan (a "**Borrower**") or any other debtors under each Loan (including, without limitation, INPS, the Insurance Companies, the entities responsible to pay to the relevant Borrower the severance pay treatment (TFR) or any other severance indemnities, the entities responsible to pay to the relevant Borrower the pension treatment (collectively, the "**Assigned Debtors**" and, each of them, an "**Assigned Debtor**").

"**Loans**" means the aggregate of the loans the Claims in respect of which are comprised in the Portfolio and "**Loan**" means any one of these.

Any monies received or recovered in respect of the Loans and related Claims (the "**Collections**") are initially paid to Santander in its capacity as Servicer and will remain in the accounts of Santander until transferred to the Collection Account of the Issuer. All Collections are required to be transferred by the Servicer into the Collection Account two Business Days following their receipt by the Servicer, excluding Collections collected from the Initial Valuation Date (excluded) or the Subsequent Valuation Date (excluded), as the case may be to the date of the Transfer Agreement, which shall be transferred into the Collection Account on the Issue Date.

Collections in respect of the Loans will be calculated by reference to successive three-month periods (each, a "**Collection Period**"). Each Collection Period will commence on (and include) a Collection Date and end on (but exclude) the next succeeding Collection Date, provided that the Collection Period commencing on 1 April 2014 will have a six month duration and will end on 30 September 2014.

"**Collection Date**" means 1 April, 1 July, 1 October and 1 January of each year, provided that 1 July 2014 shall not constitute a Collection

Date;

The Servicer has undertaken to prepare and submit to, *inter alia*, the Underwriter, the Computation Agent, the Representative of the Noteholders, the Rating Agencies, the Account Bank and the Issuer by no later than the date which is seven Business Days after the last day of each Collection Period (each such date, a "**Reporting Date**") reports (each, a **Servicer Report**") in the form set out in the Servicing Agreement and containing information as to the Portfolio and any Collections in respect of the preceding Collection Period.

Servicing fees

In return for the services provided by the Servicer in relation to the ongoing management of the Portfolio and as reimbursement of expenses, on each Interest Payment Date and in accordance with the applicable Priority of Payments, the Issuer will pay the Servicer the following amounts:

(a) a quarterly fee equal to 0,0625% (inclusive of VAT, where applicable) of the principal amount outstanding of the Claims (with the exception of those Claims which qualify as Defaulted Claims) on the first Business Day of the immediately preceding Collection Period, according to the information contained in the Servicer Report;

(b) a fee equal to 6% (inclusive of VAT, where applicable) of the Collections deriving from the Claims classified as Defaulted Claims (excluding any purchase price received in relation to the sale of any Defaulted Claims) during the immediately preceding Collection Period, according to the information contained in the Servicer Report; and

(c) an annual fee of € 13,000 plus value added tax (to the extent applicable) payable by the Issuer on the first Interest Payment Date of each year in connection with certain compliance and consultancy services provided by the Servicer pursuant to the Servicing Agreement.

"**Defaulted Claim**" means a Claim in relation to which any of the following events occurred (i) there are eight or more consecutive or inconsecutive Unpaid Instalments with reference to such Claim, or under which, following the relevant final maturity date, there is at least one instalment which is an Unpaid Instalment for eight or more months, provided that, for the purposes of this definition, payments received under the Guarantee are netted from the notional of such Claim; (ii) the Borrower of the relevant Loan died; or (iii) the Borrower of the relevant Loan lost his/her job.

"**Unpaid Instalment**" means an Instalment which, at a given date, is due but not fully paid and remains such for at least one calendar month following the date on which it should have been paid, under the terms of the relevant Loan.

The Servicing Agreement has been amended on 30 October 2012 and on the Subsequent Execution Date in respect of, inter alia, the purchase of

the Subsequent Portfolio and the issuance of the Subsequent Notes.

See "*The Servicing Agreement*" below.

4. THE ISSUER ACCOUNT BANK AGREEMENT AND THE AGENCY AND ACCOUNTS AGREEMENT

The Cash Accounts

Pursuant to the terms of the Issuer Account Bank Agreement, the Issuer has opened with the Account Bank:

(a) a euro-denominated current account into which the Servicer is required to deposit, *inter alia*, the Collections in accordance with the Servicing Agreement (the "**Collection Account**");

(b) a euro-denominated current account into which the Issuer is required to deposit, *inter alia*, available amounts on each Interest Payment Date under item (vii) of the Pre-Enforcement Priority of Payments (the "**Liquidity Reserve Account**");

(c) a euro-denominated current account into which the Issuer is required to deposit, *inter alia*, available amounts on each Interest Payment Date under item (xii) of the Pre-Enforcement Priority of Payments (the "**Cash Reserve Account**"); and

(d) a euro-denominated current account into which the Issuer will deposit € 30,000 on the Issue Date (the "**Expenses Account**" and, together with the Collection Account, the Liquidity Reserve Account and the Cash Reserve Account, the "**Cash Accounts**"). This account will then be replenished on each Interest Payment Date up to the Retention Amount (as defined below) and such amount will be applied by the Issuer to pay all fees, costs, expenses and taxes required to be paid in order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation.

Pursuant to the terms of the Issuer Account Bank Agreement, the Issuer has also opened with the Account Bank a securities account (the "**Eligible Investments Securities Account**") into which the Issuer will deposit all securities constituting Eligible Investments from time to time owned by it.

Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened with the Paying Agent a euro-denominated current account into which, *inter alia*, will be credited on the Business Day preceding each Interest Payment Date and any other Business Day on which any payment of principal and/or interest in respect of any of the Notes becomes due and payable, all the amounts standing to the credit of the Collection Account on the last day of the immediately preceding Collection Period (the "**Payments Account**" and, together with the Cash Accounts and the Eligible Investments Securities Account, the "**Accounts**").

The Issuer has also opened with Santander a euro-denominated bank

account (the "**Equity Capital Account**") into which the Issuer's equity capital will be required to be deposited for as long as any notes issued by the Issuer (including the Notes) are outstanding.

In accordance with the Securitisation Law, the Issuer is a special purpose vehicle for the purposes of issuing asset-backed securities and in the context of the Previous Programme 2009, the Previous Securitisation March 2011, the Previous Securitisation October 2011, the Previous Securitisation November 2011, the Previous Securitisation July 2012, the Previous Securitisation November 2013-1, Previous Securitisation November 2013-2 and the Previous Securitisation June 2014-1 (as defined below) has opened certain bank accounts. The sums standing from time to time to the credit of such bank accounts will not be available to the Issuer Creditors, because, pursuant to the Securitisation Law, the assets relating to each securitisation transaction will constitute assets segregated for all purposes from the assets of the Issuer and from the assets relating to other securitisation transactions. The assets relating to a particular securitisation transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to the general creditors of the Issuer.

Provisions relating to the Cash Accounts

Pursuant to the Issuer Account Bank Agreement, the Account Bank has agreed to provide the Issuer with certain services in connection with reporting requirements in relation to the monies from time to time standing to the credit of the Collection Account, the Cash Reserve Account, the Liquidity Reserve Account and the Expenses Account, including the preparation of statements of account on each Reporting Date (the "**Statement of the Cash Accounts**").

Pursuant to the Issuer Account Bank Agreement and the Agency and Accounts Agreement, the Account Bank has agreed to provide the Issuer with certain account management services, including the making of payments of amounts due from the Issuer out of amounts standing to the credit of the Cash Accounts.

Amounts standing to the credit of the Collection Account, the Liquidity Reserve Account and the Cash Reserve Account, during a Collection Period may be invested by the Issuer or by the Account Bank on behalf of the Issuer, upon instructions of Santander, in Eligible Investments.

If the Account Bank ceases to be an Eligible Institution:

(a) the Account Bank will notify the Rating Agencies thereof and use, by no later than 30 calendar days' from the date on which the relevant downgrading occurs, reasonable efforts to select a leading bank (a) approved by the Representative of the Noteholders; and (b) which is (i) an English depository institution or an English branch and (ii) an Eligible Institution, willing to act as successor Account Bank hereunder; and

(b) the Issuer will, by no later than 30 calendar days' from the date on which the relevant downgrading occurs:

(i) appoint the bank specified above as successor Account

Bank (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof);

(ii) open a replacement Collection Account, a replacement Cash Reserve Account, a replacement Liquidity Reserve Account, a replacement Expenses Account and a replacement Eligible Investments Securities Account with the successor Account Bank specified in (i) above;

(iii) transfer the balance standing to the credit of, respectively, the Collection Account, the Cash Reserve Account, the Liquidity Reserve Account and the Expenses Account to the credit of each of the relevant replacement accounts opened in accordance with the Issuer Account Bank Agreement;

(iv) transfer the units of money market funds, the debts securities and the other debt instruments purchased from time to time on behalf of the Issuer, assets or monies held in the existing Eligible Investments Securities Account to the replacement Eligible Investments Securities Account in accordance with the Issuer Account Bank Agreement;

(v) terminate the appointment of the Account Bank (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof); and

(vi) close the Collection Account, the Cash Reserve Account, the Expenses Account, the Liquidity Reserve Account and the Eligible Investments Securities Account and (if opened) the Additional Eligible Investments Securities Account once the steps under (i), (ii), (iii) and (iv) are completed,

provided that the administrative costs incurred with respect to the selection of a successor Account Bank (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Account Bank) under (a) above and the transfer of funds referred under (b) above shall be borne by the Account Bank.

Provisions relating to the Payments Account

Pursuant to the Agency and Accounts Agreement, the Paying Agent has agreed to provide the Issuer with (i) certain services for the purpose of, *inter alia*, establishing and maintaining the Payments Account and (ii) providing directions as to the payment, or making payment, of interest and the repayment of principal in respect of the Notes.

The Paying Agent must at all times be an Eligible Institution. If the Paying Agent ceases to be an Eligible Institution,

(a) the Paying Agent will notify the Representative of the Noteholders, the Issuer and the Rating Agencies thereof and will use, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs, commercially reasonable efforts to select a leading bank which is (i) an Italian depository institution or an Italian branch of a depository institution and (ii) an Eligible Institution willing to act as successor Paying Agent

hereunder; and

(b) the Issuer it will, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs:

(i) appoint that bank specified above as successor Paying Agent (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof);

(ii) open a replacement Payments Account with the successor Paying Agent specified in (i) above;

(iii) transfer the funds standing to the credit of, or deposited with, the Payments Account to the credit of the relevant replacement account set out above;

(iv) close the Payments Account once the steps under (i), (ii) and (iii) are completed; and

(v) terminate the appointment of the Paying Agent (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof) once the steps under (i), (ii), (iii) and (iv) are completed,

provided that the administrative costs incurred with respect to the selection of a successor Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Paying Agent) under (a) above shall be borne by the outgoing Paying Agent.

Computation Agency

Pursuant to the Agency and Accounts Agreement, the Computation Agent has agreed to provide the Issuer with certain calculation, notification and reporting services in relation to the Portfolio and the Notes. By no later than the third Business Day prior to each Interest Payment Date (each such date, a "**Calculation Date**), the Computation Agent will calculate, *inter alia*, the Issuer Available Funds, the Issuer Available Funds and the payments to be made under the Priority of Payments set out below and will prepare a report (the "**Payments Report**") setting forth each of the above amounts and will deliver the Payments Report to, *inter alios*, the Issuer, the Servicer, Santander, the Arranger, the Underwriter, the Corporate Services Provider, the Rating Agencies, the Paying Agent, the Account Bank and the Representative of the Noteholders.

In addition, the Computation Agent will prepare and deliver (by no later than 10 days after each Interest Payment Date or, if such day is not a Business Day, on the next succeeding Business Day) to, *inter alios*, the Issuer, the Servicer, the Representative of the Noteholders, the Underwriter and the Rating Agencies a report substantially in the form set out in the Agency and Accounts Agreement (the "**Investor Report**") containing details of, *inter alia*, the Portfolio, amounts received by the Issuer from any source during the preceding Collection Period and amounts paid by the Issuer during that Collection Period and on the Interest Payment Date immediately after that Collection Period.

In carrying out its duties, the Computation Agent will be entitled to rely

on certain information provided to it by the Servicer, the Account Bank and the Issuer and will not be liable for any error or omission in doing so save as are caused by its own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

In return for the services so provided, the Computation Agent will receive a fee as agreed on the Signing Date between the Issuer and the Computation Agent, payable by the Issuer on each Interest Payment Date in accordance with the applicable Priority of Payments.

Payments under the Notes

Based on the Payments Report, the Paying Agent will, on each Interest Payment Date, make the payments under the Notes set forth in the relevant Priority of Payments described below.

5. PRIORITY OF PAYMENTS

On each Calculation Date, the Computation Agent will calculate, *inter alia*, the Issuer Available Funds and the Post-Enforcement Issuer Available Funds (as the case may be) which will be used by the Issuer to make the payments contained in the applicable Priority of Payments set out below.

Issuer Available Funds

"**Issuer Available Funds**" means, on any Calculation Date prior to the service of an Issuer Acceleration Notice, an amount equal to the sum of:

(a) the Interest Components and the Principal Components received by the Issuer in respect of the Loans in the Portfolio during the Collection Period immediately preceding such Calculation Date;

(b) without duplication with (a) above, any amount invested in Eligible Investments (if any) during the immediately preceding Collection Period from the Collection Account, following liquidation thereof on the preceding Liquidation Date;

(c) the Cash Reserve;

(d) without duplication with (c) above, an amount equal to the sums invested in Eligible Investments (if any) during the immediately preceding Collection Period from the Cash Reserve Account, following liquidation thereof on the preceding Liquidation Date;

(e) without duplication with (c) above and (j) below, all amounts of interest accrued and paid on the Cash Accounts during the Collection Period immediately preceding such Calculation Date;

(f) without duplication with (e) above, payments made to the Issuer by any other party to the Transaction Documents during the Collection Period immediately preceding such Calculation Date;

(g) the Revenue Eligible Investments Amount realised on the preceding Liquidation Date, if any;

(h) any recoveries (including any purchase price received in relation to the sale of any Defaulted Claims) received by the Issuer in respect of any Defaulted Claim during the Collection Period immediately preceding such Calculation Date;

(i) any other amount standing to the credit of the Collection Account as at the end of the Collection Period immediately preceding the relevant Calculation Date;

(j) the amounts actually credited to and/or retained in the Collection Account on the immediately preceding Interest Payment Date;

(k) payments made to the Issuer by the Originator pursuant to the Warranty and Indemnity Agreement and/or the Transfer Agreement during the Collection Period immediately preceding such Calculation Date in respect of indemnities or damages for breach of representations or warranties;

(l) any purchase price received by the Issuer in relation to the sale of any Claims (other than Defaulted Claims) made in accordance with the Transfer Agreement and the Warranty and Indemnity Agreement during the Collection Period immediately preceding such Calculation Date; and

(m) on the Calculation Date immediately preceding the Final Redemption Date and on any Calculation Date thereafter, the balance standing to the credit of the Expenses Account at such dates

(n) to the extent that the funds under (a) to (m) (inclusive) above would not be sufficient to make the payments falling due on the immediately following Interest Payment Date under items (i) to (v) of the Pre-Enforcement Priority of Payments, the Liquidity Reserve;

Post-Enforcement Issuer Available Funds

"**Post-Enforcement Issuer Available Funds**" means, as of each Calculation Date following the service of an Issuer Acceleration Notice, the aggregate of the amounts received or recovered by or on behalf of the Issuer or the Representative of the Noteholders in respect of the Claims, the Note Security and the Issuer's Rights under the Transaction Documents.

"**Class A Target Principal Amount**" means, in respect of each Payment Date an amount, calculated on the immediately preceding Calculation Date, equal to the lesser of (a) the Principal Amount Outstanding of the Class A Notes as of such Calculation Date, and (b) the excess (if any) of the Outstanding Principal of all Claims (other than Defaulted Claims) as of the immediately preceding Collection Date over the aggregate of the Principal Amount Outstanding of the Class B Notes and the Principal Amount Outstanding of the Class C Notes as of such Calculation Date.

"Class B Target Principal Amount" means, in respect of each Payment Date an amount calculated on the immediately preceding Calculation Date as follows: (a) so long as the Principal Amount Outstanding of the Class A Notes on the immediately preceding Calculation Date is greater than zero and, on such Payment Date after giving effect to the distributions to be made pursuant to paragraph ninth of the Pre-Enforcement Priority of Payments, would remain greater than zero, the Principal Amount Outstanding of the Class B Notes, or (b) if on such

Calculation Date the Principal Amount Outstanding of the Class A Notes is zero or if on such Payment Date after giving effect to distributions pursuant to paragraph ninth of the Pre-Enforcement Priority of Payments, it will have been reduced to zero, an amount equal to the lesser of (i) the Principal Amount Outstanding of the Class B Notes as of such Calculation Date and (ii) the excess (if any) of the Outstanding Principal of all Claims (other than Defaulted Claims) as of the immediately preceding Collection Date over the aggregate of the Principal Amount Outstanding of the Class C Notes as of such Calculation Date;

"**Class C Target Principal Amount**" means, in respect of each Payment Date an amount calculated on the immediately preceding Calculation Date as follows: (a) so long as the Principal Amount Outstanding of the Class A Notes or the Principal Amount Outstanding of the Class B Notes on the immediately preceding Calculation Date is greater than zero and, on such Payment Date after giving effect to the distributions to be made pursuant to paragraphs ninth and eleventh of the Pre-Enforcement Priority of Payments, would remain greater than zero, the Principal Amount Outstanding of the Class C Notes, or (b) if on such Calculation Date the Principal Amount Outstanding of the Class A Notes or the Principal Amount Outstanding of the Class B Notes is zero or if on such Payment Date after giving effect to distributions pursuant to paragraphs ninth and eleventh of the Pre-Enforcement Priority of Payments, it will have been reduced to zero, zero;

"**Outstanding Principal**" means, on any date and in respect of each Claim, the aggregate of all Principal Components owing from the relevant Borrower and/or scheduled to be paid after such date, and for the avoidance of doubt, net of Principal Component received by the Issuer under the Guarantee in respect of such Claim.

"**Principal Deficiency Trigger Event**" shall mean with respect to any Payment Date the event that occurs in case the difference between (a) the Principal Amount Outstanding of all Notes (after giving effect to any repayment of principal to be made on such Payment Date) and (b) the sum of (i) the Outstanding Principal of all Claims (other than Defaulted Claims) as of the immediately preceding Collection Date, and (ii) the Cash Reserve on such Payment Date and (iii) the Liquidity Reserve on such Payment Date, is greater than 16% of the Principal Amount Outstanding of the Notes calculated for each Notes on the Subsequent Issue Date.

"**Principal Component**" means the principal component of each Instalment.

"**Interest Component**" means the interest component of each Instalment (including collection commissions for postal payments and Prepayment Fees) and any other amount which is not a Principal Component.

"**Prepayment Fees**" means the fee due to the Originator by any Borrower opting for a voluntary prepayment of the relevant Loan.

"**Instalment**" means the scheduled monthly payment falling due from the relevant Borrower under a Loan and which consists of an Interest

Component and a Principal Component.

Pre-Enforcement Priority of Payments

Prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds as calculated on each Calculation Date will be applied by the Issuer on the Interest Payment Date immediately following such Calculation Date in making payments or provisions in the following order of priority (the "**Pre-Enforcement Priority of Payments**") but, in each case, only if and to the extent that payments or provisions of a higher priority have been made in full:

(i) *first*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding taxes due and payable by the Issuer in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Santander under the Transaction Documents);

(ii) *second*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of:

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties (not being Other Issuer Creditors) incurred in the course of the Issuer's business in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Santander under the Transaction Documents);

(B) any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs);

(C) any and all outstanding fees, costs and expenses of and all other amounts due and payable to the Representative of the Noteholders or any appointee thereof; and

(D) the amount necessary to replenish the Expenses Account up to the Retention Amount;

(iii) *third*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs and expenses of any and all other amounts due and payable to the Paying Agent, the Computation Agent, the Corporate Services Provider, the Stichtingen Corporate Services Provider and the Account Bank, each under the Transaction Document(s) to which each of them is a party;

(iv) *fourth*, in or towards satisfaction of any and all outstanding fees, costs and expenses of and all other amounts due and payable to the Servicer pursuant to the terms of the Servicing Agreement, other than the amounts due to the Servicer in respect of (i) the Servicer's Advance (if any) under the terms of the Servicing Agreement and (ii) the insurance premiums, if any, advanced by Santander in its capacity as Servicer under the terms of the Servicing Agreement;

(v) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class A Notes;

(vi) *sixth*, following the occurrence of a Servicer Report Delivery Failure Event, but only if, on such Interest Payment Date, the Servicer Report Delivery Failure Event is still outstanding, to credit to or retain in, as the case may be, all amounts to the Collection Account;

(vii) *seventh* prior to the occurrence of a Principal Deficiency Trigger Event, in or towards satisfaction of all amounts of interest due and payable on the Class B Notes;

(viii) *eight*, to credit the Liquidity Reserve Account with the amount required, if any, such that the Liquidity Reserve equals the Target Liquidity Reserve Amount;

(ix) *ninth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes in an amount equal to the excess, if any, of the Principal Amount Outstanding on the Class A Notes over the Class A Target Principal Amount;

(x) *tenth*, following the occurrence of a Principal Deficiency Trigger Event, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class B Notes;

(xi) *eleventh*, following redemption in full of the Class A Notes, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class B Notes in an amount equal to the excess, if any, of the Principal Amount Outstanding on the Class B Notes over the Class B Target Principal Amount;

(xii) *twelfth*, to credit the Cash Reserve Account with the amount required, if any, such that the Cash Reserve equals the Target Cash Reserve Amount;

(xiii) *thirteenth*, in or towards satisfaction of all amounts due and payable to the Arranger under the terms of the Underwriting Agreement;

(xiv) *fourteenth*, in or towards satisfaction of all amounts of interest due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(xv) *fifteenth*, in or towards satisfaction of all amounts of principal due and payable to the Subordinated Loan Provider under the terms of

the Subordinated Loan Agreement;

(xvi) *sixteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to Santander:

(A) in respect of the Originator's Claims (if any) under the terms of the Transfer Agreement and the Warranty and Indemnity Agreement; and

(B) in connection with a Limited Recourse Loan under the Letter of Undertaking;

(xvii) *seventeenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Servicer in respect of:

(A) the Servicer's Advance (if any) under the terms of the Servicing Agreement; and

(B) the insurance premiums, if any, advanced by Santander in its capacity as Servicer under the terms of the Servicing Agreement;

(xviii) *eighteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs, liabilities and any other expenses to be paid to fulfil obligations to any Other Issuer Creditor incurred in the course of the Issuer's business in relation to this Securitisation (other than amounts already provided for in this Pre-Enforcement Priority of Payments);

(xix) *nineteenth*, in or towards satisfaction, *pro rata* and *pari passu*, of (a) the Junior Notes Interest Amount due and payable on the Junior Notes and (b) the Junior Notes Interest Amount Arrears (if any).

(xx) *twentieth,* following redemption in full of the Class A Notes and the Classs B Notes, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class C Notes in an amount equal to the excess, if any, of the Principal Amount Outstanding on the Class C Notes over the Class C Target Principal Amount, until the Principal Amount Outstanding of such Junior Notes is equal to € 30,000;

(xxi) *twentyfirst,* on the Final Redemption Date and on any date thereafter, in or towards satisfaction, *pro rata* and *pari passu* of the Principal Amount Outstanding of the Junior Notes until such Junior Notes are repaid in full.

(xxii) *twentysecond,* up to, but excluding, the Final Redemption Date, in or towards satisfaction, pro rata and pari passu of the Junior Notes Additional Remuneration (if any) due and payable on the Junior Notes.

From time to time, during an Interest Period, the Issuer shall, in

accordance with the Agency and Accounts Agreement, be entitled to apply amounts standing to the credit of the Expenses Account in respect of certain monies which properly belong to third parties, other than the Noteholders and the Other Issuer Creditors, in order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation, and in payment of sums due to third parties, other than the Noteholders and the Other Issuer Creditors, under obligations incurred in the course of the Issuer's business.

Post-Enforcement Priority of Payments

Following the service of an Issuer Acceleration Notice, or, in the event that the Issuer opts for the early redemption of the Notes issued under the Securitisation under Condition 7(e) (*Optional redemption*) or 7(f) (*Optional redemption for taxation, legal or regulatory reasons*), the Post-Enforcement Issuer Available Funds as calculated on each Calculation Date will be applied by or on behalf of the Representative of the Noteholders on the Interest Payment Date immediately following such Calculation Date in making payments or provisions in the following order (the "**Post-Enforcement Priority of Payments**") but, in each case, only if and to the extent that payments of a higher priority have been made in full:

(i) *first,* in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding taxes to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing and to comply with applicable legislation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Santander under the Transaction Documents);

(ii) *second,* in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of:

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations of the Issuer to third parties (not being Other Issuer Creditors) incurred in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Santander under the Transaction Documents and to the extent the Issuer is not already subject to any insolvency or analogous proceeding); and

(B) any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders or any appointee thereof;

(iii) *third,* in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be

given to the Noteholders or the other parties to the Transaction Documents (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent the Issuer is not already subject to any insolvency or analogous proceeding);

(iv) *fourth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs and expenses of any and all other amounts due and payable to the Paying Agent, the Computation Agent, the Servicer (other than (i) the Servicer's Advance (if any) under the terms of the Servicing Agreement and (ii) the insurance premiums, if any, advanced by Santander in its capacity as Servicer under the terms of the Servicing Agreement), the Corporate Services Provider, the Stichtingen Corporate Services Provider and the Account Bank, each under the Transaction Document(s) to which each of them is a party;

(v) *fifth,* in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class A Notes at such date;

(vi) *sixth,* in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes until the Class A Notes are repaid in full;

(vii) *seventh,* in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class B Notes at such date;

(viii) *eighth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class B Notes until the Class B Notes are repaid in full;

(ix) *ninth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Arranger under the terms of the Underwriting Agreements;

(x) *tenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to Santander:

(A) in respect of the Originator's Claims (if any) under the terms of the Transfer Agreement and the Warranty and Indemnity Agreement; and

(B) in connection with a Limited Recourse Loan under the Letter of Undertaking;

(xi) *eleventh*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Servicer in respect of:

(A) the Servicer's Advance (if any) under the terms of the Servicing Agreement; and

(B) the insurance premiums, if any, advanced by Santander in its capacity as Servicer under the terms of the Servicing Agreement;

(xii) *twelfth*, in or towards satisfaction of all amounts of: interest due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(xiii) *thirteenth,* in or towards satisfaction of all amounts of principal due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(xiv) *fourteenth,* in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Junior Notes at such date;

(xv) *fifteenth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Principal Amount Outstanding of such Junior Notes is equal to € 30,000;

(xvi) *sixteenth*, on the Post-Enforcement Final Redemption Date and on any date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes are redeemed in full; and

(xvii) *seventeenth,* up to, but excluding, the Post-Enforcement Final Redemption Date, in or towards satisfaction, *pro rata* and *pari passu*, of the Junior Notes Additional Remuneration (if any) due and payable on the Junior Notes,

provided, however, that, if the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments above shall be less than 10% of the Principal Amount Outstanding of the Notes, the Representative of the Noteholders may at its discretion invest such monies in some or one of the investments authorised pursuant to the Intercreditor Agreement. The Representative of the Noteholders at its discretion may vary such investments and may accumulate such investments and the resulting income until the immediately following Accumulation Date.

Event of Default

If any of the following events (each an "**Event of Default**") occurs:

(i) *Non-payment*: the Issuer fails to repay any amount of principal in respect of the Most Senior Class of Notes within 15 days of the due date for repayment of such principal or fails to pay any Interest Amount in respect of the Most Senior Class of Notes within five 5 days of the relevant Interest Payment Date; or

(ii) *Breach of other obligations*: the Issuer fails to perform or observe

any of its other obligations under or in respect of the Notes, the Intercreditor Agreement or any other Transaction Document to which it is a party and such default is, in the sole opinion of the Representative of the Noteholders, (A) incapable of remedy or (B) capable of remedy, but remains unremedied for 30 days or such longer period as the Representative of the Noteholders may agree (in its sole discretion) after the Representative of the Noteholders has given written notice of such default to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Representative of the Noteholders and requiring the same to be remedied; or

(iii) *Failure to take action*: any action, condition or thing at any time required to be taken, fulfilled or done in order to:

(A) enable the Issuer to lawfully enter into, exercise its rights and perform and comply with its obligations under and in respect of the Notes and the Transaction Documents to which the Issuer is a party; or

(B) ensure that those obligations are legal, valid, binding and enforceable,

is not taken, fulfilled or done at any time and the Representative of the Noteholders has given written notice of such default to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Representative of the Noteholders and requiring the same to be remedied; or

(iv) *Insolvency Event*: an Insolvency Event occurs in relation to the Issuer or the Issuer becomes Insolvent; or

(v) *Unlawfulness*: it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or the Transaction Documents to which the Issuer is a party;

then, the Representative of the Noteholders may, at its sole discretion, and shall:

(i) if so directed in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes,

give written notice (an "**Issuer Acceleration Notice**") to the Issuer and to the Servicer declaring the Notes to be due and payable, provided that:

(A) in the case of the occurrence of any of the events mentioned in above (ii) (*Breach of other obligations*) and (iii) (*Failure to take action*), the service of an Issuer Acceleration Notice has been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes; and

(B) in each case, the Representative of the Noteholders shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered where available) to which it may thereby become liable or which it may incur by so doing.

Upon the service of an Issuer Acceleration Notice, (i) the Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Interest Payment Date, without further action, notice or formality; (ii) the Note Security shall become immediately enforceable; and (iii) the Representative of the Noteholders may dispose of the Claims in the name and on behalf of the Issuer by virtue of the power of attorney granted in accordance with the Mandate Agreement. The Noteholders hereby irrevocably appoint, as from the date hereof and with effect on and from the date on which the Notes shall become due and payable following the service of an Issuer Acceleration Notice, the Representative of the Noteholders as their exclusive agent (*mandatario esclusivo*) to receive on their behalf from the Issuer any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors from and including the date on which the Notes shall become due and payable, such monies to be applied in accordance with the Post-Enforcement Priority of Payments.

6. REDEMPTION OF THE NOTES

Final redemption

Unless previously redeemed in full and cancelled as provided in Condition 7, the Issuer shall redeem the Notes in full at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Interest Payment Date falling in October 2027 (the "**Maturity Date**"), subject as provided in Condition 8 (*Payments*).

Optional redemption

Prior to the service of an Issuer Acceleration Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Senior Notes only, if all the holders of the Junior Notes consent) and to make all payments ranking in priority thereto, on any Interest Payment Date, subject to the Issuer:

(a) giving not more than 60 days nor less than 30 days' notice to the Representative of the Noteholders and the holders of the Notes, in accordance with Condition 17 (*Notices*), of its intention to redeem all Classes of Notes (in whole but not in part); and

(b) having provided, prior to giving such notice, to the Representative of the Noteholders a certificate signed by the chairman of the board or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge all its obligations under the Notes (or the Senior Notes only, if all the holders of the Junior

Notes consent) and any obligations ranking in priority thereto,

provided, however, that, pursuant to the Transfer Agreement, the consideration for the purchase of the Claims to be paid by the Originator (should the Originator purchase the Claims from the Issuer) may not exceed: (A) the Outstanding Principal of the Claims to be repurchased, provided that none of such Claims qualify as Defaulted Claims or as Arrear Claims or (B) the aggregate of: (I) the fair value (*valore equo*) of the Claims which are classified as Defaulted Claims or as Arrear Claims (if any), as determined by one or more third-party experts independent from the Originator and its banking group in accordance with the Transfer Agreement; and (II) the Outstanding Principal of the Claims which are classified neither as Defaulted Claims or as Arrear Claims.

The Issuer is entitled, pursuant to the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes in the circumstances described above.

Optional redemption for taxation, legal or regulatory reasons

Prior to the service of an Issuer Acceleration Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Pre-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Senior Notes only, if all the holders of the Junior Notes consent) and to make all payments ranking in priority, or *pari passu*, thereto, on any Interest Payment Date, if, by reason of a change in law or the interpretation or administration thereof since the Issue Date:

(a) the assets of the Issuer in respect of this Securitisation (including the Claims, the Collections and the other Issuer's Rights) become subject to taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any applicable taxing authority having jurisdiction; or

(b) either the Issuer or any paying agent appointed in respect of the Notes or any custodian of the Notes is required to deduct or withhold any amount (other than in respect of a Decree 239 Withholding) in respect of any Class of Notes, from any payment of principal or interest on such Interest Payment Date for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction and provided that such deduction or withholding may not be avoided by appointing a replacement paying agent or custodian in respect of the Notes before the Interest Payment Date following the change in law or the interpretation or administration thereof; or

(c) any amounts of interest payable on the Loans to the Issuer are required to be deducted or withheld from the Issuer for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction; or

(d) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party,

subject to the Issuer:

(i) giving not more than 60 days' nor less than 30 days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders and the Noteholders, pursuant to Condition 17 (*Notices*), of its intention to redeem all (but not some only) of the Notes; and

(ii) providing to the Representative of the Noteholders:

(a) a legal opinion (in form and substance satisfactory to the Representative of the Noteholders) from a firm of lawyers of international repute (approved in writing by the Representative of the Noteholders) opining on the relevant change in law or interpretation or administration thereof;

(b) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) stating that the obligation to make such deduction or withholding or the suffering by the Issuer of such deduction or withholding cannot be avoided or, as the case may be, the events under paragraph (d) above will apply on the next Interest Payment Date and cannot be avoided by the Issuer taking reasonable endeavours; and

(c) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge its obligations under: (i) the Notes (or the Senior Notes only, if all the holders of the Junior Notes consent) and any obligations ranking in priority, or *pari passu*, thereto; and (ii) any additional taxes that will be payable by the Issuer after the Notes are redeemed, by reason of such early redemption of the Notes.

The Issuer is entitled, pursuant to the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes in the circumstances described above.

Withholding tax on the Notes	A Noteholder who is resident for tax purposes in a country which does not allow for a satisfactory exchange of information with the Italian tax authorities will receive amounts of interest payable on the Notes net of Italian withholding tax referred to as a substitute tax (any such withholding or deduction for or on account of Italian tax under Decree 239, a "**Decree 239 Withholding**"). Upon the occurrence of any withholding or deduction for or on account of tax, whether or not through a substitute tax, from any payments under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount(s) to any holder of the Notes.
Mandatory redemption	If no Issuer Acceleration Notice has been delivered to the Issuer by the Representative of the Noteholders and if at the close of business on the Calculation Date immediately preceding the relevant Interest Payment Date there are Issuer Available Funds available for such purpose, the Issuer will apply such Issuer Available Funds on the Interest Payment Date following each such Calculation Date in or towards the mandatory redemption of the Notes of each Class (in whole or in part) in accordance with the Pre-Enforcement Principal Priority of Payments.
Cancellation Date	If the Notes cannot be redeemed in full on the Maturity Date, as a result of the Issuer having insufficient funds for application in or towards such redemption, any amount unpaid shall remain outstanding and the Conditions shall continue to apply in full in respect of the Notes until the earlier of (i) the date on which the Notes are redeemed in full and (ii) the Cancellation Date, at which date, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Issuer, any amount outstanding, whether in respect of interest, principal or other amounts in respect of the Notes, shall be finally and definitively cancelled.
Estimated weighted average life of the Senior Notes and assumptions	The actual weighted average life of the Senior Notes cannot be predicted as the actual rate of collection of the Claims and a number of other relevant factors are unknown. Calculations of the estimated weighted average life of the Senior Notes have been based on certain assumptions as shown in "*Estimated weighted average life of the Senior Notes and assumptions*". The estimated weighted average life of the Senior Notes is set out under "*Estimated weighted average life of the Senior Notes and assumptions*".

7. CREDIT STRUCTURE

Cash Reserve and Liquidity Reserve	On the Initial Issue Date the Issuer has established a reserve fund in the Cash Reserve Account and a liquidity reserve fund in the Liquidity Facility Account. On the Subsequent Issue Date the Issuer will increase the reserve fund in the Cash Reserve Account and the liquidity reserve fund in the Liquidity Facility Account. "**Cash Reserve**" means the monies standing to the credit of the Cash Reserve Account at any given time.

"**Liquidity Reserve**" means the monies standing to the credit of the Liquidity Reserve Account at any given time.

On the Initial Issue Date, a portion of the amount drawn down under the Subordinated Loan Agreement equal to € 30,232,925 has been credited into the Cash Reserve Account whilst the remaining portion equal to € 24,186,000 has been credited into the Liquidity Reserve Account.

On each Interest Payment Date,

(i) the Cash Reserve will be increased, replenished, as the case may be, up to the Target Cash Reserve Amount out of the Issuer Available Funds and in accordance with the Pre-Enforcement Priority of Payments; and

(ii) the Liquidity Reserve will be increased or replenished, as the case may be, up to the Liquidity Reserve Amount out of the Issuer Available Funds and in accordance with the Pre-Enforcement Priority of Payments.

On each Calculation Date,

(A) the Cash Reserve (or part of it) will be used to augment the Issuer Available Funds; and

(B) the Liquidity Reserve (or part of it) will be used to augment the Issuer Available Funds to the extent necessary to make the payments falling due on the immediately following Interest Payment Date under items (i) to (v) of the Pre-Enforcement Priority of Payments.

"**Target Cash Reserve Amount**" means, in respect of each Interest Payment Date,

(1) up to the Interest Payment Date falling on April 2014 (included), the lower of:

(a) € 30,232,925; and

(b) the greater of:

(i) € 7,500,000; and

(ii) 2.5% of the aggregate Principal Amount Outstanding of the Notes as at such Interest Payment Date (following payments under the Notes to be made on such Interest Payment Date),

(2) on each Interest Payment Date thereafter, the lower of:

(a) € 21,303,442; and

(b) the greater of:

(i) € 7,500,000; and

(ii) 1.9% of the aggregate Principal Amount Outstanding of the Notes as at such Interest Payment Date (following payments under the Notes to be made on such Interest Payment Date),

provided that:

(A) notwithstanding the formula above, the Target Cash Reserve Amount may not be reduced below the level applicable as at the immediately preceding Interest Payment Date, unless the following cumulative conditions are met in respect of a given Interest Payment Date:

(a) on the Interest Payment Date on which the reduction will become effective, the Cash Reserve equals or exceeds the Target Cash Reserve Amount as at the relevant Interest Payment Date (upon making all the payments and provisions to be made on such Interest Payment Date);

(b) no Principal Deficiency Trigger Event has occurred;

(B) on the Calculation Date immediately following the Interest Payment Date on which the Senior Notes will be redeemed in full, the Target Cash Reserve Amount will be reduced to zero.

"**Target Liquidity Reserve Amount**" means (i) up to the Interest Payment Date falling on October 2014 (excluded) € 24,186,000, and (ii) starting from the Interest Payment Date falling on October 2014 (included) € 22,000,000 save that the Target Liquidity Reserve Amount will be reduced to zero in respect of the Interest Payment Date on which the Class A Notes are redeemed in full.

Eligible Investments

Amounts standing to the credit of the Collection Account, the Cash Reserve Account and the Liquidity Reserve Account during a Collection Period may be invested by the Issuer or by the Account Bank, upon instructions of Santander, on behalf of the Issuer in Eligible Investments.

Pursuant to the Issuer Account Bank Agreement, the Account Bank is obliged to invest, if so instructed in writing by Santander on behalf of the Issuer, amounts standing to the credit of the Cash Reserve Account, the Liquidity Reserve Account and the Collection Account in Eligible Investments (as defined below) as follows:

(A) the balance of the Cash Reserve Account or a portion thereof will be invested in Eligible Investments on the first Business Day following each Interest Payment Date;

(B) the balance of the Liquidity Reserve Account or a portion thereof will be invested in Eligible Investments on the first Business Day following each Interest Payment Date; and

(C) the balance of the Collection Account or a portion thereof will be invested in Eligible Investments on a weekly basis on the last Business Day of each week,

each such date, an "**Investment Date**".

Before investing in Eligible Investments, the Account Bank will be instructed by Santander.

Letter of Undertaking

Pursuant to a letter of undertaking in relation to the Issuer (the "**Letter of Undertaking**") dated the Signing Date between the Issuer, Santander and the Representative of the Noteholders, Santander has undertaken to provide the Issuer with all necessary monies (in any form of financing deemed appropriate by the Representative of the Noteholders, for example by way of a subordinated loan, the repayment of which is effected in compliance with item (xvii)(B) of the Pre-Enforcement Interest Priority of Payments or, as the case may be, item (x)(B) of the Post-Enforcement Priority of Payments) in order for the Issuer to pay any losses, costs, expenses or liabilities in respect of certain exceptional liabilities set out in the Letter of Undertaking.

In addition, Santander has undertaken to ensure that the Issuer is not wound up by reason of the Issuer's equity capital falling below the minimum equity capital required from time to time by Italian law, as a result of any losses, costs, expenses or liabilities set out in the Letter of Undertaking in respect of which Santander is obliged to provide the Issuer with a financing as indicated above.

Prospective Noteholders' attention is drawn to the fact that the Letter of Undertaking does not and will not constitute a guarantee by Santander or any of the quotaholders of the Issuer of any obligation of a Borrower or the Issuer. The Letter of Undertaking is governed by Italian law.

The Letter of Undertaking has been amended on the Subsequent Signing Date in respect of, inter alia, the purchase of the Subsequent Portfolio and the issuance of the Subsequent Notes.

RISK FACTORS

Investing in the Series 2 Notes involves certain risks. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Series 2 Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Series 2 Notes are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Series 2 Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Series 2 Notes may, exclusively or concurrently, occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Series 2 Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Additional risks and uncertainties not presently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations. Words and expressions defined in the Conditions or elsewhere in this Prospectus have the same meanings in this section.

FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER SERIES 2 NOTES

Source of payments to Noteholders

The Series 2 Notes will be limited recourse obligations solely of the Issuer and will not be the responsibility of, or be guaranteed by, any other entity. In particular, the Series 2 Notes will not be obligations or responsibilities of, or be guaranteed by, the Representative of the Noteholders, the Account Bank, the Paying Agent, the Corporate Services Provider, the Stichtingen Corporate Services Provider, the Computation Agent, the Subordinated Loan Provider, Santander (in any capacity), the Underwriters, the Arranger, the quotaholders of the Issuer or any other person. None of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make any payment of any amount due on the Series 2 Notes.

The Issuer has no assets other than the Claims and the Issuer's Rights (as defined below) as described in this Prospectus as well as the claims and assets purchased, and the agreements entered into, by the Issuer in relation to the Previous Transactions (as defined below) which, however, do not constitute collateral for the Series 2 Notes and are not available to the Noteholders.

As at the date hereof, the Issuer's principal assets are the Claims.

The Issuer will not have any significant assets, for the purpose of meeting its obligations under the Securitisation, other than the Claims, any amounts and/or securities standing to the credit of the Accounts and its rights under the Transaction Documents to which it is a party.

As a result, there is no assurance that, over the life of the Series 2 Senior Notes or at the redemption date of the Series 2 Senior Notes (whether on maturity, on the Cancellation Date or upon redemption by acceleration of maturity following service of an Issuer Acceleration Notice or otherwise), there will be sufficient funds to enable the Issuer to pay interest when due on the Series 2 Senior Notes and to repay the outstanding principal on the relevant Series 2 Senior Notes in full.

The ability of the Issuer to meet its obligations in respect of the Series 2 Senior Notes will be dependent on, *inter alia*, the timely payment of amounts due under the Loans by the Borrowers and the Assigned Debtors, the receipt by the Issuer of Collections received on its behalf by the Servicer in respect of the Loans in the Portfolio, as well as on the receipt of any other amounts required to be paid to the Issuer by

the various agents and counterparties to the Issuer pursuant to the terms of the Transaction Documents. The performance by such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party. See "*Risk factors - Administration and reliance on third parties*".

The Series 2 Notes will be limited recourse obligations solely of the Issuer. If there are not sufficient funds available to the Issuer to pay in full all principal and interest and other amounts due in respect of the Series 2 Notes, then the Noteholders will have no further claims against the Issuer in respect of any such unpaid amounts. Following the service of an Issuer Acceleration Notice, the only remedy available to the Noteholders and the Other Issuer Creditors is the exercise by the Representative of the Noteholders of the Issuer's Rights.

Upon enforcement of the Note Security, the Representative of the Noteholders will have recourse only to the Claims and to the assets pledged, charged or assigned pursuant to the Italian Deed of Pledge and the English Deed of Charge and Assignment. Other than as provided in the Warranty and Indemnity Agreement, the Transfer Agreement, the Servicing Agreement and the Letter of Undertaking, the Issuer and the Representative of the Noteholders will have no recourse to Santander (in any capacity) or any other entity, including, but not limited to, in circumstances where the proceeds received by the Issuer from the enforcement of any particular Loan are insufficient to repay in full the Claim in respect of such Loan.

If, upon default by one or more Borrowers and Assigned Debtors under the Loans and after the exercise by the Servicer of all usual remedies in respect of such Loans, the Issuer does not receive the full amount due from those Borrowers or the Assigned Debtors, then the Series 2 Senior Noteholders may receive by way of principal repayment an amount less than the face value of their Series 2 Senior Notes and the Issuer may be unable to pay in full interest due on the Series 2 Senior Notes.

Claims of unsecured creditors of the Issuer

Without prejudice to the right of the Representative of the Noteholders to enforce the Note Security, the Conditions contain provisions stating, and each of the Other Issuer Creditors has undertaken pursuant to the Intercreditor Agreement, that no Noteholder or Other Issuer Creditor will petition or begin proceedings for a declaration of insolvency against the Issuer until two years plus one day has elapsed since the day on which any note issued (including the Series 2 Notes and the Previous Notes) or to be issued by the Issuer has been paid in full. There can be no assurance that each and every Noteholder and Other Issuer Creditor will honour its contractual obligation not to petition or begin proceedings for a declaration of insolvency against the Issuer before two years and one day has elapsed after the day on which any note issued (including the Series 2 Notes and the Previous Notes) or to be issued by the Issuer has been paid in full. In addition, under Italian law, any other creditor of the Issuer who is not a party to the Intercreditor Agreement, an Italian public prosecutor (*pubblico ministero*), a director of the Issuer (who could not validly undertake not to do so) or an Italian court in the context of any judicial proceedings to which the Issuer is a party would be able to begin insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt. Such creditors could arise, for example, by virtue of unexpected expenses owed to third parties including those additional creditors that the Issuer will have as a result of the Previous Transactions or any Further Securitisation (both as defined below). In order to address this risk, the applicable Priority of Payments contains provisions for the payment of amounts to third parties. Similarly, monies to the credit of the Expenses Account may be used for the purpose of paying the ongoing fees, costs, expenses, liabilities and taxes of the Issuer to third parties not being Other Issuer Creditors.

The Issuer is unlikely to have a large number of creditors unrelated to this Securitisation or any other securitisation transaction because the corporate object of the Issuer, as contained in its by-laws (*statuto*), is limited and the Issuer has provided certain covenants in the Intercreditor Agreement which contain restrictions on the activities which the Issuer may carry out with the result that the Issuer may only carry

out limited transactions.

No creditors other than the Representative of the Noteholders on behalf of the Noteholders, the Other Issuer Creditors and any third-party creditors having the right to claim for amounts due in connection with this Securitisation would have the right to claim in respect of the Claims, even in a bankruptcy of the Issuer.

Notwithstanding the above, there can be no assurance that, if any bankruptcy proceedings were to be commenced against the Issuer, the Issuer would be able to meet all of its obligations under the Series 2 Notes.

Previous Transactions and Further Securitisations

The Issuer's principal assets are the Claims and the other portfolios of claims arising from consumer loan contracts or other loan contracts, as the case may be, acquired by the Issuer from Santander in the context of, respectively, the Previous Programme 2004, the Previous Programme 2009, the Previous Securitisation March 2011, the Previous Securitisation October 2011, the Previous Securitisation November 2011, the Previous Securitisation July 2012, the Previous Securitisation November 2013-1, the Previous Securitisation November 2013-2 and the Previous Securitisation June 2014-1 (together, the "**Previous Transactions**"). The Issuer will not have as at the Subsequent Issue Date any significant assets other than the Claims, the Issuer's Rights and the agreements entered into by the Issuer in relation to the Previous Transactions.

In addition, the Issuer may, by way of a separate transaction, purchase and securitise further portfolios of monetary claims in addition to the Claims (each a "**Further Securitisation**"). Before entering into any Further Securitisation, the Issuer is required to obtain the written consent of the Representative of the Noteholders and to (i) obtain written confirmation from Moody's that the then current ratings of the Senior Notes will not be adversely affected by such Further Securitisation and (ii) notify DBRS thereof.

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction carried out by a company are stated to be segregated from all other assets of the company and from those related to each other securitisation transaction, and, therefore, on a winding-up of such a company, such assets will only be available to holders of the notes issued to finance the acquisition of the relevant receivables and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation. Accordingly, the right, title and interest of the Issuer in and to the Claims should be segregated from all other assets of the Issuer (including, for the avoidance of doubt, any other portfolio purchased by the Issuer pursuant to the Previous Programmes or any Further Securitisation) and amounts deriving therefrom should be available on a winding-up of the Issuer only to satisfy the obligations of the Issuer to the holders of the Notes and the payment of any amounts due and payable to the other Issuer Creditors.

Although the Securitisation Law provides for the assets relating to a securitisation transaction carried out by the Issuer to be segregated and separated from those of the Issuer or of other securitisation transactions carried out by the Issuer, such as the Previous Transcations or any Further Securitisation, this segregation principle will not extend to the tax treatment of the Issuer and should not affect the applicable methods of calculation of the net taxable income of the Issuer.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH SERIES 2 NOTES

Suitability

Prospective investors should determine whether an investment in the Series 2 Notes 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 Series 2 Notes and to arrive at their own evaluation of the

investment.

Investment in the Series 2 Notes is only suitable for investors who:

(C) have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Series 2 Notes;

(D) have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their financial situation;

(E) are capable of bearing the economic risk of an investment in the Series 2 Notes; and

(F) recognise that it may not be possible to dispose of the Series 2 Notes for a substantial period of time, if at all.

Prospective investors in the Series 2 Notes should make their own independent decision whether to invest in the Series 2 Notes and whether an investment in the Series 2 Notes is appropriate or proper for them, based upon their own judgement and upon advice from such advisers as they may deem necessary.

Prospective investors in the Series 2 Notes should not rely on or construe any communication (written or oral) of the Issuer, the Originator, the Arranger or the Underwriter as investment advice or as a recommendation to invest in the Series 2 Notes, it being understood that information and explanations related to the Conditions shall not be considered to be investment advice or a recommendation to invest in the Series 2 Notes.

No communication (written or oral) received from the Issuer, the Arranger, the Underwriter or the Originator or from any other person shall be deemed to be an assurance or guarantee as to the expected results of an investment in the Series 2 Notes.

Yield and repayment considerations

The yield to maturity of the Series 2 Notes will depend, *inter alia*, on the amount and timing of repayment of principal (including prepayments and sale proceeds arising on enforcement of a Loan) on the Loans. Such yield may therefore be adversely affected by a higher or lower than anticipated rate of prepayments on the Loans.

Each Borrower qualifying as "consumer" pursuant to article 121 of the Italian Banking Act is entitled to prepay the relevant Loan, in whole but not in part, at any time, with a prepayment fee not higher than 1% of the principal amount outstanding. The rate of prepayment of Loans cannot be predicted and is influenced by a wide variety of economic, social and other factors, including prevailing consumer and ordinary loans market interest rates and margins offered by the banking system, the availability of alternative financing and local and regional economic conditions. Therefore, no assurance can be given as to the level of prepayments that the Loans will experience.

The stream of principal payments received by a holder of the Series 2 Notes may not be uniform or consistent. No assurance can be given as to the yield to maturity which will be experienced by a holder of any Series 2 Senior Notes.

Liquidity and credit risk

The Issuer is subject to the risk of delay arising between the receipt of payments due from Borrowers and the Assigned Debtors and the scheduled Interest Payment Dates. The Issuer is also subject to the risk of, *inter alia*, default in payment by the Borrowers and the Assigned Debtors and failure by the Servicer to collect or recover sufficient funds in respect of the Claims in order to enable the Issuer to discharge all amounts payable under the Series 2 Notes. These risks are mitigated by the liquidity and credit support provided: (A) in respect of the Series A2 Notes by the Series B2 Notes and the Series C2 Notes; (B) in respect of the Series B2 Notes by the Series C2 Notes; and (C) to a lesser extent in respect of the Series

A2 Notes by the Liquidity Reserve and in respect of all Classes of Senior Notes by the Cash Reserve.

However, in each case, there can be no assurance that the levels of credit support and liquidity support provided by the relevant Series C2 Notes, the Liquidity Reserve (with respect to the Series A2 Notes only) and the Cash Reserve, respectively, will be adequate to ensure punctual and full receipt of amounts due under the Series 2 Senior Notes.

Subordination and credit enhancement

Payments of interest and repayment of principal under the Series 2 Notes are subject to certain subordination and ranking provisions.

In respect of the Issuer's obligations under the Series 2 Notes, the Conditions and the Intercreditor Agreement provide that:

(vi) in respect of the obligations of the Issuer to pay interest on the Series 2 Notes prior to the service of an Issuer Acceleration Notice:

(A) the Series A2 Notes rank *pari passu* and without any preference or priority among themselves and in priority to the Series B2 Notes and the Series C2 Notes;

(B) the Series B2 Notes rank *pari passu* and without any preference or priority among themselves and in priority to the Series C2 Notes but subordinate to the Series A2 Notes; and

(C) the Series C2 Notes rank *pari passu* and without any preference or priority among themselves, but subordinate to the Series 2 Senior Notes.

(vii) In respect of the obligations of the Issuer to repay principal on the Series 2 Notes prior to the service of an Issuer Acceleration Notice:

(A) the Series A2 Notes rank *pari passu* and without any preference or priority among themselves and in priority to repayment of principal on the Series B2 Notes and the Series C2 Notes;

(B) the Series B2 Notes rank *pari passu* and without any preference or priority among themselves but subordinate to repayment of principal on the Series A2 Notes and in priority to repayment of principal on the Series C2 Notes and no amount of principal in respect of the Series B2 Notes shall become due and payable or be repaid until redemption in full of the Series A2 Notes; and

(C) the Series C2 Notes rank *pari passu* and without any preference or priority among themselves, but subordinate to repayment of principal on the Series 2 Senior Notes and no amount of principal in respect of the Series C2 Notes shall become due and payable or be repaid until redemption in full of the Series 2 Senior Notes.

(viii) In respect of the obligations of the Issuer to (a) pay interest and to (b) repay principal on the Series 2 Notes following the service of an Issuer Acceleration Notice or, in the event that the Issuer opts for the early redemption of the Series 2 Notes under Condition 7(e) (*Optional redemption*) or Condition 7(f) (*Optional redemption for taxation, legal or regulatory reasons*):

(D) the Series A2 Notes, as to interest payments, will rank *pari passu* and without any preference or priority among themselves and in priority to (i) repayment of principal on the Series A2 Notes and (ii) payment of interest and repayment of principal on the Series B2 Notes and the Series C2 Notes;

(E) the Series A2 Notes, as to principal payments, will rank *pari passu* and without any preference or priority among themselves but subordinate to payment of interest on the Series A2 Notes and in priority to payment of interest and repayment of principal on

Series B2 Notes and the Series C2 Notes;

(F) the Series B2 Notes, as to interest payments, will rank *pari passu* and without any preference or priority among themselves but subordinate to payment of interest and repayment of principal on the Series A2 Notes and in priority to (i) repayment of principal on the Series B2 Notes and (ii) payment of interest and repayment of principal on the Series C2 Notes;

(G) the Series B2 Notes, as to principal payments, will rank *pari passu* and without any preference or priority among themselves, but subordinate to (i) payment of interest and repayment of principal on the Series A2 Notes and (ii) payment of interest on the Series B2 Notes and in priority to payment of interest and repayment of principal on the Series C2 Notes; and

(H) the Series C2 Notes will rank *pari passu* and without any preference or priority among themselves, but subordinate to payment of interest and repayment of principal on the Series 2 Senior Notes.

As a result:

(i) in respect of the obligation of the Issuer to pay interest on the Series 2 Notes, prior to the service of an Issuer Acceleration Notice, to the extent that any losses are suffered by any of the Noteholders, such losses will be borne in the first instance by the relevant Series C2 Noteholders, then (to the extent that the Series B2 Notes have not been redeemed) by the relevant Series B2 Noteholders, then (to the extent that the Series A2 Notes have not been redeemed) by the relevant Series A2 Noteholders;

(ii) in respect of the obligation of the Issuer to repay principal on the Series 2 Notes, prior to the service of an Issuer Acceleration Notice, to the extent that any losses are suffered by any of the Noteholders, such losses will be borne in the first instance by the Series C2 Noteholders, then (to the extent that the Series B2 Notes have not been redeemed) by the relevant Series B2 Noteholders, then (to the extent that the Series A2 Notes have not been redeemed) by the Series A2 Noteholder; and

(iii) in respect of the obligation of the Issuer to pay interest and to repay principal on the Series 2 Notes, following the service of an Issuer Acceleration Notice, to the extent that any losses are suffered by any of the Noteholders, such losses will be borne in the first instance by the Series C2 Noteholders, then (to the extent that the Series B2 Notes have not been redeemed) by the relevant Series B2 Noteholders, then (to the extent that the Series A2 Notes have not been redeemed) by the Series A2 Noteholders.

Prospective investors in the Series A2 Notes, the Series B2 Notes and the Series C2 Notes should have particular regard to the sections headed "*Key features - Summary of the Series 2 Notes - Ranking*" and "*Key features - Credit structure*" above in determining the likelihood or extent of any shortfall of funds available to the Issuer to meet payments of interest and/or repayment of principal due under the Series A2 Notes, the Series B2 Notes or, as applicable, the Series C2 Notes.

See also "*Key features - Priority of Payments*" and "*Key features - Redemption of the Series 2 Notes*" above and "*Terms and Conditions of the Series 2 Notes*" below.

Relationship among Noteholders and between Noteholders and Other Issuer Creditors

The Intercreditor Agreement contains provisions applicable where, in the opinion of the Representative of the Noteholders, there is a conflict between all or any of the interests of one or more Classes of Noteholders, or between one or more Classes of Noteholders and any other Issuer Creditors, requiring the Representative of the Noteholders to have regard only to the holders of the Notes of the Most Senior Class (as defined in Condition 1 (*Definitions*)) then outstanding and the Representative of the

Noteholders is not required to have regard to the holders of any other Class of Notes then outstanding, nor to the interests of the other Issuer Creditors, except to ensure that the application of the Issuer's funds is in accordance with the applicable Priority of Payments. In addition, the Intercreditor Agreement contains provisions requiring the Representative of the Noteholders to have regard to the interests of each Class of Noteholders as a class and relieves the Representative of the Noteholders from responsibility for any consequence for individual Noteholders as a result of such Noteholders being domiciled or resident in, or otherwise connected in any way with, or subject to the jurisdiction of, a particular territory or taxing jurisdiction.

If an Event of Default occurs, then (subject to Condition 10(c) (*Consequences of service of an Issuer Acceleration Notice*)) the Representative of the Noteholders may, at its sole discretion, and shall:

(i) if so directed in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes,

give an Issuer Acceleration Notice to the Issuer and to the Servicer declaring the Notes to be due and payable, provided that:

(A) in the case of the occurrence of any of the events mentioned in Condition 10(a)(ii) (*Breach of other obligations*) and Condition 10(a)(iii) (*Failure to take action*), the service of an Issuer Acceleration Notice has been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes; and

(B) in each case, the Representative of the Noteholders shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered where available) to which it may thereby become liable or which it may incur by so doing.

The Intercreditor Agreement contains provisions requiring the Representative of the Noteholders to have regard to the interests of the Other Issuer Creditors as regards all powers, trusts, authorities, duties and discretions of the Representative of the Noteholders (except where expressly provided otherwise), but requiring the Representative of the Noteholders, in the event of a conflict between the interests of the holders of any Class of outstanding Notes and any Other Issuer Creditor, to have regard only (except where specifically provided otherwise) to the interests of the holders of such Class of outstanding Notes, except to ensure that the application of the Issuer's funds is in accordance with the applicable Priority of Payments.

Noteholders' directions and resolutions in respect of early redemption of the Series 2 Notes

In a number of circumstances, the Series 2 Notes may become subject to early redemption. Early redemption of the Series 2 Notes as a result of some circumstances may be dependent upon receipt by the Representative of the Noteholders of a direction from, or a resolution passed by, a certain majority of Noteholders. If the economic interest of a Noteholder represents a relatively small proportion of the majority and its individual vote is contrary to the majority vote, its direction or vote may be ignored and, if a determination is made by certain of the Noteholders to redeem the Series 2 Notes, such minority Noteholders may face early redemption of the Series 2 Notes held by them.

Limited enforcement rights

The protection and exercise of the Noteholders' rights against the Issuer under the Series 2 Notes and the enforcement of the Note Security is one of the duties of the Representative of the Noteholders. The Conditions limit the ability of individual Noteholders to commence proceedings (including proceedings for a declaration of insolvency) against the Issuer by conferring on the Meeting the power to determine

in accordance with the Rules of the Organisation of Noteholders on the ability of any Noteholder to commence any such individual actions. Accordingly, individual Noteholders may not, without breaching the Conditions, be able to commence proceedings or take other individual remedies against the Issuer unless the Meeting has approved such action in accordance with the provisions of the Rules of the Organisation of the Noteholders.

Remedies available for the purpose of recovering amounts owed in respect of the Series 2 Notes shall be limited to actions in respect of the Claims, the Issuer Available Funds and the Post-Enforcement Issuer Available Funds in accordance with the applicable Priority of Payments and the Note Security. In the event that the amounts recovered pursuant to such actions are insufficient, after payment of all other claims ranking in priority to or *pari passu* with amounts due under the Notes of each Class, to pay in full all principal and interest and other amounts whatsoever due in respect of the Series 2 Senior Notes, the Senior Noteholders will have no further actions available in respect of any such unpaid amounts.

Absence of secondary market and limited liquidity

There is not, at present, a secondary market for the Series 2 Notes, nor can there be any assurance that a secondary market for the Series 2 Notes will develop. Even if a secondary market does develop, it may not continue for the life of the Series 2 Notes or it may leave Noteholders with illiquidity of investment. Illiquidity means that a Noteholder may not be able to find a buyer to buy its Series 2 Notes readily or at prices that will enable the Noteholder to realise a desired yield. Illiquidity can have a severe adverse effect on the market value of the Series 2 Notes. Consequently, any sale of Series 2 Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of those Series 2 Notes.

In addition, prospective Noteholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Series 2 Notes. As a result of the current liquidity crisis, there exists significant additional risks to the Issuer and the investors which may affect the returns on the Series 2 Notes to investors.

Moreover, the current liquidity crisis has stalled the primary market for a number of financial products, including instruments similar to the Series 2 Notes. While it is possible that the current liquidity crisis may soon alleviate for certain sectors of the global credit markets, there can be no assurance that the market for securities similar to the Series 2 Notes will recover at the same time or to the same degree as such other recovering global credit market sectors.

There exists significant additional risks for the Issuer and investors as a result of the current crisis.

These risks include, among others, (i) the likelihood that the Issuer will find it harder to dispose of the Claims in accordance with the Transaction Documents, (ii) the possibility that, on or after the Subsequent Issue Date, the price at which assets can be sold by the Issuer will have deteriorated from their effective purchase price and (iii) the increased illiquidity and price volatility of the Series 2 Notes as there is currently no secondary trading in asset-backed securities. These additional risks may affect the returns on the Series 2 Notes to investors.

Performance of the Portfolio

The Portfolio comprises Loans which were classified as performing (*crediti in bonis*) by the Originator in accordance with the Bank of Italy's guidelines as at the Relevant Valuation Date (as defined below). See "*The Portfolio*" below. There can be no guarantee that (i) the Borrowers will not default under such Loans or that they will continue to perform thereunder; (ii) the Employer will continue to perform under the Salary Assignment and the Delegations of Payments; (iii) the Insurance Companies will perform their obligations under the Insurance Policies; or (iv) the Financial Intermediary will perform its

obligation under the Guarantee and the Financial Intermediary Agreement. It should be noted that adverse changes in economic conditions may affect the ability of the Borrowers and of the Assigned Debtors to repay the Loans.

The recovery of overdue amounts in respect of the Loans will be affected by the length of enforcement proceedings in respect of the Loans, which in the Republic of Italy can take a considerable amount of time depending on the type of action required and where such action is taken. Factors which can have a significant effect on the length of the proceedings include the following: (i) certain courts may take longer than the national average to enforce the Loans and (ii) more time will be required for the proceedings if it is necessary first to obtain a payment injunction (*decreto ingiuntivo*) or if the Borrower raises a defence or counterclaim to the proceedings.

No independent investigation in relation to the Portfolio

None of the Issuer, the Arranger nor any other party to the Transaction Documents (other than Santander) has undertaken or will undertake any loan file review, searches or other actions to verify the details of the Claims and the Portfolio, nor has any of such persons undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any Borrower, Assigned Debtor or any other debtor thereunder. There can be no assurance that the assumptions used in the modelling of the cash flows of the Claims and the Portfolio accurately reflect the status of the underlying Loan.

The Issuer will rely instead on the representations and warranties given by the Originator in the Warranty and Indemnity Agreement and in the Transfer Agreement. The only remedies of the Issuer in respect of the occurrence of a breach of a representation and warranty which materially and adversely affects the value of a Claim will be the requirement that the Originator indemnifies the Issuer for the damage deriving therefrom or repurchases the relevant Claim. See "*The Warranty and Indemnity Agreement*" below. There can be no assurance that Santander will have the financial resources to honour such obligations.

The parties to the Warranty and Indemnity Agreement have expressly agreed, pursuant to Clause 16 thereof, that claims for a breach of representation or warranty given by the Originator may be pursued against the Originator until one day and one year after the earlier of (i) the date on which the Series 2 Notes are redeemed in full and (ii) the Cancellation Date. However, there is a possibility that legal actions initiated for breach of some representations or warranties are nonetheless subject to a one-year statutory limitation period if article 1495 of the Italian civil code (which regulates ordinary sales contracts (*contratti di compravendita*)) is held to apply to the Warranty and Indemnity Agreement.

Recoveries under the Loans

Following default by a Borrower (trough its Employer and the Financial Intermediary) under a Loan, the Servicer will be required to take steps to recover the sums due under the Loan in accordance with its credit and collection policies and the Servicing Agreement. In principle, the Loan's contracts provide that upon two unpaid instalments falling due, the Originator is entitled to accelerate the agreement with the relevant Borrower under the Loan and to require immediate repayment of all amounts advanced and/or due under the relevant Loan in accordance with its terms. See "*The Servicing Agreement*" and "*The credit and collection policies*" below.

The Servicer may take steps to recover the deficiency from the Borrower (of from its Employer). Such steps could include an out-of-court settlement; however, legal proceedings may be taken against the Borrower (or its Employer) if the Servicer is of the view that the potential recovery would exceed the costs of the enforcement measures. In such event, due to the complexity of and the time involved in carrying out legal or insolvency proceedings against the Borrower (or its Employer) and the possibility for challenges, defences and appeals by the Borrower (its Employer) , there can be no assurance that any

such proceedings would result in the payment in full of outstanding amounts under the relevant Loan.

In the Republic of Italy, a lender which has received a judgment against a debtor in default may enforce the judgment through a forced sale of the debtor's (or guarantor's) goods (*pignoramento mobiliare*) or real estate assets (*pignoramento immobiliare*), if the lender has previously been granted a court order or injunction to pay amounts in respect of any outstanding debt or unperformed obligation.

Forced sale proceedings are directed against the debtor's properties following notification of an *atto di precetto* to the relevant debtor together with a *titolo esecutivo*, i.e. an instrument evidencing the nature of the claims and having certain characteristics.

The average length of time for a forced sale of a debtor's goods, from the court order or injunction of payment to the final sharing-out, is about three years. The average length of time for a forced sale of a debtor's real estate asset, from the court order or injunction of payment to the final sharing-out, is between six and seven years. In the medium-sized central and northern Italian cities it can be significantly less, whereas in major cities or in southern Italy the duration of the procedure can significantly exceed the average.

Attachment proceedings may also be commenced on due and payable claims of a borrower (such as bank accounts, salary, etc.) or on a borrower's moveable property which is located on a third party's premises.

THE SECURITISATION LAW

Securitisation Law

As of the date of this Prospectus, only limited interpretation of the application of the Securitisation Law has been issued by Italian governmental or regulatory authority; therefore it is possible that further regulations, relating to the Securitisation Law or the interpretation thereof, are issued in the future, the impact of which cannot be predicted by the Issuer or any other party to the Transaction Documents, as of the date of this Prospectus. It should be noted that Law Decree No. 145 of 23 December 2013 ("*Interventi urgenti di avvio del piano "Destinazione Italia", per il contenimento delle tariffe elettriche e del gas, per la riduzione dei premi RC-auto, per l'internazionalizzazione, lo sviluppo e la digitalizzazione delle imprese, nonché misure per la realizzazione di opere pubbliche ed EXPO 2015*") converted with amendments into Law No. 9 of 21 February 2014 ("**Law 9/2014**"), introduced certain amendments to the Securitisation Law to the purpose of improving the Securitisation Law by granting additional legal benefits to the entities involved in the securitisation transactions in Italy and better clarifying certain provisions of the Securitisation Law. For further details with respect to the Law 9/2014, please see the paragraphs headed "*Selected aspects of Italian Law – The Securitisation Law*".

Servicing of the Portfolio

The Portfolio has always been serviced by the Financial Intermediary acting in the name and on behalf of Santander up to the transfer of the relevant Claims as owner of the Loans and the relevant Claims. Following the transfer of the Claims to the Issuer, the Claims will continue to be collected by the Financial Intermediary in the name and on behalf of the Originator, acting as Servicer pursuant to the Servicing Agreement. As a result, the net cash flows from the Portfolio may be affected by decisions made, actions taken and collection procedures adopted by the Servicer pursuant to the provisions of the Servicing Agreement or by the Financial Intermediary. Santander will be fully liable for the activities carried out by the Financial Intermediary and will indemnify the Issuer of any loss or damager incurred by the Issuer as a result of the delegation of any activities and/or duties set out in the Servicing Agreement. See "*Servicing Agreement*" below.

The Servicer has been appointed by the Issuer as responsible for the collection of the Claims transferred by it (as Originator) to the Issuer and for the cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*). In accordance with the Securitisation Law, the Servicer is therefore responsible for ensuring that the collection of the Claims serviced by it and the relative cash and payment services comply with Italian law and with this Prospectus.

Enforceability of the transfer of the Salary Assignments vis-a-vis public entities

For the purposes of securing repayment of the CDQ Loans, the relevant Borrowers have assigned to the Financial Intermediary, acting in the name and on behalf of the Originator, their rights to receive up to one fifth of their net future salary or pension. Where the relevant Employer is a public entity, the transfer of the Salary Assignments relating to Initial Claims is regulated by special legislation, which requires that any assignment of claims towards a public administration or entity needs to be executed by way of a public deed (atto pubblico) or by way of an authenticated private deed (scrittura privata autenticata). In addition, the relevant public entity needs to be notified of the assignment. The above legislation, due to amendments made to the Securitisation Law by Law 9/2014 and entered into effect between the assignment of the Initial Claims and the Subsequent Claims, does not apply to the transfer of Subsequent Claims.

The transfer of the Initial Claims regarding the CDQ Loans, the repayment of which involves public entities, has been executed in compliance with the above law (one for each public entity). Notice of the transfer will be given by the Issuer as specified in the Transfer Agreement and in the Intercreditor Agreement. In any case, before notification is executed, the public entities will continue to perform their payment obligations in favour of the Servicer acting through the Financial Intermediary.

Delegations of Payments and Bankruptcy of the Servicer or of the Financial Intermediary

The Delegations of Payment relating to the Portfolio have been issued in favour of the Financial Intermediary, acting in the name and on behalf of the Originator.

Upon occurrence of any of the circumstances indicated in the Servicing Agreement, the Servicer and/or the Financial Intermediaries (as agent of the Servicer pursuant to the Servicing Agreement) in relation to which such circumstances have occurred, shall be substituted. Such substitution could give rise to the termination of the relevant Delegation of Payments.

As a result, in order for the Issuer to be entitled to receive the relevant quotas of the wages or salaries from the Employers of the relevant Borrowers in discharge of the payment obligations under the Claims, it would be necessary that (i) the Borrowers issue new Delegations of Payment in favour of the Issuer, the Successor Servicer or the Servicer (in case of bankruptcy or other insolvency proceeding of the Financial Intermediary) and (ii) the Employers accept such new Delegations of Payment, subject to the requirements and limits provided for by general law provisions and by the applicable Circulars of the Minister of Treasury. In this respect, it has to be noted that the Borrowers and the Employers are under no obligation to execute a new Delegations of Payment and accept it, respectively.

Another consequence of any bankruptcy of the Servicer or the Financial Intermediary would be that the Collections paid by the relevant Borrowers or Employers on their behalf to the bankrupt Servicer or Financial Intermediary which have been physically commingled with other sums and assets of the bankrupt Servicer or Financial Intermediary would not benefit from the segregation provided for by Article 3 of the Securitisation Law and, therefore, would not be included in the patrimonio separato, as regulated thereunder.

Termination of the Guarantee upon bankruptcy of the Financial Intermediary

Under the Financial Intermediary Agreement, the Financial Intermediary has, *inter alia*, granted to the Originator a "*non riscosso per riscosso*" guarantee in respect of the Loans (the "**Guarantee**"). Pursuant to the Guarantee, the Financial Intermediary is responsible for ensuring the full and timely payment of the outstanding amounts due under the Loans.

It should be noted that the Guarantee constitutes an unsecured obligation of the Financial Intermediary and accordingly, in the case of bankruptcy or other insolvency proceeding of a Financial Intermediary, the Claims will cease to be supported by the relevant Guarantee.

Credit risk on the Financial Intermediary

Due to the origination and servicing procedures implemented by the Originator and the Financial Intermediary, there may be a mismatch between the aggregate of all principal components still due, from time to time, by the Financial Intermediary to the Originator pursuant to the Financial Intermediary Agreement ("**Financial Intermediary Amount**") and the debt of the relevant Borrower (in respect of principal) under the relevant Loan. In particular, in certain instances, as a result of the fact that amounts due under the Loan are collected by the Financial Intermediary and thereafter transferred to the Originator, the debt of a Borrower towards the Originator is lower than the Financial Intermediary Amount of the relevant Claim. As a result, if the Financial Intermediary is insolvent and is unable to pay the Financial Intermediary Amount in full to the Issuer, the Issuer may be unable to recover the full amount from the Borrower on the grounds that the Borrower's debt is actually lower than the Financial Intermediary Amount. Failure by the Issuer to recover the full Financial Intermediary Amount may result in the Issuer being unable to pay interest on the Series 2 Notes or repay the Series 2 Notes in full.

As at the Relevant Valuation Date, there was no difference between the Financial Intermediary Amount and the aggregate debt (in respect of principal) of all the Borrowers. However a difference between those amounts could arise over time during the life of the Series 2 Notes (the "**Difference**").

Prospective investors' attention is drawn to the fact that, for an amount equal to the Difference plus interest accruing thereon, the Issuer is exposed to the Financial Intermediary's full credit risk. Consequently, a default by the Financial Intermediary could result in a loss (equal to the Difference allocated to the Financial Intermediary plus interest) for the Issuer and, ultimately, the Noteholders.

Italian consumer protection legislation

The Loans qualify as consumer loans, i.e. loans extended to individuals (the "consumers") acting outside the scope of their entrepreneurial, commercial, craft or professional activities.

In Italy, consumer loans are regulated by, *inter alia*: (a) articles 121 to 126 of the Banking Act and (b) regulation of the Bank of Italy dated 9 February 2011 (*Trasparenza delle operazioni e dei servizi bancarie e finanziari. Correttezza delle relazioni tra intermediari e clienti*). Under the current legislation, consumer loans are only those granted for amounts respectively lower and higher than the maximum and minimum levels set by sub-section 1 of article 122 of the Banking Act, such levels being currently fixed at € 75,000 and € 200, respectively.

The following risks, *inter alia*, could arise in relation to a consumer loan contract:

(i) pursuant to sub-sections 1 and 2 of article 125-*quinquies* of the Banking Act, borrowers under consumer loan contracts linked to supply contracts have the right to terminate the relevant contract with the lender following a default by the supplier, provided that such default meets the conditions set out in article 1455 of the Italian civil code. In the case of termination of the consumer loan contract, the lender must reimburse all instalments and sums paid by the consumer. However, the lender has the right to claim these payments from the relevant defaulting supplier. Pursuant to sub-section 4 of article 125-*quinquies* of the Banking Act, borrowers are entitled to exercise against the assignee of any lender under such consumer loan

contracts any of the defences mentioned under sub-sections 1 to 3 of the same article, which they had against the original lender;

(ii) pursuant to sub-section 1 of article 125-*sexies* of the Banking Act, borrowers under consumer loan contracts have the right to prepay any consumer loan without penalty and with the additional right to a *pro rata* reduction in the aggregate costs and interests of the loan. It should, however, be noted that, in the event of prepayment by the borrower, the lender, under certain circumstances, is entitled to a compensation equal to 1% of the prepaid amount of the consumer loan if the residual duration of the consumer loan is longer than one year, and equal to 0.5% of the same amount, if shorter;

(iii) pursuant to sub-section 1 of article 125-*septies* of the Banking Act, borrowers are entitled to exercise, against the assignee of any lender under a consumer loan contract, any defence (including set-off) which they had against the original lender, in derogation to the provisions of article 1248 of the Italian civil code (that is even if the borrower has accepted the assignment or has been given written notice thereof). This could result in Borrowers obtaining a right of set-off or other right of defence against the Issuer in respect of any of the Originator's obligations to the Borrower. On the other hand, pursuant to article 4 of the Securitisation Law (as recently amended by the Law 9/2014), irrespective of any other different provisions of law, the debtors assigned in the context of securitisation transactions cannot raise any set-off exception towards the assignee with respect to the assigned receivables and any claim arisen following the date of publication of the assignment in the Italian Official Gazette or following the implementation of the formalities provided for by law 21 February 1991, n. 52. Accordingly, in the context of the Securitisation of the Subsequent Claims (which have been assigned after the entering into force of Law 9/2014), the Borrowers should be entitled to exercise a right of set-off against the Issuer in respect of the Originator's obligations towards the relevant Borrower only up to the date on which the formalities described above are satisfied with reference to the Subsequent Claims. In any case, in order to mitigate such risks, the Originator has warranted and represented that it has not and it will not open bank accounts with any of the debtors; and

(iv) pursuant to sub-section 2 of article 125-*septies* of the Banking Act, there is no obligation to inform the consumer of the assignment of the rights of the lender under a consumer loan contract when the original lender maintains the servicing of the relevant claims. In addition, regulation of the Bank of Italy dated 9 February 2011 (*Trasparenza delle operazioni e dei servizi bancarie e finanziari. Correttezza delle relazioni tra intermediari e clienti*) provides that notices of assignment shall be made in accordance with, respectively, article 58 of the Banking Act with respect to the assignment of claims to be carried out in accordance with article 58 of the Banking Act and article 4 of the Securitisation Law with respect to the securitisation transaction of claims. Prior notice of the purchase of the Claims under the Transfer Agreement was not, and will not be, given to the Borrowers as the Originator will continue to service the relevant Claims and the Borrowers' payment procedure will not be subject to change. Since no notice of the assignment of the Claims to the Issuer is being given there is a risk that Borrowers who qualify as a "consumer" pursuant to the Banking Act could raise a defence in any enforcement action taken by the Issuer in respect of the relevant Loans qualifying as "consumer loans" extended to them that the assignment of the Claims cannot be enforced against them if the Originator does not continue to service the relevant Claims and the Borrowers' payment procedure are subject to change, until they receive formal notice of the assignment.

The Loans disbursed to Borrowers qualifying as a "consumer" pursuant to the Italian Banking Act are regulated, *inter alia*, by article 1469 *bis* of the Italian civil code and by the legislative decree 6 September 2005, No. 206 ("*Codice del consumo, a norma dell'articolo 7 della legge 29 luglio 2003, n. 229*") (the "**Consumer Code**"), which implement EC Directive 93/13/CEE on unfair terms in consumer contracts, and provide that any clause in a consumer contract which contains a material imbalance between the rights and obligations of the consumer under the contract, is deemed to be unfair and is not enforceable against the consumer whether or not the consumer's counterparty acted in good faith.

Article 33 of the Consumer Code identifies clauses which, if included in consumer contracts, are deemed to be prima facie unfair but which are binding on the consumer if it can be shown that such clauses were actually individually negotiated or that they can be considered fair in the circumstances of the relevant consumer contract. Such clauses include, *inter alia*, clauses which give the right to the non-consumer contracting party to (a) terminate the contract or (b) modify the conditions of the contract without reasonable cause. However, with regard to financial contracts, if there is a valid reason, the provider is empowered to modify the economic terms but must inform the consumer immediately; in this case, the consumer has the right to terminate the contract.

Pursuant to article 36 of the Consumer Code, the following clauses, *inter alia*, are considered null and void as a matter of law and are not enforceable: (a) any clause which has the effect of excluding or limiting the remedies of the consumer in case of total or partial failure by the non-consumer contracting party to perform its obligations under the consumer contract; and (b) any clause which has the effect of making the consumer party to be bound by clauses he has not had any opportunity to consider and evaluate before entering into the consumer contract.

Santander has represented and warranted in the Warranty and Indemnity Agreement that the Loans comply with all applicable laws and regulations.

Under the terms of the Warranty and Indemnity Agreement, the Originator has agreed to indemnify the Issuer in respect of any reduction in amounts received by the Issuer in respect of the Portfolio as a result of the exercise by any Borrower of a right of set-off.

Italian Usury Law

The interest payments and other remuneration paid by the Borrowers under the Loans are subject to Italian law No. 108 of 7 March 1996 (the "**Usury Law**"), which introduced legislation preventing lenders from applying interest rates equal to, or higher than, rates (the "**Usury Rates**") set every three months on the basis of a decree issued by the Italian Treasury (the latest of such decrees has been issued on 24 March 2014 and being applicable for the quarterly period from 1 April 2014 to 30 June 2014). In addition, even where the applicable Usury Rates are not exceeded, interest and other benefits and/or remuneration may be held to be usurious if: (i) they are disproportionate to the amount lent (taking into account the specific situations of the transaction and the average rate usually applied for similar transactions); and (ii) the person who paid or agreed to pay them was in financial and economic difficulties. The provision of usurious interest, benefits or remuneration has the same consequences as non-compliance with the Usury Rates.

The Italian Government, with law decree No. 394 of 29 December 2000 (the "**Usury Law Decree**" and, together with the Usury Law, the "**Usury Regulations**"), converted into law by law No. 24 of 28 February 2001, has established, *inter alia*, that interest is to be deemed usurious only if the interest rate agreed by the parties exceeds the Usury Rate applicable at the time the relevant agreement is reached. The Usury Law Decree also provides that, as an extraordinary measure due to the exceptional fall in interest rates in the years 1998 and 1999, interest rates due on instalments payable after 2 January 2001 on loans already entered into on the date on which the Usury Law Decree came into force (such date being 31 December 2000) are to be substituted with a lower interest rate fixed in accordance with parameters determined by the Usury Law Decree.

The Italian Constitutional Court has rejected, with decision No. 29/2002 (deposited on 25 February 2002), a constitutional exception raised by the Court of Benevento (2 January 2001) concerning article 1, paragraph 1, of the Usury Law Decree (now reflected in article 1, paragraph 1 of the above-mentioned conversion law No. 24 of 28 February 2001). In so doing, it has confirmed the constitutional validity of the provisions of the Usury Law Decree which hold that interest rates may be deemed to be void due to usury only if they infringe Usury Regulations at the time they are agreed between the borrower and the lender and not at the time such rates are actually paid by the borrower.

Pursuant to the Warranty and Indemnity Agreement, the Originator has undertaken to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with any loss or reduction in any interest accrued prior to the Initial Execution Date. However, if a Loan is found to contravene the Usury Regulations, the relevant Borrower might be able to claim relief on any interest previously paid and oblige the Issuer to accept a reduced rate of interest, or potentially no interest on such Loan. In such cases, the ability of the Issuer to maintain scheduled payments of interest and principal on the Series 2 Notes may be adversely affected.

Compounding of interest (*anatocismo*)

Pursuant to article 1283 of the Italian civil code, accrued interest in respect of a monetary claim or receivable may be capitalised after a period of not less than six months only (i) under an agreement subsequent to such accrual or (ii) from the date when any legal proceedings are commenced in respect of that monetary claim or receivable. Article 1283 of the Italian civil code allows derogation from this provision in the event that there are recognised customary practices (*usi*) to the contrary. Banks and financial companies in the Republic of Italy have traditionally capitalised accrued interest on a three-monthly basis on the grounds that such practice could be characterised as a customary practice (*uso normativo*). However, a number of recent judgments from Italian courts (including the judgments from the Italian Supreme Court (*Corte di Cassazione*) No. 2374/1999, No 2594/2003 and No. 21095/2004) have held that such practices are not *uso normativo*. As a result, if customers of the Originator were to challenge this practice and such interpretation of the Italian civil code were to be upheld before other courts in the Republic of Italy, there could be a negative effect on the returns generated from the Loans.

Recently, article 1, paragraph 629 of law No. 147 of 27 December 2013 (so called, "*Legge di Stabilità 2014*") amended article 120, paragraph 2, of the Consolidated Banking Act, providing that interests shall not accrue on capitalised interests. However, given the novelty of this new legislation and the absence of any jurisprudential interpretation, the impact of such new legislation may not be predicted as at the date of this Prospectus.

Santander has consequently undertaken in the Warranty and Indemnity Agreement to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with any challenge in respect of interest on interest. In this respect, it should be noted that article 25, paragraph 3, of legislative decree No. 342 of 4 August 1999 ("**Law No. 342**"), enacted by the Italian Government under a delegation granted pursuant to law No. 142 of 19 February 1992, has considered the capitalisation of accrued interest (*anatocismo*) made by banks prior to the date on which it came into force (19 October 1999) to be valid. After such date, the capitalisation of accrued interest is no longer possible upon the terms established by a resolution of the CICR issued on 22 February 2000. Law No. 342 has been challenged and decision No. 425 of 17 October 2000 of the Italian Constitutional Court has declared as unconstitutional under the provisions of Law No. 342 regarding the validity of the capitalisation of accrued interest made by banks prior to the date on which Law No. 342 came into force.

Prepayments under loan agreements

Pursuant to article 65 ("**Article 65**") of Royal Decree No. 267 of 16 March 1942 (the "**Bankruptcy Law**"), payments made by a debtor with respect to debts that fall due on or after the date on which the relevant debtor is declared bankrupt are ineffective against the creditors of the relevant debtor, if such payments are made within the two years prior to the declaration of bankruptcy. Any such ineffective payment may therefore be clawed- back by the bankruptcy receiver of the payor regardless of whether the debtor was insolvent at the time when the payment was made.

In this respect, it should be noted that the Securitisation Law, as amended by Law 9/2014, provides that (i) the claw-back provisions set forth in Article 67 of the Bankruptcy Law do not apply to payments made by Borrowers to the Issuer in respect of the securitised Claims and (ii) prepayments made by

Borrowers under securitised Claims are not subject to the declaration of ineffectiveness pursuant to Article 65 of the Bankruptcy Law. For further details with respect to the Law 9/2014, please see the section headed "*Selected aspects of Italian Law – The Securitisation Law*".

Restructuring arrangements in accordance with Law No. 3 of 27 January 2012

Following the recent enactment of Law No. 3 of 27 January 2012, a debtor who is neither subject nor eligible to be subject to ordinary insolvency procedures in accordance with the Bankruptcy Law is entitled to enter into a restructuring arrangement with his/her creditors.

The new law applies, therefore, to debtors who are not eligible to be adjudicated bankrupt under the Bankruptcy Law and who are in a state of over indebtedness, being a situation where there is a continuing imbalance between the debtor's obligations and his/her highly liquid assets and the relevant debtor is no longer capable of duly performing his/her relevant obligations.

A debtor in a state of over indebtedness is entitled to submit to his/her creditors, with the assistance of a competent body (*Occ-Organismi per la Composizione della Crisi*), a draft restructuring arrangement providing that, among others, those creditors not adhering to such arrangement and those creditors having security interests over the debtor's assets will be repaid in full.

Such draft arrangement will set out, among others, the revised terms for payments due to the creditors, the security interests which may be created to secure such payments and the conditions for the dismissal of the debtor's assets. If the debtor's assets and income are not sufficient to ensure the implementation of the draft arrangement, the draft arrangement must be endorsed by one or more third parties who undertake to provide, also by way of security, additional assets or income.

Subject to certain conditions, the draft arrangement may provide for a moratorium on payments due to those creditors not adhering to such arrangement for a period of up to one year.

Upon filing of the draft arrangement and the supporting documents with the competent court, the judge appointed for the procedure is entitled to order an hearing to the extent that the relevant arrangement meets the requirements provided for by the applicable law. The draft arrangement and the decree are subject to appropriate publication and communication to creditors. During the hearing, the judge may award an automatic stay of up to 120 days with respect to the enforcement actions over the assets of the relevant debtor. The automatic stay however will not apply to those creditors having title to receivables which cannot be attached.

A favourable vote of creditors representing at least 70% of the relevant claims is required for the approval of the draft restructuring arrangement.

Once the draft restructuring arrangement is approved, the competent body shall deliver to all creditors a report on the approval procedure attaching the restructuring arrangement and the relevant creditors may challenge such arrangement within 10 days of receipt of such report.

Upon expiry of such term, the competent body will deliver the relevant report (including any challenge received and a feasibility assessment of the draft restructuring arrangement) to the competent judge who will be entitled, subject to appropriate final verification, to certify (*omologa*) the restructuring arrangement.

The competent body will be in charge to supervise the duly performance of the obligations arising from the relevant restructuring arrangement. Such arrangement, however, remains subject to termination or may be declared null and void in specific circumstances provided for by applicable law.

Given the novelty of this new legislation, the impact thereof on the cashflows deriving from the Portfolio and, as a consequence, on the amortisation of the Series 2 Notes may not be predicted as at the date of this Prospectus.

Historical, financial and other information

The historical, financial and other information set out in the sections headed "*The credit and collection policies*", "*The Servicing Agreement*", "*The Originator and Servicer*" and "*The Portfolio*" below, including information in respect of collection rates, represents the historical experience of Santander. There can be no assurance that the future experience and performance of Santander, as Servicer of the Portfolio, will be similar to the experience shown in this Prospectus.

Competition in the consumer credit and banking business

Santander faces significant competition from a large number of banks and consumer credit firms throughout the Republic of Italy. Many of its competitors have in the recent past adopted and implemented aggressive policies aimed at increasing their market share and reaching the critical mass which would enable them to face the challenges imposed by the market and, in particular, to invest heavily in more reliable and efficient credit scoring technologies.

The deregulation of the banking industry in Italy and throughout the European Union has intensified competition in both deposit-taking and lending activities, contributing to a progressive narrowing of spreads between deposit and loan rates. In addition, as with all European banks, the introduction of European Economic and Monetary Union ("**EMU**") pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union, may eliminate markets in which the Originator has a comparative advantage and provide significantly more competition in other areas, such as electronic banking.

Administration and reliance on third parties

The ability of the Issuer to make payments in respect of the Series 2 Notes will depend upon the due performance by the parties to the Transaction Documents of their respective various obligations under the Transaction Documents to which they are each a party. In particular, without limitation, the punctual payment of amounts due on the Series 2 Notes will depend on the ability of the Servicer to service the Portfolio and to recover the amounts relating to Defaulted Claims (if any). In addition, the ability of the Issuer to make payments under the Series 2 Notes may depend to an extent upon the due performance by the Originator of its obligations under the Warranty and Indemnity Agreement in respect of the Portfolio. The performance of such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party. In each case, the performance by the Issuer of its obligations under the Transaction Documents is also dependent on the solvency of, *inter alios*, Santander.

In the event of the termination of the appointment of the Servicer under the Servicing Agreement, it would be necessary for the Issuer to appoint a substitute servicer (acceptable to the Representative of the Noteholders). Such substitute servicer would be required to assume responsibility for the services required to be performed under the Servicing Agreement for the Loans. The ability of a substitute servicer to fully perform the required services would depend, *inter alia*, on the information, software and records available at the time of the relevant appointment. There can be no assurance that a substitute servicer will be found or that any substitute servicer will be willing to accept such appointment or that a substitute servicer will be able to assume and/or perform the duties of the Servicer pursuant to the Servicing Agreement. In such circumstances, the Issuer could attempt to sell all, or part, of the Claims, but there is no assurance that the amount received on such a sale would be sufficient to repay in full all amounts due to the Noteholders. The Representative of the Noteholders has no obligation to assume the role or responsibilities of the Servicer or to appoint a substitute servicer.

Legal proceedings

The Santander Banking Group is subject to a variety of claims and Santander is party to a certain number of legal proceedings arising in the ordinary course of business. Although the outcome of such claims is inherently uncertain and several litigants claim relatively large sums in damages, Santander has represented and warranted that, as at the date of the Warranty and Indemnity Agreement, to its knowledge, it is not involved in any litigation, the outcome of which might jeopardise its ability to perform the obligations of each under the Transaction Documents to which it is a party.

Claw-back of the transfer of the Claims

The transfers of the Claims under the Transfer Agreement are subject to claw-back upon bankruptcy of the Originator under article 67 of the Bankruptcy Law but only in the event that the relevant transfer is perfected within three months of the adjudication of bankruptcy of Santander or, in cases where paragraph 1 of article 67 of the Bankruptcy Law applies, within six months of the adjudication of bankruptcy.

Claw – back of the repurchase of the claims

Pursuant to the Transfer Agreement, under certain circumstances the Originator has the right to purchase back from the issuer single Claims. In case the Originator is subjected to an insolvency procedure, the relevant administrator could seek claw back against these repurchase of Claims. Due to the lack of any court interpretation on the matter, it is unclear whether the relevant claw back period would be the one indicated by article 67 of the Bankrupcty Law or the shortened one indicated in the paragraph above.

Limited nature of credit ratings assigned to the Series 2 Senior Notes

The credit ratings assigned to the Series 2 Senior Notes reflects the Rating Agencies' assessment only in relation to likelihood of timely payment of interest and the ultimate repayment of principal on or before the Maturity Date, not that such payments will be paid when expected or scheduled. These ratings are based, among other things, on the Rating Agencies' determination of the value of the Portfolio, the reliability of the payments on the Portfolio and the availability of credit enhancement.

The ratings do not address, among others, the following:

- the possibility of the imposition of Italian or European withholding tax; or
- the marketability of the Series 2 Senior Notes, or any market price for the Series 2 Senior Notes; or
- whether an investment in the Series 2 Senior Notes is a suitable investment for the Noteholder.

A rating is not a recommendation to purchase, hold or sell the Series 2 Senior Notes.

The Rating Agencies may lower their ratings or withdraw their ratings if, in the sole judgment of the Rating Agencies, the credit quality of the Series 2 Senior Notes has declined or is in question. If any rating assigned to the Series 2 Senior Notes is lowered or withdrawn, the market value of the Series 2 Senior Notes may be affected.

Tax treatment of the Issuer

Taxable income of the Issuer is determined, without any special rights, in accordance with Italian presidential decree No. 917 of 22 December 1986 as subsequently amended (the Italian Income Taxes Consolidated Code). Pursuant to the regulations issued by the Bank of Italy on 29 March 2000 (*schemi di bilancio delle società per la cartolarizzazione dei crediti*) as confirmed in its regulations issued on 14 February 2006 (*istruzioni per la redazione dei bilanci degli intermediari finanziari iscritti nell'Elenco*

Speciale, degli Istituti di moneta elettronica, delle Società di gestione del risparmio e delle Società di intermediazione mobiliare), the assets, liabilities, costs and revenues of the Issuer in relation to the Securitisation will be treated as off-balance sheet assets, liabilities, costs and revenues. Based on the general rules applicable to the calculation of the net taxable income of a company, pursuant to which such taxable income should be calculated on the basis of accounting earnings (i.e. on-balance sheet earnings), subject to such adjustments as are specifically provided for by applicable income tax rules and regulations and according to the guidelines of the Italian tax authorities (circular No. 8/E of 6 February 2003), no taxable income should accrue to the Issuer until the satisfaction of the obligations of the Issuer to the holders of the Series 2 Notes, to the Other Issuer Creditors and to any third-party creditor in relation to whom the Issuer has incurred costs, liabilities, fees and expenses in relation to the securitisation of the Claims. Future rulings, guidelines, regulations or letters relating to the Securitisation Law issued by the Italian Ministry of Economy and Finance, or other competent authorities, may alter or affect the tax position of the Issuer, as described above.

Pursuant to the Bank of Italy regulations, the accounting information relating to the securitisation of the Claims will be contained in the Issuer's *Nota Integrativa* which, together with the balance sheet and the profit and loss statements, forms part of the financial statements of Italian limited liability companies (*società a responsabilità limitata*).

A transfer of claims falls within the scope of VAT if it can be characterised as a supply of services rendered by the purchaser. In this respect, a transfer of claims entails a supply of services in the event and to the extent that (i) it has a "financial purpose" pursuant to Article 3, paragraph 2, item 3) of Presidential Decree of 26 October 1972, No. 633 and (ii) it is effected for consideration pursuant to Article 3, paragraph 1 of the above mentioned Presidential Decree. As far as the "financial purpose" is concerned, it must be pointed out that the transfer of the claims related to the securitisation in question takes place in the context of a "financial transaction" because (a) the Originator transfers the claims to the Issuer in order to enable the latter to raise funds (through the issuance of Notes collateralised by the claims) to be advanced to the Originator as transfer price of the claims; (b) the Issuer will effectively be entitled to retain for itself all collection and recoveries proceeds of the claims to the extent necessary to repay the principal amount of the Notes and to pay interest thereon and all costs borne by the Issuer in the context of the Transaction. As far as the transfer of claims for a consideration is concerned, it must be pointed out that this matter has been analysed by the EU Court of Justice and by *Agenzia delle Entrate* (among others EU Court of Justice judgment of June 26, 2003 on case C-305/01 and Resolution No. 32/E of 11 March 2011 issued by *Agenzia delle Entrate*). According to the above judgments and resolutions, the remuneration of the "financial transaction" executed through the assignment of claims would be represented by any existing positive difference between the face value of the claims and the purchase price paid by the purchaser for the purchase of the same claims (*i.e.* the so-called "Discount") as well as by any commission paid by the transferor with the purpose to remunerate the transferee for the payment in advance made before the expiration of the claim, which in substance constitutes a financing. In the absence of a remuneration for the financing granted through the transfer of claims, such transfer cannot result in the supply of a "financial transaction" for VAT purposes. In a judgment (Judgment of October 27, 2011 on case C-93/10), the EU Court of Justice took an even more restrictive view on this matter, by stating, with specific reference to non-performing claims, as follows "*an operator who, at his own risk, purchases defaulted debts at a price below their face value does not effect a supply of services for consideration and does not carry out an economic activity falling within the scope of that directive when the difference between the face value of those debts and their purchase price reflects the actual economic value of the debts at the time of their assignment*". On the basis of a cross interpretation of principles embodied in Resolution No. 32/E of 2011 and EU Court of Justice C-93/10, it can be summarised that, with specific reference to non-performing claims, whenever the amount paid by a purchaser in exchange for the acquisition of the claims reflects the actual economic value of the claims, no "financial service" for VAT purposes would be rendered by the purchaser. According to the above in a context of a securitisation transaction, as the one at stake, if (i) a portfolio of performing claims is not transferred either for a consideration due by the transferor to the transferee or for a discount below the face value of the claims or (ii) a portfolio of non-performing claims is transferred for a price not below

the actual economic value of the claims at the time of their assignment, the relevant transfer could be treated not as a "financial transaction" rendered by the Issuer and therefore the transaction could not qualify for VAT purposes as *operazione esente* (VAT exempt subject to VAT at the zero per cent. rate) and could qualify instead as *operazione fuori campo* (out of the scope of VAT and not subject to VAT). In this respect, if a transaction does not fall within the scope of VAT, VAT is not due and proportional registration tax will be applicable. Should for any reason the Transfer Agreement be subject, either voluntarily or in case of use or enunciation, to registration, 0.5% registration tax will be payable on the nominal value of the transferred claims. However it must be pointed out that both EU Court of Justice decisions and *Agenzia delle Entrate* resolutions mentioned above make specific reference to the transfer of claims within the context of a factoring transaction and without specifically considering a securitisation transaction. Since both factoring and securitisation transactions share similar "financial purposes", the general consensus in the tax doctrine is that the transfer of claims must be treated similarly within the context of both transactions. However a different interpretation may be suggested by a different characterisation of a securitisation transaction *vis à vis* a factoring transaction. In particular it may be argued that usually the purpose of the transfer of claims is that of raising funds (*i.e.* being financed) through the subscription of the senior notes by the investors (which remuneration are the interests on the senior notes).

Further to Italian Supreme Court judgment No. 10865 of 23 May 2005, the notification of the transfer agreements to the relevant employer which is a public entity through a court bailiff should be considered *a caso d'uso* (case of use). Consequently, 0.5% registration tax will be payable on the nominal value of the transferred receivables, subject to notification, according to the Resolution No. 32/E of 11 March, 2011 issued by *Agenzia delle Entrate*. In addition, a 0.5% registration tax may be payable as the transfer agreements subject to notification make clear reference to the Transfer Agreement, as the procedure qualify as *enunciazione* according to article 22 of Italian Presidential Decree No. 131 of April 26, 1986.

Withholding tax under the Series 2 Senior Notes

Where the Series 2 Senior Notes fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*), as defined in "*Taxation in the Republic of Italy*" below, any beneficial owner of an interest payment relating to the Series 2 Notes of any Class, who is a non-Italian resident without a permanent establishment in Italy to which the Series 2 Notes are effectively connected and (a) is not resident, for tax purposes, in a country which allows for a satisfactory exchange of information with the Italian tax authorities or an institutional investor established therein, or (b) has failed to comply with the requirements and procedures set forth in Italian legislative decree No. 239 of 1 April 1996, as subsequently amended ("**Decree 239**") in order to benefit from an exemption, will receive amounts of interest payable on the Series 2 Senior Notes net of Italian withholding tax, referred to as a substitute tax (*imposta sostitutiva*). As at the date of this Prospectus, such withholding tax is levied at the rate of 20 per cent. (rising to 26 per cent. as of 1 July 2014 according to Law Decree No. 66/2014 to be converted into Law by 23 June 2014) or at the reduced rate provided for by the applicable double tax treaty, if any.

In the event that withholding taxes are imposed in respect of payments to Noteholders of amounts due pursuant to the Series 2 Notes, whether or not through a substitute tax, the Issuer will not be obliged to gross up any such payments or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of withholding taxes.

Change of law

The structure of the transaction and, *inter alia*, the issue of the Series 2 Notes and the rating assigned to the Series 2 Senior Notes are based on Italian and English law, on tax and administrative practice in effect at the date hereof and having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to any possible change to Italian or English law, tax

or administrative practice after the Subsequent Issue Date.

Fixed and floating security

Security given under the English law-governed transaction documents, although expressed as fixed security, may take effect as a floating charge and thus on enforcement certain preferential creditors may rank ahead of the Issuer Secured Creditors.

Projections, forecasts and estimates

Words such as "intend(s)", "aim(s)", "expect(s)", "will", "may", "believe(s)", "should", "anticipate(s)" or similar expressions are intended to identify forward-looking statements and subjective assessments. Forward-looking statements, including estimates, any other projections and forecasts in this Prospectus, are necessarily speculative and subjective in nature and some or all of the assumptions underlying the projections may not materialise or may vary significantly from actual results.

Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. Prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Prospectus and are based on assumptions that may prove to be inaccurate. No one undertakes any obligation to update or revise any forward-looking statements contained herein to reflect events or circumstances occurring after the date of this Prospectus.

Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Series 2 Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Series 2 Notes are responsible for analysing their own regulatory position and none of the Issuer, the Originator, the Arranger makes any representation to any prospective investor or purchaser of the Series 2 Notes regarding the regulatory capital treatment of their investment on the Subsequent Issue Date or at any time in the future.

Prospective investors should be aware that certain EU regulations provide for certain retention and due diligence requirements which shall be applied, or are expected to be applied in the future, with respect to regulated investors (including, *inter alia*, authorised alternative investment fund managers, insurance and reinsurance companies and UCITS funds, credit institutions, investment firms or other financial institutions) which intend to invest in a securitisation transaction. Among other things, such requirements restrict a relevant investor from investing in asset-backed securities unless (i) that relevant investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a net economic interest of not less than 5 (five) per cent in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the notes acquired by the relevant investor. Such requirements are provided, *inter alia*, by the following EU regulations (without prejudice to any other applicable EU regulations):

(a) *The CRR*

The European Parliament and the EU Council adopted on 26 June 2013 Regulation (EU) No. 575/2013 and Directive 2013/36/EU (the so-called "**CRD IV**"). In particular, Directive 2013/36/EU governs the access to deposit-taking activities while Regulation No. 575/2013 (the "**CRR**" or the "**Capital Requirement Regulation**") establishes the prudential requirements institutions need to respect. The CRD IV has replaced and re-casted, in general, with effect from 1 January 2014, Directives 2006/48/EC and 2006/49/EC, as amended by Directive 2009/111/EC. In particular, pursuant to Article 163 of Directive 2013/36/EU, Directive 2006/48/EC has been repealed with effect from 1 January 2014 and references to such repealed Directive shall be construed as references to Directive 2013/36/EU and to Regulation (EU) No 575/2013 and shall be read in accordance with the correlation tables set out respectively in the abovementioned Directive and Regulation.

The main role of CRD IV is to implement in the EU the key Basel III reforms agreed in December 2010. These include, *inter alios*, amendments to the definition of capital and counterparty credit risk and the introduction of a leverage ratio and liquidity requirements. In particular, in the context of this new European regulatory capital framework, the provisions of Article 122-*bis* of Directive 2006/48/EC, as amended by Directive 2009/111/EC have been re-casted by the new provisions of Articles 404 to 409 of CRR (which includes, *inter alios*, the extension of the applications of the requirements also to regulated investment firms). In addition, the current guidelines on the abovementioned Article 122-*bis* will be replaced by new and potentially different regulatory technical standards in relation to which, the European Banking Authority published on 17 December 2013 the final draft regulatory technical standards ("**RTS**") on securitisation retention rules and related requirements, as well as the final draft implementing technical standards ("**ITS**") on the convergence of supervisory practices related to the implementation of additional risk weights in the case of non-compliance with the retention rules consultation paper. These RTS and ITS have been developed respectively in accordance with Article 410(2) and 410(3) of the CRR. On 17 December 2013, the final standards have been submitted by the European Banking Authority to the European Commission for their adoption as EU Regulations, that will be directly applicable throughout the European Union. In this respect, it has to be noted that (i) on 16 June 2014, has been published on the Official Journal of the European Union the Commission Delegated Regulation (EU) No. 625/2014, supplementing the CRR by way of regulatory technical standards specifying the requirements for investor, sponsor, original lenders and originator institutions relating to exposures to transferred credit risk; and (ii) on 16 April 2014, the European Commission has adopted the final version of the ITS, which will enter into force following its publication in the Official Journal of the European Union. It is uncertain how any such changes to the current regime will affect transactions entered into previously. No assurance can be provided that any changes made or that will be made in connection with CRD IV and/or CRR (including through the corresponding regulatory technical standards) will not affect the requirements applying to relevant investors.

In particular, in Europe, investors should be aware that the Capital Requirements Regulation restricts an institution (credit institution, investment firm or other financial institution) from investing in asset-backed securities unless the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to such institution that it will retain, on an ongoing basis, a net economic interest of not less than 5% in respect of certain specified credit risk tranches or asset exposures as contemplated by Article 405 of the CRR ("**Article 405**"). In addition, Article 406 of the CRR requires an EU regulated credit institution, before becoming exposed to the risks of a securitisation, and as appropriate thereafter, to be able to demonstrate to the competent authorities, for each of its securitisation transaction, that it has a comprehensive and thorough understanding of the key terms and risks of the transaction and it has undertaken certain due diligence in respect of, amongst other things, its note position and the underlying exposures and that procedures are established for such activities to be conducted on an on-going basis.

Pursuant to Article 407 of the CRR, where an institution does not meet the requirements in

Articles 405, 406 or 409 of the CRR in any material respect by reason of the negligence or omission of the institution, the competent authorities shall impose a proportionate additional risk weight of no less than 250% of the risk weight (capped at 1 250%) which shall apply to the relevant securitisation positions in the manner specified in the CRR;

(b) *The AIFMD*

On 22 July 2013, Directive 2011/61/EU of 8 June 2011 on Alternative Investment Fund Managers ("**AIFMD**") became effective. Article 17 of AIFMD required the EU Commission to adopt level 2 measures similar to those set out in CRR, permitting EU managers of alternative investment funds ("**AIFMs**") to invest in a securitisations transaction on behalf of the alternative investment funds ("**AIFs**") they manage only if the originator, sponsor or original lender has explicitly disclosed that it will retain on an ongoing basis, a material net economic interest of not less than 5 (five) per cent in respect of certain specified credit risk tranches or asset exposures and also to undertake certain due diligence requirements. Commission Delegated Regulation (EU) no. 231/2013 (the "**AIFMD Level 2 Regulation**") included those level 2 measures. Although certain requirements in the AIFMD Level 2 Regulation are similar to those which apply under the CRR, they are not identical. In particular, the AIFMD Level 2 Regulation requires AIFMs to ensure that the sponsor or originator of a securitisation transaction meets certain underwriting and originating criteria in granting credit, and imposes more extensive due diligence requirements on AIFMs investing in securitisations than the ones are imposed on prospective investors under the CRR. Furthermore, AIFMs who discover after the assumption of a securitisation exposure that the retained interest does not meet the requirements, or subsequently falls below 5 (five) per cent of the economic risk, are required to take such corrective action as is in the best interests of investors. It is unclear how this last requirement is expected to be addressed by AIFMs should those circumstances arise. The requirements of the AIFMD Level 2 Regulation apply to new securitisations issued on or after 1 January 2011.

Legislative Decree no. 44 of 4 March 2014 implementing AIFMD has been published in the Official Gazette of the Republic of Italy on 25 March 2014;

(c) *The Solvency II Directive*

Directive 2009/138/EU (the "**Solvency II Directive**") requires the adoption by the European Commission of implementing measures laying down the requirements that will need to be met by originators of asset-backed securities in order for EU insurance and reinsurance companies to be allowed to invest in such instruments following implementation of the Solvency II Directive. In particular, in order to ensure cross-sectoral consistency and to remove misalignment between the interests of the originators and the interests of insurance or reinsurance companies that invest in securitisation positions, the Solvency II Directive specifically provide that the European Commission shall adopt implementing measures laying down:

(i) the requirements that need to be met by the originator in order for an insurance or reinsurance companies to be allowed to invest in asset back securities issued after 1 January 2011, including requirements that ensure that the originator retains a net economic interest in such instruments of no less than 5 (five) per cent; and

(ii) qualitative requirements that must be met by insurance or reinsurance companies that invest in such securities in respect of certain specified credit risk tranches or asset exposures.

The terms of the implementing measures which will be adopted by the European Commission are not yet finalised, but it is expected such measures will require insurance and reinsurance companies to carry out due diligence prior to investing in asset backed securities and that failure to comply with the requirements set out in the implementing measures will result in a penal capital charge to the insurance or reinsurance company.

Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear and this uncertainty is increased by certain legislative developments. In particular, in the context of the requirements which apply in respect of EU regulated credit institution investors, investment firms and authorised alternative investment fund managers, the corresponding interpretation materials (to be made in the form of technical standards) have not yet been finalised. No assurance can be provided that such final materials will not affect the compliance position of previously issued transactions and/or the requirements applying to relevant investors in general.

The risk retention and due diligence requirements described above apply, or are expected to apply, in respect of the Series 2 Notes. Prospective Noteholders should therefore make themselves aware of such requirements (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Series 2 Notes.

With respect to the commitment of each of the Originator to retain a material net economic interest in the securitisation under Article 405, with respect to the information to be made available by the Issuer or another relevant party from Article 405 to Article 409 of the CRR, please refer to section headed "*Compliance with Articles 404 to 409 of the CRR and with Article 51 of the AIFMD 2 Regulation*".

Prospective Noteholders are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any and all relevant requirements applicable to it and none of the Issuer, the Originator, the Servicer, the Arranger or any other party to the Transaction Documents makes any representation that the information described above is sufficient in all circumstances for such purposes. Prospective Noteholders who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory charges for non-compliance with the applicable provisions and any implementing rules in a relevant jurisdiction should seek guidance from their regulator.

The EU risk retention and due diligence requirements described above and any other changes to the regulation or regulatory treatment of the Series 2 Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Series 2 Notes in the secondary market.

Political and economic developments in the Republic of Italy and in the European Union

The financial condition, results of operations and prospects of the Republic of Italy and companies incorporated in the Republic of Italy may be adversely affected by events outside their control, namely European law generally, any conflicts in the region or taxation and other political, economic or social developments in or affecting the Republic of Italy generally.

U.S. Foreign Account Tax Compliance Withholding

The U.S. Foreign Account Tax Compliance Act ("**FATCA**") generally imposes a new reporting regime and potentially a 30.00 per cent withholding tax with respect to certain payments to certain non-U.S. financial institutions (including entities such as the Issuer) that do not enter into and comply with an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide certain information about the holders of its debt or equity. The new withholding regime will be phased in beginning in 2014.

In particular, this withholding tax may be triggered if (i) the issuer is a foreign financial institution ("**FFI**") (as defined by FATCA), which enters into and complies with an agreement with the IRS to provide certain information on its account holders (a term which includes the holders of its debt or equity interests that are not regularly traded on an established securities market) (making the issuer a "**participating FFI**"), (ii) any payment by the issuer is considered to be attributable to any U.S. source "withholdable payment" to the issuer , and (iii) (a) an investor does not provide information sufficient

for the participating FFI to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States account" of such issuer, or (b) any FFI through which payment on the notes or other payments are made is not a participating FFI.

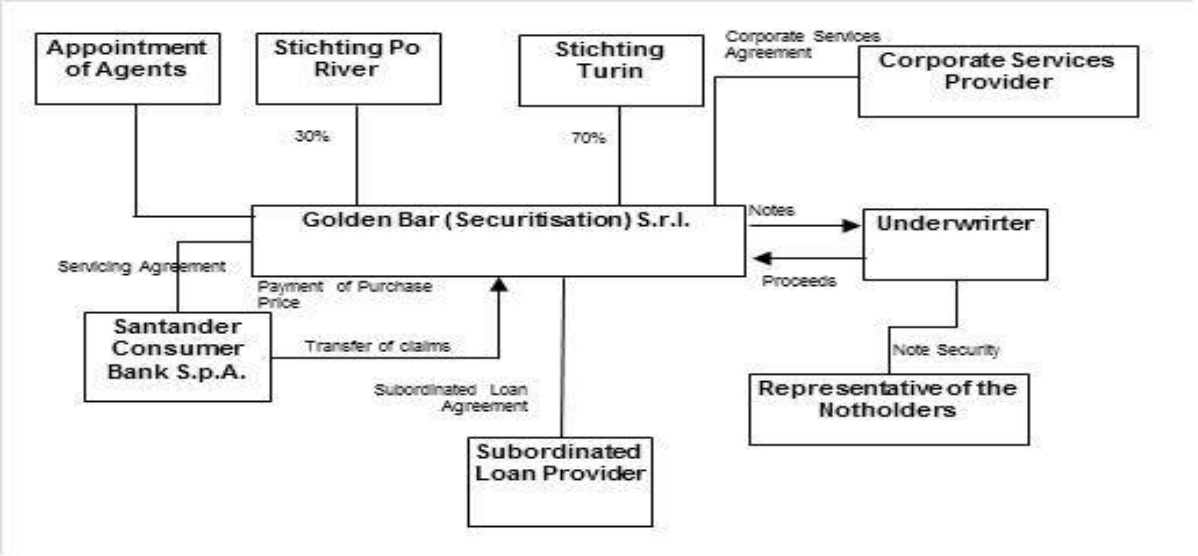
The application of FATCA is not yet clear and therefore is unclear how the FATCA reporting and withholding regime may affect interest, principal or other amounts due under the Series 2 Notes or any payment to be made by any paying agent or any other Party to this Transaction. If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest or principal on the Series 2 Notes or other payments from a Party to this Transaction as a result of a holder's failure to comply with these rules or as a result of the presence in the payment chain of a non-participating FFI, none of the Issuer, any paying agent or any other person would, pursuant to the Conditions or any other Transaction Documents, be required to pay additional amounts as a result of the deduction or withholding of such tax.

Holders of notes should consult their own tax advisors about the application of FATCA and on how the above rules may apply to, or affect, payments to be received under the Series 2 Notes or any other payments to be made by the Parties to this Transaction.

The Issuer believes that the risks described above are the principal risks inherent in the transaction for holders of the Series 2 Senior Notes but the inability of the Issuer to pay interest or repay principal on the Series 2 Senior Notes of any such Class of Notes may occur for other reasons and the Issuer does not represent that the above statements of the risks of holding the Series 2 Senior Notes are exhaustive. While the various structural elements described in this Prospectus are intended to lessen some of these risks for holders of the Series 2 Senior Notes, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Series 2 Senior Notes of such Classes of interest or principal on such Series 2 Senior Notes on a timely basis or at all.

STRUCTURE DIAGRAM

The following structure diagram does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus. Words and expressions defined elsewhere in this Prospectus.



CREDIT STRUCTURE

Ratings of the Series 2 Notes

It is a condition precedent to the issue of the Series 2 Notes that the Series A2 Notes will be rated, respectively, "A3" by Moody's and "A" by DBRS. The Series B2 Notes will be rated, respectively, "Ba1" by Moody's and "BB" by DBRS.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any one of the Rating Agencies.

The Series C2 Notes will not be assigned a rating.

The credit ratings included or referred to in this Prospectus have been issued by Moody's or DBRS. As of the date of this Prospectus, each of DBRS and Moody's is established in the European Union and was registered on 31 October 2011 in accordance with the CRA Regulation and is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the ESMA Website.

Cash flow through the Accounts

Collections in respect of the Loans will be paid by the Borrowers to the Servicer. All Collections are required to be transferred by the Servicer into the Collection Account one Business Day following their receipt by the Servicer, provided that, in the case of exceptional circumstances causing an operational delay in the transfer, the Collections will be transferred to the Collection Account within three Business Days of the date on which such Collections are received by the Servicer.

Under the Agency and Accounts Agreement, the Account Bank has agreed to pay interest on funds on deposit from time to time in the Cash Accounts at a rate agreed between the Issuer and the Account Bank.

Monies standing to the credit of the Equity Capital Account, including interest accruing thereon from time to time, will not constitute Issuer Available Funds or Pre-Enforcement Available Funds and will not be used to pay interest or repay principal on the Series 2 Notes.

Cash Reserve and Liquidity Reserve

The Issuer has established a reserve fund in the Cash Reserve Account and a liquidity reserve fund in the Liquidity Facility Account.

"**Cash Reserve**" means the monies standing to the credit of the Cash Reserve Account at any given time.

"**Liquidity Reserve**" means the monies standing to the credit of the Liquidity Reserve Account at any given time.

On the Initial Issue Date, a portion of the amount drawn down under the Subordinated Loan Agreement equal to € 30,232,925 has been credited into the Cash Reserve Account whilst the remaining portion equal to € 23,186,000 has been credited into the Liquidity Reserve Account.

On each Interest Payment Date,

(i) the Cash Reserve will be increased or replenished, as the case may be, up to the Target Cash Reserve Amount out of the Issuer Available Funds and in accordance with the Pre-Enforcement Priority of Payments; and

(ii) the Liquidity Reserve will be increased or replenished, as the case may be, up to the Liquidity Reserve Amount out of the Issuer Available Funds and in accordance with the Pre-Enforcement Priority of Payments.

On each Calculation Date,

(A) the Cash Reserve (or part of it) will be used to augment the Issuer Available Funds; and

(B) the Liquidity Reserve (or part of it) will be used to augment the Issuer Available Funds to the extent necessary to make the payments falling due on the immediately following Interest Payment Date under items (i) to (v) of the Pre-Enforcement Priority of Payments.

"**Target Cash Reserve Amount**" means, in respect of each Interest Payment Date,

(1) up to the Interest Payment Date falling on April 2014 (included), the lower of:

(a) € 30,232,925; and

(b) the greater of:

(i) € 7,500,000; and

(ii) 2.5% of the aggregate Principal Amount Outstanding of the Notes as at such Interest Payment Date (following payments under the Notes to be made on such Interest Payment Date),

(2) on each Interest Payment Date thereafter, the lower of:

(a) € 21,303,442; and

(b) the greater of:

(i) € 7,500,000; and

(ii) 1.9% of the aggregate Principal Amount Outstanding of the Notes as at such Interest Payment Date (following payments under the Notes to be made on such Interest Payment Date),

provided that:

(A) notwithstanding the formula above, the Target Cash Reserve Amount may not be reduced below the level applicable as at the immediately preceding Interest Payment Date, unless the following cumulative conditions are met in respect of a given Interest Payment Date:

(a) on the Interest Payment Date on which the reduction will become effective, the Cash Reserve equals or exceeds the Target Cash Reserve Amount as at the relevant Interest Payment Date (upon making all the payments and provisions to be made on such Interest Payment Date);

(b) no Principal Deficiency Trigger Event has occurred;

(B) on the Calculation Date immediately following the Interest Payment Date on which the Senior Notes will be redeemed in full, the Target Cash Reserve Amount will be reduced to zero.

"**Target Liquidity Reserve Amount**" means (i) up to the Interest Payment Date falling on October 2014 (excluded) € 24,186,000, and (ii) starting from the Interest Payment Date falling on October 2014 (included) € 22,000,000 save that the Target Liquidity Reserve Amount will be reduced to zero in respect of the Interest Payment Date on which the Class A Notes are redeemed in full.

Subordination

Payments of interest and repayment of principal under the Series 2 Senior Notes are subject to certain subordination and ranking provisions. For a more detailed description of the ranking among the various Classes of Notes and the relative subordination provisions see "*Key features - Summary of the Series 2 Notes – Ranking*" and Condition 3(b) (*Ranking*).

See also "*Key features - Priority of Payments*", "*Risk factors – Subordination*" and "*Terms and Conditions of the Series 2 Notes*".

Note Security

The Series 2 Notes will be secured by the Note Security. See "*Key features - Summary of the Series 2 Notes - Security for the Series 2 Notes*".

THE PORTFOLIOS

The Series 2 Notes will be collateralised by the Claims purchased by the Issuer in accordance with the terms of the Transfer Agreement. The Noteholders will have rights over the pool of Claims as a whole (subject to the Priority of Payments).

Furthermore, pursuant to the Warranty and Indemnity Agreement, the Originator has warranted that the Claims have, on the Relevant Valuation Date, certain characteristics on an aggregate basis as set out in the Warranty and Indemnity Agreement.

"**Relevant Valuation Date**" means, in respect of the Initial Portfolio the Initial Valuation Date and in respect of the Subsequent Portfolio the Subsequent Valuation Date.

"**Initial Valuation Date**" means 5 September 2012.

"**Subsequent Valuation Date**" means 8 March 2014.

The pool of monetary claims and other connected rights (the "**Initial Claims**") arising from a portfolio of CDQ Loans and DP Loans (such CDQ Loans and such DP Loans collectively the "**Initial Loans**") granted by Santander through the Financial Intermediary (the "**Initial Portfolio**") has been transferred from Santander to the Issuer on 7 September 2012 pursuant to the terms of the Transfer Agreement and ancillary transfer agreements between the same parties dated the same date. The pool of monetary claims and other connected rights (the "**Subsequent Claims**" and together with the Initial Claims, the "**Claims**") arising from a portfolio of CDQ Loans and DP Loans (such DP Loans and such CDQ Loans collectively the "**Subsequent Loans**" and together with the Initial Loans, the "**Loans**") granted by Santander through the Financial Intermediary (the "**Subsequent Portfolio**" and together with the Initial Portfolio, the "**Portfolio**") and transferred from Santander to the Issuer on 28 May 2014 pursuant to the terms of the Transfer Agreement.

Characteristics of the Loans

Each Loan, from which the relevant Claims originate, shall have the following characteristics.

(A) Loan status

Each Loan shall be, as at the Relevant Valuation Date, performing (*in bonis*). This means that, as at the Relevant Valuation Date, none of the Loans shall:

(i) have more than two instalments due and unpaid in full as at the relevant due date;

(ii) have ever had, since its execution, more than five, consecutive or inconsecutive Unpaid Instalments;

(iii) be classified as a *credito in sofferenza* (defaulted loans) or a *credito incagliato* (delinquent loans) in the books of the Originator in accordance with the Bank of Italy's guidelines.

(B) Types of Loans

Each Claim shall, as at the Relevant Valuation Date, arise from Loans which fall in one of the following two categories:

(i) consumer loans collateralised by the assignment by the relevant Borrowers (as defined

below) of up to one fifth of their salary or pension (*prestiti assistiti da cessione del quinto o della pensione*) (the "**CDQ Loans**"); or

(ii) consumer loans repayable by way of a delegation of payment by the Borrower to the relevant Employer (as defined below) (*prestiti assistiti da delegazione di pagamento*) (the "**DP Loans**").

(C) Borrowers

(i) As at the execution date of the relevant Loan, the relevant Borrower shall be an individual (*persona fisica*) resident in Italy.

(ii) As at the disbursement date of the relevant Loan, none of the relevant Borrowers shall be either an employee, an agent or an attorney in fact of Santander Bank S.p.A. or of other companies belonging to the Santander Bank S.p.A. group (*Gruppo Bancario Santander Consumer Bank*).

(D) Interest rate type

As at the Relevant Valuation Date, each Loan shall be a fixed rate loan.

(E) Amortisation

As at the Relevant Valuation Date, each Loan shall provide for the repayment of principal in several instalments in accordance with the so-called "French method" (as agreed on the relevant execution date of the relevant loan) whereby instalments consist of (i) a principal component which increases over time according to a pre-determined schedule agreed at the date of disbursement and (ii) a variable interest component which decreases over time.

On the assumption that all amounts from time to time falling due under the Loans are timely made by the Borrowers and by the Assigned Debtors, the Issuer expects that all the Series 2 Notes will be repaid in full on the Interest Payment Date immediately following July 2027.

The Portfolio

As at the Initial Valuation Date, the Initial Portfolio comprised No. 74.942 Loans extended to No. 67.621 borrowers (the "**Initial Borrowers**"). The aggregate Outstanding Principal of the Initial Claims as at the Initial Valuation Date was € 1,209,317,000.

As at the Subsequent Valuation Date, the Subsequent Portfolio comprised No. 13553 Loans extended to No. 12869 borrowers ("**Subsequent Borrowers**"" and together with the Initial Borrowers, the "**Borrowers**"). The aggregate Outstanding Principal of the Subsequent Claims as at the Subsequent Valuation Date was € 266.851.000,00.

The following tables set out statistical information representative of the characteristics of the Portfolio. The tables are derived from information supplied by the Originator in connection with the acquisition of the Claims by the Issuer on the Initial Execution Date and Subsequent Execution Date, as the case may be. The information in the tables reflects the position as at the Relevant Valuation Date and amounts, where relevant, are in euro.

Summary

The primary characteristics of the Initial Portfolio as of 8 May 2014 (the "**Reference Date**") are as follows:

	Total	CQS	CQP	DP
Number of Loans	60.696	36.771	10.953	12.972
Outstanding Principal Balance	831642.093	509.912.967	143.762.126	177.967.001
%Initial Portfolio	100,00%	61,31%	17,29%	21,40%
Weigted Average Interest Rate	4,83%	4,88%	4,68%	4,81%
Weigted Average Original Term	115,5	115,7	116,7	113,9
Weighted Average Remaining Term	73,9	74,0	75,5	72,0
Weighted Average Outstanding Principal	16.135	16.257	15.633	16.192

The primary characteristics of the Subsequent Portfolio as of the Subsequent Valuation Date are as follows:

	Total	CQS	CQP	DP
Number of Loans	13.553	7.726	2.686	3.141
Outstanding Principal Balance	266.851.648	160.753.171	47.067.761	59.030.716
%Initial Portfolio	100,00%	60,24%	17,64%	22,12%
Weigted Average Interest Rate	5,87%	5,92%	5,69%	5,88%
Weigted Average Original Term	112,7	114,2	113,8	107,5
Weighted Average Remaining Term	105,7	107,3	106,8	100,4
Weighted Average Outstanding Principal	16.133	16.257	15.633	16.192

Original principal

The following table shows the breakdown of Initial Loans in the Initial Portfolio by original principal amount.

	Total			CQS			CQP			DP		
Original Balance	No.	Original Balance	Pct (%)	No.	Original Balance	Pct (%)	No.	Original Balance	Pct (%)	No.	Original Balance	Pct (%)
1-5000	1.316	2.155.607	0,26%	899	1.255.590	0,25%	168	393.456	0,27%	249	506.561	0,28%
5001-10,000	6.287	23.886.142	2,87%	3.635	12.342.897	2,42%	1.009	4.398.298	3,06%	1.643	7.144.946	4,01%
10,001-15,000	10.923	78.160.937	9,40%	5.870	37.683.037	7,39%	2.638	22.236.135	15,47%	2.415	18.241.765	10,25%
15,001-20,000	10.015	115.114.808	13,84%	5.187	58.560.500	11,48%	2.711	32.510.452	22,61%	2.117	24.043.857	13,51%
20,001-25,000	13.435	208.729.815	25,10%	8.954	139.965.943	27,45%	2.104	32.865.310	22,86%	2.377	35.898.562	20,17%
25,001-30,000	10.252	194.261.808	23,36%	7.117	135.384.058	26,55%	1.224	23.291.223	16,20%	1.911	35.586.526	20,00%
30,001-35,000	5.147	115.438.037	13,88%	3.408	76.541.539	15,01%	592	13.598.743	9,46%	1.147	25.297.755	14,21%
35,001-40,000	2.102	53.713.764	6,46%	1.183	30.185.410	5,92%	323	8.528.706	5,93%	596	14.999.649	8,43%
40,001-45,000	629	18.009.071	2,17%	239	6.661.942	1,31%	128	3.801.011	2,64%	262	7.546.118	4,24%
45,001-50,000	240	7.470.094	0,90%	82	2.622.165	0,51%	21	678.230	0,47%	137	4.169.699	2,34%
> 50,000	350	14.702.009	1,77%	197	8.709.884	1,71%	35	1.460.562	1,02%	118	4.531.562	2,55%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by original principal amount.

Original Balance	Total			CQS			CQP			DP		
	No.	Original Balance	Pct (%)	No.	Original Balance	Pct (%)	No.	Original Balance	Pct (%)	No.	Original Balance	Pct (%)
1-5000	225	802.973	0,30%	109	402.953	0,25%	44	156.137	0,33%	72	243.884	0,41%
5001-10,000	1.622	11.437.311	4,29%	677	4.696.261	2,92%	372	2.638.783	5,61%	573	4.102.267	6,95%
10,001-15,000	2.056	24.414.753	9,15%	998	11.854.016	7,37%	588	7.116.535	15,12%	470	5.444.202	9,22%
15,001-20,000	2.200	36.995.893	13,86%	1.103	18.673.082	11,62%	615	10.291.879	21,87%	482	8.030.932	13,60%
20,001-25,000	3.217	69.490.080	26,04%	2.103	45.667.392	28,41%	547	11.668.771	24,79%	567	12.153.917	20,59%
25,001-30,000	2.421	63.229.916	23,69%	1.617	42.259.952	26,29%	286	7.422.793	15,77%	518	13.547.172	22,95%
30,001-35,000	1.240	38.139.593	14,29%	824	25.413.170	15,81%	159	4.906.934	10,43%	257	7.819.489	13,25%
35,001-40,000	371	13.061.204	4,89%	188	6.589.947	4,10%	54	1.944.262	4,13%	129	4.526.995	7,67%
40,001-45,000	100	4.051.258	1,52%	40	1.599.003	0,99%	14	577.775	1,23%	46	1.874.480	3,18%
45,001-50,000	34	1.492.268	0,56%	18	821.701	0,51%	3	132.309	0,28%	13	538.258	0,91%
> 50,000	67	3.736.399	1,40%	49	2.775.695	1,73%	4	211.584	0,45%	14	749.121	1,27%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

Year of origination

The following table shows the breakdown of Initial Loans in the Initial Portfolio by year of origination.

Year	Total			CQS			CQP			DP		
	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
2006	279	1.827.159	0,22%	210	1.380.607	0,27%			0,00%	69	446.552	0,25%
2007	1.036	8.119.679	0,98%	705	5.626.731	1,10%	48	325.480	0,23%	283	2.167.469	1,22%
2008	2.724	26.101.199	3,14%	1.788	17.243.286	3,38%	381	3.153.034	2,19%	555	5.704.878	3,21%
2009	9.151	100.430.003	12,08%	5.721	61.883.538	12,14%	1.550	15.970.783	11,11%	1.880	22.575.683	12,69%
2010	17.375	211.410.621	25,42%	10.332	125.642.008	24,64%	3.381	40.433.116	28,13%	3.662	45.335.496	25,47%
2011	20.374	315.848.794	37,98%	12.112	192.192.042	37,69%	3.864	57.044.124	39,68%	4.398	66.612.628	37,43%
2012	9.757	167.904.639	20,19%	5.903	105.944.755	20,78%	1.729	26.835.589	18,67%	2.125	35.124.295	19,74%
2013	-	-	0,00%			0,00%			0,00%			0,00%
2014	-	-	0,00%			0,00%			0,00%			0,00%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by year of origination.

Year	Total			CQS			CQP			DP		
	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
2006	15	90.514	0,03%	2	11.945	0,01%			0,00%	13	78.569	0,13%
2007	8	54.217	0,02%	4	28.528	0,02%			0,00%	4	25.688	0,04%
2008	7	94.391	0,04%	2	30.245	0,02%	4	39.528	0,08%	1	24.618	0,04%
2009	22	354.946	0,13%	9	158.866	0,10%	3	36.572	0,08%	10	159.508	0,27%
2010	84	1.061.941	0,40%	38	434.160	0,27%	14	147.206	0,31%	32	480.575	0,81%
2011	102	1.549.662	0,58%	60	865.992	0,54%	26	384.430	0,82%	16	299.240	0,51%
2012	32	441.990	0,17%	11	218.624	0,14%	3	27.163	0,06%	18	196.204	0,33%
2013	7.989	155.134.398	58,14%	4.607	95.307.158	59,29%	1.605	27.291.484	57,98%	1.777	32.535.756	55,12%
2014	5.294	108.069.589	40,50%	2.993	63.697.653	39,62%	1.031	19.141.378	40,67%	1.270	25.230.558	42,74%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

Outstanding principal amount

The following table shows the breakdown of Initial Loans in the Initial Portfolio by outstanding principal amount.

	Total			CQS			CQP			DP		
Current Balance	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
1-5000	8.744	24.505.127	2,95%	5.932	15.734.838	3,09%	965	3.013.086	2,10%	1.847	5.757.203	3,23%
5001-10,000	11.779	89.821.913	10,80%	6.084	45.674.022	8,96%	2.779	21.914.576	15,24%	2.916	22.233.316	12,49%
10,001-15,000	13.560	169.766.204	20,41%	7.241	91.292.399	17,90%	3.450	42.660.910	29,67%	2.869	35.812.895	20,12%
15,001-20,000	14.676	256.170.677	30,80%	9.796	171.603.749	33,65%	2.256	38.940.830	27,09%	2.624	45.626.098	25,64%
20,001-25,000	8.180	180.912.220	21,75%	5.609	123.940.563	24,31%	932	20.620.445	14,34%	1.639	36.351.212	20,43%
25,001-30,000	2.759	74.364.865	8,94%	1.642	44.119.100	8,65%	421	11.422.840	7,95%	696	18.822.926	10,58%
30,001-35,000	634	20.229.303	2,43%	273	8.646.093	1,70%	109	3.484.262	2,42%	252	8.098.948	4,55%
35,001-40,000	183	6.793.123	0,82%	71	2.664.664	0,52%	24	884.043	0,61%	88	3.244.416	1,82%
40,001-45,000	67	2.833.564	0,34%	41	1.737.246	0,34%	6	252.409	0,18%	20	843.908	0,47%
45,001-50,000	42	1.990.221	0,24%	28	1.330.408	0,26%	7	331.435	0,23%	7	328.378	0,18%
> 50,000	72	4.254.875	0,51%	54	3.169.885	0,62%	4	237.290	0,17%	14	847.700	0,48%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Initial Loans in the Initial Portfolio by outstanding principal amount.

	Total			CQS			CQP			DP		
Current Balance	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
1-5000	357	1.368.920	0,51%	180	695.051	0,43%	66	252.508	0,54%	111	421.361	0,71%
5001-10,000	1.760	13.229.745	4,96%	735	5.511.621	3,43%	398	2.991.549	6,36%	627	4.726.575	8,01%
10,001-15,000	2.109	26.421.638	9,90%	1.008	12.634.454	7,86%	632	7.974.201	16,94%	469	5.812.984	9,85%
15,001-20,000	2.403	42.532.634	15,94%	1.260	22.402.996	13,94%	637	11.178.049	23,75%	506	8.951.589	15,16%
20,001-25,000	3.327	74.714.852	28,00%	2.220	49.934.057	31,06%	515	11.422.882	24,27%	592	13.357.913	22,63%
25,001-30,000	2.185	59.477.754	22,29%	1.462	39.818.346	24,77%	253	6.868.242	14,59%	470	12.791.166	21,67%
30,001-35,000	998	31.952.830	11,97%	661	21.143.704	13,15%	126	4.043.566	8,59%	211	6.765.560	11,46%
35,001-40,000	261	9.646.963	3,62%	114	4.199.828	2,61%	43	1.613.412	3,43%	104	3.833.722	6,49%
40,001-45,000	74	3.116.876	1,17%	29	1.212.616	0,75%	11	465.912	0,99%	34	1.438.348	2,44%
45,001-50,000	25	1.190.148	0,45%	17	812.427	0,51%	1	45.858	0,10%	7	331.862	0,56%
> 50,000	54	3.199.288	1,20%	40	2.388.069	1,49%	4	211.584	0,45%	10	599.635	1,02%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

Interest rate

The following table shows the breakdown of Initial Loans in the Initial Portfolio by T.A.N., annual nominal rate of return (*tasso nominale annuo*).

	Total			CQS			CQP			DP		
TAN(%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
3.00 - 4.00	10.739	182.058.386	21,89%	5.370	101.378.460	19,88%	2.824	41.442.548	28,83%	2.545	39.237.377	22,05%
4.00 - 5.00	33.088	376.279.173	45,25%	21.097	237.329.512	46,54%	5.258	58.862.910	40,94%	6.733	80.086.751	45,00%
5.00 - 6.00	10.770	168.925.538	20,31%	6.398	103.958.740	20,39%	1.958	28.923.458	20,12%	2.414	36.043.340	20,25%
6.00 - 7.00	6.099	104.378.997	12,55%	3.906	67.246.254	13,19%	913	14.533.210	10,11%	1.280	22.599.532	12,70%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by T.A.N., annual nominal rate of return (*tasso nominale annuo*).

	Total			CQS			CQP			DP		
TAN(%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
3.00 - 4.00	106	1.669.777	0,63%	65	994.947	0,62%	19	290.602	0,62%	22	384.229	0,65%
4.00 - 5.00	122	1.387.739	0,52%	48	525.400	0,33%	23	241.377	0,51%	51	620.962	1,05%
5.00 - 6.00	9.352	193.587.754	72,55%	4.947	115.050.058	71,57%	2.644	46.535.782	98,87%	1.761	32.001.913	54,21%
6.00 - 7.00	3.973	70.206.379	26,31%	2.666	44.182.767	27,48%	-	-	0,00%	1.307	26.023.612	44,08%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

Original term

The following table shows the breakdown of Initial Loans in the Initial Portfolio by original maturity term.

	Total			CQS			CQP			DP		
Original Term (months)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
13 - 24	1	496	0,00%			0,00%			0,00%	1	496	0,00%
25 - 36	139	252.218	0,03%	55	54.466	0,01%	11	23.262	0,02%	73	174.490	0,10%
37 - 48	840	2.051.872	0,25%	482	862.261	0,17%	72	209.309	0,15%	286	980.302	0,55%
49 - 60	5.349	18.214.703	2,19%	4.260	13.787.950	2,70%	347	1.211.009	0,84%	742	3.215.743	1,81%
61 - 72	2.166	12.471.990	1,50%	1.293	7.060.840	1,38%	299	1.682.948	1,17%	574	3.728.201	2,09%
73 - 84	3.409	25.092.012	3,02%	2.059	14.053.708	2,76%	431	3.139.759	2,18%	919	7.898.545	4,44%
85 - 96	2.636	27.601.919	3,32%	1.363	13.662.770	2,68%	526	4.785.789	3,33%	747	9.153.360	5,14%
97 - 108	2.033	26.570.102	3,19%	850	10.478.688	2,05%	538	6.237.505	4,34%	645	9.853.909	5,54%
109 - 120	44.123	719.386.781	86,50%	26.409	449.952.283	88,24%	8.729	126.472.543	87,97%	8.985	142.961.954	80,33%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by original maturity term.

	Total			CQS			CQP			DP		
Original Term (months)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
13 - 24	23	91.912	0,03%	3	12.379	0,01%	2	7.836	0,02%	18	71.697	0,12%
25 - 36	145	810.816	0,30%	41	205.009	0,13%	19	89.299	0,19%	85	516.508	0,87%
37 - 48	511	3.799.336	1,42%	134	833.652	0,52%	62	395.688	0,84%	315	2.569.996	4,35%
49 - 60	1.331	12.097.630	4,53%	831	7.348.537	4,57%	245	2.130.576	4,53%	255	2.618.516	4,44%
61 - 72	422	5.445.066	2,04%	212	2.732.782	1,70%	77	865.046	1,84%	133	1.847.238	3,13%
73 - 84	606	9.140.519	3,43%	298	4.304.094	2,68%	81	1.053.949	2,24%	227	3.782.476	6,41%
85 - 96	471	8.241.359	3,09%	225	3.824.552	2,38%	66	879.100	1,87%	180	3.537.707	5,99%
97 - 108	411	7.898.916	2,96%	153	2.933.732	1,82%	123	2.064.194	4,39%	135	2.900.989	4,91%
109 - 120	9.633	219.326.096	82,19%	5.829	138.558.434	86,19%	2.011	39.582.074	84,10%	1.793	41.185.589	69,77%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

Remaining term

The following table shows the breakdown of Initial Loans in the Initial Portfolio by remaining term until maturity.

Remaining Term (months)	Total			CQS			CQP			DP		
	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
0 - 11	3.077	12.544.263	1,51%	2.239	8.030.666	1,57%	298	1.945.950	1,35%	540	2.567.646	1,44%
12 - 23	3.606	11.674.452	1,40%	2.744	8.639.548	1,69%	244	766.804	0,53%	618	2.268.101	1,27%
24 - 35	4.069	23.564.427	2,83%	2.653	15.190.092	2,98%	407	2.267.533	1,58%	1.009	6.106.801	3,43%
36 - 47	3.716	32.051.993	3,85%	2.220	19.047.718	3,74%	555	4.234.060	2,95%	941	8.770.215	4,93%
48 - 59	5.166	59.561.916	7,16%	3.033	35.737.495	7,01%	850	8.213.074	5,71%	1.283	15.611.347	8,77%
60 - 71	10.015	140.060.581	16,84%	5.486	79.048.771	15,50%	2.121	25.611.154	17,81%	2.408	35.400.656	19,89%
72 - 83	16.088	268.652.384	32,30%	9.241	162.956.468	31,96%	3.605	53.344.496	37,11%	3.242	52.351.420	29,42%
84 - 95	12.214	227.901.557	27,40%	7.408	144.805.774	28,40%	2.390	39.015.853	27,14%	2.416	44.079.930	24,77%
96 - 107	2.745	55.630.520	6,69%	1.747	36.456.435	7,15%	483	8.363.200	5,82%	515	10.810.885	6,07%
> 107	-	-	0,00%	-	-	0,00%	-	-	0,00%	-	-	0,00%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by remaining term until maturity.

Remaining Term (months)	Total			CQS			CQP			DP		
	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
0 - 11	11	16.798	0,01%	9	16.297	0,01%	2	501	0,00%			0,00%
12 - 23	42	154.072	0,06%	21	72.902	0,05%	2	7.836	0,02%	19	73.335	0,12%
24 - 35	184	1.094.302	0,41%	56	305.974	0,19%	19	91.100	0,19%	109	697.228	1,18%
36 - 47	539	4.123.141	1,55%	129	862.300	0,54%	72	459.774	0,98%	338	2.801.067	4,75%
48 - 59	1.296	11.966.603	4,48%	811	7.308.670	4,55%	244	2.151.721	4,57%	241	2.506.212	4,25%
60 - 71	449	5.951.366	2,23%	223	2.959.909	1,84%	82	931.731	1,98%	144	2.059.725	3,49%
72 - 83	661	10.209.717	3,83%	329	4.898.374	3,05%	90	1.199.317	2,55%	242	4.112.027	6,97%
84 - 95	505	9.056.748	3,39%	244	4.268.507	2,66%	79	1.154.185	2,45%	182	3.634.056	6,16%
96 - 107	416	8.046.779	3,02%	157	3.054.868	1,90%	123	2.062.651	4,38%	136	2.929.260	4,96%
> 107	9.450	216.232.122	81,03%	5.747	137.005.370	85,23%	1.973	39.008.947	82,88%	1.730	40.217.805	68,13%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

Geographical distribution

The following table shows the breakdown of Initial Loans in the Initial Portfolio by location of the branch through which the relevant Initial Loan was disbursed.

Customer Area	Total			CQS			CQP			DP		
	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
Centre	12.515	165.528.068	19,90%	7.850	104.784.947	20,55%	2.052	27.219.829	18,93%	2.613	33.523.292	18,84%
North	21.854	270.774.172	32,56%	14.760	179.705.139	35,24%	3.576	46.803.622	32,56%	3.518	44.265.412	24,87%
South	26.327	395.339.852	47,54%	14.161	225.422.881	44,21%	5.325	69.738.675	48,51%	6.841	100.178.297	56,29%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by location of the branch through which the relevant Subsequent Loan was disbursed.

	Total			CQS			CQP			DP		
Customer Area	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
Centre	2.785	53.665.335	20,11%	1.583	32.434.653	20,18%	595	10.073.569	21,40%	607	11.157.113	18,90%
North	4.066	75.765.403	28,39%	2.559	48.862.124	30,40%	788	13.633.676	28,97%	719	13.269.603	22,48%
South	6.702	137.420.911	51,50%	3.584	79.456.395	49,43%	1.303	23.360.516	49,63%	1.815	34.604.000	58,62%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

By seasoning

The following table shows the breakdown of Initial Loans in the Initial Portfolio by seasoning.

	Total			CQS			CQP			DP		
Seasoning (months)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
12 - 23	2.535	45.178.128	5,43%	1.465	27.403.349	5,37%	431	6.802.686	4,73%	639	10.972.092	6,17%
24 - 35	15.428	251.201.284	30,21%	9.310	156.608.344	30,71%	2.723	40.890.995	28,44%	3.395	53.701.945	30,18%
36 - 47	22.175	314.869.908	37,86%	13.238	191.297.408	37,52%	4.438	61.180.900	42,56%	4.499	62.391.601	35,06%
48 - 59	13.817	154.789.146	18,61%	8.321	91.078.363	17,86%	2.527	27.506.454	19,13%	2.969	36.204.329	20,34%
60 - 71	4.449	46.366.701	5,58%	2.932	30.695.001	6,02%	612	5.681.468	3,95%	905	9.990.232	5,61%
72 - 83	1.582	14.234.088	1,71%	1.001	9.252.015	1,81%	222	1.699.622	1,18%	359	3.282.451	1,84%
84 - 95	692	4.890.656	0,59%	496	3.535.899	0,69%			0,00%	196	1.354.757	0,76%
>= 96	18	112.181	0,01%	8	42.587	0,01%			0,00%	10	69.594	0,04%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by seasoning.

	Total			CQS			CQP			DP		
Seasoning (months)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
0 - 11	13.250	262.761.952	98,47%	7.595	158.871.807	98,83%	2.624	46.326.001	98,42%	3.031	57.564.144	97,52%
12 - 23	58	740.721	0,28%	11	244.274	0,15%	14	116.680	0,25%	33	379.767	0,64%
24 - 35	19	350.151	0,13%	9	166.198	0,10%	7	121.373	0,26%	3	62.579	0,11%
36 - 47	138	1.977.863	0,74%	79	1.090.180	0,68%	28	365.960	0,78%	31	521.723	0,88%
48 - 59	54	706.884	0,26%	23	289.660	0,18%	9	98.219	0,21%	22	319.005	0,54%
60 - 71	6	92.013	0,03%	1	20.333	0,01%	2	17.058	0,04%	3	54.622	0,09%
72 - 83	7	89.790	0,03%	3	35.271	0,02%	2	22.471	0,05%	2	32.048	0,05%
84 - 95	21	132.275	0,05%	5	35.447	0,02%			0,00%	16	96.828	0,16%
>= 96	-	-	0,00%			0,00%			0,00%			0,00%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

By Borrower Type

The following table shows the breakdown of Initial Loans in the Initial Portfolio by Borrower Type.

Borrower Type	Total			CQS			CQP			DP		
	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
Public	41.949	651.505.764	78,34%	20.254	349.922.467	68,62%	10.953	143.762.126	100,00%	10.742	157.821.172	88,68%
Municipalities	-	-	0,00%	-	-	0,00%	-	-	0,00%	-	-	0,00%
Private	18.747	180.136.329	21,66%	16.517	159.990.500	31,38%	-	-	0,00%	2.230	20.145.828	11,32%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by Borrower Type.

Borrower Type	Total			CQS			CQP			DP		
	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
Public	10.458	216.131.056	80,99%	5.078	117.430.846	73,05%	2.686	47.067.761	100,00%	2.694	51.632.448	87,47%
Municipalities	-	-	0,00%			0,00%			0,00%			0,00%
Private	3.095	50.720.593	19,01%	2.648	43.322.325	26,95%			0,00%	447	7.398.267	12,53%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

By Insurance Life

The following table shows the breakdown of Initial Loans in the Initial Portfolio by Insurance Life.

Life Insurance	Total			CQS			CQP			DP		
	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
AXERIA PREVOYANCE SA INPS	130	1.220.605	0,15%	-	-	0,00%	130	1.220.605	0,85%	-	-	0,00%
BAYERISCHE ASSICURAZIONI SPA	110	1.275.331	0,15%	85	971.622	0,19%	-	-	0,00%	25	303.709	0,17%
CARDIF ASSURANCE VIE SA	7.112	108.042.699	12,99%	2.656	41.991.748	8,24%	2.659	40.510.938	28,18%	1.797	25.540.014	14,35%
CARIGE ASSICURAZIONI SPA	351	3.085.187	0,37%	60	558.031	0,11%	270	2.307.206	1,60%	21	219.950	0,12%
CF ASSICURAZIONI SPA	2.733	28.670.736	3,45%	2.192	22.393.971	4,39%	-	-	0,00%	541	6.276.764	3,53%
ERGO ASSICURAZIONI SPA	43.421	618.091.364	74,32%	28.323	408.005.180	80,01%	5.897	78.665.351	54,72%	9.201	131.420.832	73,85%
HDI ASSICURAZIONI SPA	251	1.794.089	0,22%	173	1.222.609	0,24%	-	-	0,00%	78	571.480	0,32%
HSBC INSURANCE BROKERS LTD	3.852	42.774.827	5,14%	2.785	31.001.868	6,08%	-	-	0,00%	1.067	11.772.959	6,62%
INSURANCE & PARTNER SRL	224	1.565.490	0,19%	156	1.028.861	0,20%	-	-	0,00%	68	536.629	0,30%
NATIONALE SUISSE VITA SPA	1.762	19.202.014	2,31%	1	11.785	0,00%	1.761	19.190.229	13,35%	-	-	0,00%
NET INSURANCE LIFE SPA	16	149.764	0,02%	-	-	0,00%	16	149.764	0,10%	-	-	0,00%
NET INSURANCE SPA	286	2.147.560	0,26%	186	1.417.996	0,28%	-	-	0,00%	100	729.564	0,41%
SARA LIFE SPA	43	313.712	0,04%	35	264.845	0,05%	-	-	0,00%	8	48.867	0,03%
VITTORIA ASSICURAZIONI SPA	405	3.308.716	0,40%	119	1.044.451	0,20%	220	1.718.033	1,20%	66	546.232	0,31%
				-	-							
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by Insurance Life.

	Total			CQS			CQP			DP		
Life Insurance	**No.**	**Current Balance**	**Pct (%)**	**No.**	**Current Balance**	**Pct (%)**	**No.**	**Current Balance**	**Pct (%)**	**No.**	**Current Balance**	**Pct (%)**
AXA FRANCE VIE	5.906	114.232.786	42,81%	3.833	78.470.314	48,81%	726	13.837.765	29,40%	1.347	21.924.706	37,14%
CARDIF ASSICURAZIONI SPA	7.238	146.203.887	54,79%	3.722	79.457.770	49,43%	1.844	31.406.428	66,73%	1.672	35.339.689	59,87%
CARDIF ASSURANCE VIE SA	50	849.002	0,32%			0,00%	41	752.024	1,60%	9	96.977	0,16%
CARIGE ASSICURAZIONI SPA	4	41.392	0,02%	1	15.476	0,01%	2	17.058	0,04%	1	8.859	0,02%
CF ASSICURAZIONI SPA	10	178.815	0,07%	4	79.883	0,05%			0,00%	6	98.932	0,17%
ERGO ASSICURAZIONI SPA	314	5.081.352	1,90%	159	2.674.486	1,66%	66	965.330	2,05%	89	1.441.536	2,44%
HDI ASSICURAZIONI SPA	13	77.910	0,03%	2	11.945	0,01%			0,00%	11	65.965	0,11%
HSBC INSURANCE BROKERS LTD	3	44.045	0,02%	1	14.769	0,01%			0,00%	2	29.277	0,05%
INSURANCE & PARTNER SRL	2	9.862	0,00%	1	5.026	0,00%			0,00%	1	4.835	0,01%
NATIONALE SUISSE VITA SPA	5	66.685	0,02%			0,00%	5	66.685	0,14%			0,00%
NET INSURANCE SPA	4	30.947	0,01%	2	17.760	0,01%			0,00%	2	13.187	0,02%
SARA LIFE SPA	1	6.752	0,00%			0,00%			0,00%	1	6.752	0,01%
VITTORIA ASSICURAZIONI SPA	3	28.212	0,01%	1	5.742	0,00%	2	22.471	0,05%			0,00%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

By Insurance Jobless

The following table shows the breakdown of Initial Loans in the Initial Portfolio by Insurance Jobless.

	Total			CQS			CQP			DP		
Jobless Insurance	**No.**	**Current Balance**	**Pct (%)**	**No.**	**Current Balance**	**Pct (%)**	**No.**	**Current Balance**	**Pct (%)**	**No.**	**Current Balance**	**Pct (%)**
AXERIA PREVOYANCE SA INPS	130	1.220.605	0,15%	-	-	0,00%	130	1.220.605	0,85%	-	-	0,00%
CARIGE ASSICURAZIONI SPA	351	3.085.187	0,37%	60	558.031	0,11%	270	2.307.206	1,60%	21	219.950	0,12%
CF ASSICURAZIONI SPA	40.368	569.387.343	68,47%	30.600	431.370.773	84,60%	1	15.265	0,01%	9.767	138.001.306	77,54%
EUROP ASSISTANCE SERVICE SPA	43	313.712	0,04%	35	264.845	0,05%	-	-	0,00%	8	48.867	0,03%
HDI ASSICURAZIONI SPA	251	1.794.089	0,22%	173	1.222.609	0,24%	-	-	0,00%	78	571.480	0,32%
HSBC INSURANCE BROKERS LTD	3.852	42.774.827	5,14%	2.785	31.001.868	6,08%	-	-	0,00%	1.067	11.772.959	6,62%
INSURANCE & PARTNER SRL	224	1.565.490	0,19%	156	1.028.861	0,20%	-	-	0,00%	68	536.629	0,30%
INTER HANNOVER LTD	4.453	67.531.762	8,12%	2.656	41.991.748	8,24%	-	-	0,00%	1.797	25.540.014	14,35%
NATIONALE SUISSE VITA SPA	1.762	19.202.014	2,31%	1	11.785	0,00%	1.761	19.190.229	13,35%	-	-	0,00%
NET INSURANCE LIFE SPA	16	149.764	0,02%	-	-	0,00%	16	149.764	0,10%	-	-	0,00%
NET INSURANCE SPA	286	2.147.560	0,26%	186	1.417.996	0,28%	-	-	0,00%	100	729.564	0,41%
VITTORIA ASSICURAZIONI SPA	405	3.308.716	0,40%	119	1.044.451	0,20%	220	1.718.033	1,20%	66	546.232	0,31%
Not Applicable	8.555	119.161.025	14,33%	-	-	0,00%	8.555	119.161.025	82,89%	-	-	0,00%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by Insurance Jobless.

	Total			CQS			CQP			DP		
Jobless Insurance	**No.**	**Current Balance**	**Pct (%)**	**No.**	**Current Balance**	**Pct (%)**	**No.**	**Current Balance**	**Pct (%)**	**No.**	**Current Balance**	**Pct (%)**
AXA FRANCE IAR	5.180	100.395.021	37,62%	3.833	78.470.314	48,81%			0,00%	1.347	21.924.706	37,14%
CARIGE ASSICURAZIONI SPA	4	41.392	0,02%	1	15.476	0,01%	2	17.058	0,04%	1	8.859	0,02%
CF ASSICURAZIONI SPA	5.652	119.092.295	44,63%	3.885	82.212.139	51,14%			0,00%	1.767	36.880.157	62,48%
EUROP ASSISTANCE SERVICE SPA	1	6.752	0,00%			0,00%			0,00%	1	6.752	0,01%
HDI ASSICURAZIONI SPA	13	77.910	0,03%	2	11.945	0,01%			0,00%	11	65.965	0,11%
HSBC INSURANCE BROKERS LTD	3	44.045	0,02%	1	14.769	0,01%			0,00%	2	29.277	0,05%
INSURANCE & PARTNER SRL	2	9.862	0,00%	1	5.026	0,00%			0,00%	1	4.835	0,01%
INTER HANNOVER LTD	9	96.977	0,04%			0,00%			0,00%	9	96.977	0,16%
NATIONALE SUISSE VITA SPA	5	66.685	0,02%			0,00%	5	66.685	0,14%			0,00%
NET INSURANCE SPA	4	30.947	0,01%	2	17.760	0,01%			0,00%	2	13.187	0,02%
VITTORIA ASSICURAZIONI SPA	3	28.212	0,01%	1	5.742	0,00%	2	22.471	0,05%			0,00%
Not Applicable	2.677	46.961.548	17,60%			0,00%	2.677	46.961.548	99,77%			0,00%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

By Job Seniority (current)

The following table shows the breakdown of Initial Loans in the Initial Portfolio by Job Seniority (current).

	Total			CQS			CQP			DP		
Seniority	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
0 - 4	11.884	155.649.687	18,72%	744	9.089.518	1,78%	10.953	143.762.126	100,00%	187	2.798.044	1,57%
5 - 9	10.085	94.906.674	11,41%	8.215	73.160.655	14,35%			0,00%	1.870	21.746.019	12,22%
10 - 14	10.088	123.774.742	14,88%	7.718	93.290.480	18,30%			0,00%	2.370	30.484.261	17,13%
15 - 19	6.657	96.867.676	11,65%	4.725	68.281.134	13,39%			0,00%	1.932	28.586.542	16,06%
20 - 24	6.984	112.846.091	13,57%	4.592	76.047.230	14,91%			0,00%	2.392	36.798.861	20,68%
25 - 29	6.079	100.393.835	12,07%	4.085	70.577.851	13,84%			0,00%	1.994	29.815.983	16,75%
30 - 34	5.785	96.562.457	11,61%	4.127	74.267.810	14,56%			0,00%	1.658	22.294.647	12,53%
35 - 39	2.801	45.541.327	5,48%	2.251	40.145.673	7,87%			0,00%	550	5.395.654	3,03%
40 - 44	329	5.044.204	0,61%	310	4.997.215	0,98%			0,00%	19	46.989	0,03%
>=45	4	55.400	0,01%	4	55.400	0,01%	-	-	0,00%	-	-	0,00%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by Job Seniority (current).

	Total			CQS			CQP			DP		
Seniority	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
0 - 4	3.410	56.810.269	21,29%	638	8.345.758	5,19%	2.686	47.067.761	100,00%	86	1.396.750	2,37%
5 - 9	1.791	30.865.376	11,57%	1.392	23.657.939	14,72%			0,00%	399	7.207.437	12,21%
10 - 14	1.825	35.607.716	13,34%	1.304	25.756.052	16,02%			0,00%	521	9.851.664	16,69%
15 - 19	1.167	24.698.319	9,26%	805	17.135.261	10,66%			0,00%	362	7.563.058	12,81%
20 - 24	1.538	35.087.634	13,15%	994	23.191.249	14,43%			0,00%	544	11.896.385	20,15%
25 - 29	1.302	29.856.734	11,19%	859	20.601.063	12,82%			0,00%	443	9.255.671	15,68%
30 - 34	1.646	34.828.312	13,05%	1.031	25.050.644	15,58%			0,00%	615	9.777.668	16,56%
35 - 39	774	16.919.766	6,34%	610	14.871.404	9,25%			0,00%	164	2.048.363	3,47%
40 - 44	100	2.177.523	0,82%	93	2.143.802	1,33%			0,00%	7	33.720	0,06%
>=45	-	-	0,00%			0,00%			0,00%			0,00%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

By Age (Current)

The following table shows the breakdown of Initial Loans in the Initial Portfolio by Age (current).

	Total			CQS			CQP			DP		
AGE	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
20 - 24	24	142.137	0,02%	21	116.950	0,02%			0,00%	3	25.187	0,01%
25 - 29	660	5.324.144	0,64%	609	4.798.918	0,94%	1	10.012	0,01%	50	515.214	0,29%
30 - 34	2.687	29.061.184	3,49%	2.212	23.070.832	4,52%			0,00%	475	5.990.352	3,37%
35 - 39	5.000	58.336.843	7,01%	3.941	44.580.159	8,74%	5	90.362	0,06%	1.054	13.666.323	7,68%
40 - 44	7.278	94.891.496	11,41%	5.624	71.315.393	13,99%	11	116.360	0,08%	1.643	23.459.743	13,18%
45 - 49	8.903	125.239.910	15,06%	6.459	89.120.946	17,48%	37	453.274	0,32%	2.407	35.665.691	20,04%
50 - 54	10.411	154.704.287	18,60%	7.001	103.251.375	20,25%	148	2.136.370	1,49%	3.262	49.316.543	27,71%
55 - 59	9.503	142.161.773	17,09%	6.171	95.434.149	18,72%	458	7.447.048	5,18%	2.874	39.280.577	22,07%
60 - 64	6.969	104.973.886	12,62%	4.087	68.422.363	13,42%	1.706	26.558.127	18,47%	1.176	9.993.395	5,62%
>= 65	9.261	116.806.433	14,05%	646	9.801.882	1,92%	8.587	106.950.574	74,39%	28	53.977	0,03%
Total:	60.696	831.642.093	100,00%	36.771	509.912.967	100,00%	10.953	143.762.126	100,00%	12.972	177.967.001	100,00%

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by Age (current).

	Total			CQS			CQP			DP		
AGE	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
20 - 24	22	233.665	0,09%	22	233.665	0,15%			0,00%			0,00%
25 - 29	178	2.512.635	0,94%	164	2.246.304	1,40%			0,00%	14	266.330	0,45%
30 - 34	517	8.763.221	3,28%	427	7.157.481	4,45%			0,00%	90	1.605.740	2,72%
35 - 39	868	15.996.312	5,99%	672	12.018.668	7,48%	3	47.472	0,10%	193	3.930.172	6,66%
40 - 44	1.421	28.252.374	10,59%	1.024	19.949.436	12,41%	3	36.198	0,08%	394	8.266.741	14,00%
45 - 49	1.731	36.295.547	13,60%	1.208	25.160.608	15,65%	18	315.011	0,67%	505	10.819.927	18,33%
50 - 54	2.178	46.744.703	17,52%	1.407	30.334.150	18,87%	67	1.344.007	2,86%	704	15.066.547	25,52%
55 - 59	2.416	50.242.981	18,83%	1.399	31.380.001	19,52%	198	4.334.782	9,21%	819	14.528.199	24,61%
60 - 64	2.302	45.614.898	17,09%	1.245	29.039.106	18,06%	637	12.035.945	25,57%	420	4.539.847	7,69%
>= 65	1.920	32.195.313	12,06%	158	3.233.753	2,01%	1.760	28.954.346	61,52%	2	7.213	0,01%
Total:	13.553	266.851.648	100,00%	7.726	160.753.171	100,00%	2.686	47.067.761	100,00%	3.141	59.030.716	100,00%

Top 20 Borrowers

The following table shows the breakdown of Initial Loans in the Initial Portfolio by Top 20 Borrowers.

	Borrower	Loan ID	TYPE	Residual Life (Months)	Outstanding Principal
1	192893	92408	CQS	106	31.417,44
	192893	93717	DP	107	77.139,39
2	123413	65748	DP	96	50.253,36
	123413	89993	CQS	105	52.691,40
3	177099	80825	DP	66	42.621,68
	177099	95557	DP	60	7.550,29
	177099	104596	CQS	113	46.897,36
4	179569	82827	CQS	103	44.094,53
	179569	82830	DP	103	44.022,02
5	39635	88841	CQS	105	88.106,63
6	217970	111121	CQS	118	84.198,98
7	177978	79779	DP	102	40.115,14
	177978	82695	CQS	103	40.613,23
8	76550	31226	DP	82	35.539,11
	76550	86101	CQS	104	43.969,61
9	187373	85552	DP	104	76.800,45
10	216456	110430	CQS	93	76.072,53
11	121064	50834	DP	90	42.720,51
	121064	87824	DP	92	32.005,17
12	98304	33562	DP	83	32.127,84
	98304	89570	CQS	105	40.647,44
13	105994	39292	CQS	86	72.767,89
14	218968	111796	CQS	119	72.671,11
15	191822	90394	CQS	105	71.458,26
16	74961	70768	DP	98	19.233,67
	74961	100848	CQS	111	26.273,97
	74961	111055	DP	118	25.806,54
17	129036	57736	DP	93	17.686,33
	129036	83201	CQS	103	24.513,00
	129036	106410	DP	117	28.083,86
18	185021	84884	CQS	103	39.888,15
	185021	95788	DP	108	30.382,78
19	152179	71095	CQP	98	70.134,77
20	178446	81625	CQS	102	24.757,93
	178446	81695	DP	102	24.686,15
	178446	93621	DP	107	20.258,53

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by Top 20 Borrowers.

	Borrower	Loan ID	TYPE	Residual Life (Months)	Outstanding Principal
1	242408	131130	CQS	115	55.289,98
	242408	137895	DP	118	36.394,64
2	249724	138653	CQS	119	43.521,42
	249724	138654	DP	119	41.937,66
3	245060	133468	CQS	115	85.383,41
4	243594	136160	CQS	118	33.558,50
	243594	136161	DP	118	46.995,37
5	239449	133047	DP	115	79.519,30
6	246709	136689	CQS	118	75.349,33
7	12297	137663	CQS	119	37.330,48
	12297	138269	DP	119	36.901,48
8	242692	135078	CQS	117	31.209,95
	242692	135218	DP	105	41.920,81
9	243673	136776	CQS	118	32.959,88
	243673	136892	DP	118	39.852,13
10	235543	126364	DP	87	72.307,10
11	247220	134712	CQS	117	71.487,92
12	249459	136600	CQS	118	18.362,04
	249459	136601	DP	118	52.772,22
13	250692	137978	DP	83	34.178,32
	250692	138364	CQS	119	36.683,66
14	237909	127544	CQS	112	41.094,24
	237909	135696	DP	58	29.568,29
15	32073	130971	DP	116	34.199,96
	32073	137134	CQS	119	35.667,23
16	247074	135046	CQS	117	33.252,30
	247074	135053	DP	93	35.931,46
17	235262	126132	CQS	110	34.746,97
	235262	126475	DP	110	34.372,26
18	236282	127256	CQS	111	68.857,04
19	118013	136658	DP	119	43.036,46
	118013	136659	CQS	119	25.780,20
20	245722	133077	CQS	115	34.427,36
	245722	133079	DP	115	34.343,41

Top 20 Employers

The following table shows the breakdown of Initial Loans in the Initial Portfolio by Top 20 Employers.

Employer	Outstanding principal	Concentration
I.N.P.S	158.588.859,93	19,07%
Ministero Economia e Finanze	138.245.995,38	16,62%
ASL	115.911.391,99	13,94%
Ministero Della difesa	66.594.823,30	8,01%
Poste Italiane	22.114.894,37	2,66%
Ministero della Giustizia	13.316.884,19	1,60%
Ministero Degli interni	11.558.990,10	1,39%
COMUNE DI NAPOLI PA	9.574.746,04	1,15%
RISORSE AMBIENTE PALERMO SPA	8.085.802,66	0,97%
Fiat Auto	3.467.579,32	0,42%
Comune di Milano	2.062.551,30	0,25%
Comune di Roma	2.020.939,71	0,24%
Fiat Industrial	1.855.892,48	0,22%
Comune di Catania	1.268.570,10	0,15%
Comune di Palermo	1.114.234,72	0,13%
Comune di Foggia	1.102.631,67	0,13%
Comune di Salerno	1.016.397,49	0,12%
Comune di Messina	992.561,81	0,12%
SEVEL SPA	991.650,90	0,12%
ESSELUNGA SPA	956.240,34	0,11%
Others	270.800.455,24	32,56%
TOTAL	**831.642.093,04**	**100%**

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by Top 20 Employers.

Employer	Outstanding principal	Concentration
Ministero Economia e Finanze	54.633.003,71	20,47%
I.N.P.S	47.634.971,15	17,85%
ASL	41.714.264,30	15,63%
Ministero Della difesa	17.365.660,84	6,51%
COMUNE DI NAPOLI PA	5.857.073,72	2,19%
Ministero Degli interni	3.721.291,17	1,39%
Comune di Roma	2.267.176,29	0,85%
Comune di Milano	2.262.711,66	0,85%
Ministero della Giustizia	1.293.788,71	0,48%
Comune di Pozzuoli	1.001.532,97	0,38%
Regione Campania	936.460,85	0,35%
Regione Sicilia	754.765,79	0,28%
UNIVERSITA' DEGLI STUDI "LA SAPIENZA" - ROMA PA	539.130,36	0,20%
RAI RADIOTELEVISIONE ITALIANA SPA	515.545,68	0,19%
Comune di Vittoria	439.525,52	0,16%
Fiat Auto	437.805,46	0,16%
Comune di Potenza	433.072,49	0,16%
UNIVERSITA' DEGLI STUDI "FEDERICO II" PALERMO	431.490,17	0,16%
Comune di Ercolano	404.461,78	0,15%
ESSELUNGA SPA	396.819,44	0,15%
Others	83.811.096,33	31,41%
TOTAL	**266.851.648,39**	**100%**

By TFR/Os Principal

The following table shows the breakdown of Initial Loans in the Initial Portfolio by TFR/Os Principal.

	Total			CQS			CQP			DP		
TFR/ OS PRINCIPAL	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
0 - 10%	1	15.459	0,03%	1	15.459	0,03%			0,00%			-
10% 20%	90	1.826.515	2,98%	88	1.798.941	3,21%			0,00%	2	27.574	-
20% 30%	182	3.172.298	5,18%	172	3.018.387	5,39%			0,00%	10	153.912	-
30% 40%	196	3.275.071	5,35%	180	3.025.394	5,40%			0,00%	16	249.677	-
40% 50%	372	6.140.028	10,03%	354	5.838.790	10,43%			0,00%	18	301.238	
50% 60%	443	6.921.373	11,30%	430	6.703.126	11,97%			0,00%	13	218.247	
60% 70%	493	7.373.733	12,04%	469	7.067.827	12,62%			0,00%	24	305.906	
70% 80%	416	5.969.169	9,75%	381	5.458.439	9,75%			0,00%	35	510.730	
80% 90%	375	5.275.543	8,62%	341	4.790.107	8,56%			0,00%	34	485.437	
90% 100%	310	3.990.983	6,52%	280	3.549.687	6,34%			0,00%	30	441.296	
> 100%	2.177	17.276.288	28,21%	1.895	14.716.678	26,29%			0,00%	282	2.559.610	
Total:	5.055	61.236.461	100,00%	4.591	55.982.835	100,00%	-	-	0,00%	464	5.253.627	0,00%

NOTE: only private originated from May 2011

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by TFR/Os Principal.

	Total			CQS			CQP			DP		
TFR/ OS PRINCIPAL	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
0 - 10%	211	4.405.966	8,77%	176	3.616.010	8,40%			0,00%	35	789.957	10,97%
10 - 20%	172	3.176.413	6,32%	152	2.816.085	6,54%			0,00%	20	360.328	5,00%
20 - 30%	416	6.758.143	13,45%	393	6.301.734	14,65%			0,00%	23	456.409	6,34%
30 - 40%	468	7.755.951	15,44%	441	7.202.308	16,74%			0,00%	27	553.643	7,69%
40 - 50%	372	6.428.922	12,80%	333	5.665.328	13,17%			0,00%	39	763.594	10,60%
50 - 60%	345	5.817.563	11,58%	302	5.037.929	11,71%			0,00%	43	779.634	10,82%
60 - 70%	285	4.742.437	9,44%	238	3.836.169	8,92%			0,00%	47	906.268	12,58%
70 - 80%	191	3.041.598	6,06%	151	2.295.968	5,34%			0,00%	40	745.630	10,35%
80 - 90%	120	1.797.135	3,58%	96	1.484.136	3,45%			0,00%	24	312.999	4,35%
90 - 100%	92	1.536.238	3,06%	68	1.148.209	2,67%			0,00%	24	388.029	5,39%
> 100%	363	4.771.995	9,50%	263	3.625.544	8,43%			0,00%	100	1.146.450	15,92%
Total:	3.035	50.232.360	100,00%	2.613	43.029.419	100,00%	-	-	0,00%	422	7.202.942	100,00%

NOTE: only private originated from May 2011

By TFR

The following table shows the breakdown of Initial Loans in the Initial Portfolio by TFR.

	Total			CQS			CQP			DP		
TFR	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
0 - 5.000	691	6.318.985	10,32%	659	5.998.968	10,72%			0,00%	32	320.017	-
5.001 - 10.000	2.112	21.417.863	34,98%	1.986	20.262.051	36,19%			0,00%	126	1.155.811	-
10.001 - 15.000	1.217	16.695.679	27,26%	1.055	14.853.385	26,53%			0,00%	162	1.842.294	-
15.001 - 20.000	541	8.418.030	13,75%	465	7.429.987	13,27%			0,00%	76	988.043	-
20.001 - 25.000	283	4.786.998	7,82%	238	4.155.527	7,42%			0,00%	45	631.472	-
25.001 - 30.000	115	1.907.082	3,11%	101	1.717.613	3,07%			0,00%	14	189.469	-
30.001 - 35.000	55	910.672	1,49%	48	807.005	1,44%			0,00%	7	103.667	-
35.001 - 40.000	26	501.578	0,82%	25	481.485	0,86%			0,00%	1	20.093	-
40.001 - 45.000	6	116.802	0,19%	5	114.041	0,20%			0,00%	1	2.761	-
> 45.000	9	162.773	0,27%	9	162.773	0,29%			0,00%			-
Total:	5.055	61.236.461	100,00%	4.591	55.982.835	100,00%	-	-	0,00%	464	5.253.627	0,00%

NOTE: only private originated from May 2011

The following table shows the breakdown of Subsequent Loans in the Subsequent Portfolio by TFR.

	Total			CQS			CQP			DP		
TFR	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)	No.	Current Balance	Pct (%)
0 - 5.000	1.074	14.469.310	28,80%	996	13.095.276	30,43%			0,00%	78	1.374.033	-
5.001 - 10.000	997	16.379.965	32,61%	872	14.421.434	33,52%			0,00%	125	1.958.530	-
10.001 - 15.000	511	9.627.284	19,17%	400	7.809.209	18,15%			0,00%	111	1.818.076	-
15.001 - 20.000	228	4.787.393	9,53%	177	3.742.577	8,70%			0,00%	51	1.044.816	-
20.001 - 25.000	98	2.081.673	4,14%	67	1.534.456	3,57%			0,00%	31	547.217	-
25.001 - 30.000	64	1.400.763	2,79%	46	1.113.672	2,59%			0,00%	18	287.091	-
30.001 - 35.000	33	699.031	1,39%	26	552.641	1,28%			0,00%	7	146.390	-
35.001 - 40.000	17	393.935	0,78%	16	367.147	0,85%			0,00%	1	26.788	-
40.001 - 45.000	6	187.109	0,37%	6	187.109	0,43%			0,00%			-
> 45.000	7	205.896	0,41%	7	205.896	0,48%			0,00%			-
Total:	3.035	50.232.360	100,00%	2.613	43.029.419	100,00%	-	-	0,00%	422	7.202.942	0,00%

NOTE: only private originated from May 2011

The Claims have been selected based on criteria common to the Initial Claims and the Subsequent Claims and to specific criteria of each of the Initial Claims and the Subsequent Claims.

Common Criteria

a. Loans governed by Italian law;

b. loans entered into and fully advanced by Santander Consumer Bank S.p.A. through Santander Consumer Unifin S.p.A.;

c. loans whose principal repayment is made in several instalments in accordance with the so-called "French Method" (as agreed either on the relevant execution date of the relevant loan), whereby instalments shall be a fixed amount which include (i) a principal component, which increases over time, according to a predetermined schedule agreed at the date of disbursement, and (ii) an interest component which decreases over time;

d. loans disbursed to individuals resident in Italy as at the execution of the relevant loan agreement, and at that date and at the Relevant Valuation Date were included in the following categories:

   (i) employees, including temporary, of public administrations and, in general, of entities or companies provided for by Presidential Decree No. 180 of 5 January 1950, as subsequently amended and supplemented, and subsequent measures (the "**DPR 180**"), included, for sake of clarity, the pensioners of the same entities; or

   (ii) employers pursuant to Article 409, paragraph 3) of the Code of Civil Procedure with entities and administrations referred to in Article 1, first paragraph, of DPR 180 and the relevant pension takers;

e. loans collateralised by:

   (i) the assignment by the borrower of up to one fifth of its monthly salary or pension pursuant to DPR 180, granted by the borrower in favor of Santander Consumer Bank S.p.A.; or

   (ii) by way of a delegation of payment concerning the payment of a portion of the monthly salary of the borrower by the relevant employer to Santander Consumer Bank S.p.A, pursuant to Article 1269 of the Italian Civil Code, after transferring from the borrower to their employer of its irrevocable mandate pursuant to Article 1723, paragraph 2, of the Italian Civil Code;

f. loans disbursed and denominated in Euros;

g. loans secured by insurance policies covering the death risk or the work-related risks of the relevant borrower;

h. loans which are fixed rate loan;

i. loans which have a monthly amortisation plan;

Excluding:

a. loans which have 3 (three) or more instalments overdue (for these purposes, "overdue instalment" means an instalment that fell due and was not fully paid on the due payment date);

b. loans which has had since the date of its execution 6 (six) or more instalments overdue (for these purposes, "overdue instalment" means an instalment that fell due and was not fully paid on the due payment date and that remained unpaid for at least one calendar month as of that date, even if not consecutive);

c. loans advanced to individuals who, at the time of the advance of the relevant loan, were employees, agents or attorneys in fact of Santander Consumer Bank S.p.A.;

d. loans which have a borrower who has already applied for prepayment;

e. facilitated loans or loans benefiting from financial contributions, related to principal and/or interest quota, of any kind according to any law, rule or regulation, granted by a third party to the relevant borrower;

f. loans granted to borrowers being employees of the *Ministero degli Esteri*.

Specific Criteria of the Initial Claims

a. loans whose outstanding principal (net of any instalments due and not paid) comprises between Euro 79.42 and Euro 105,499.31 and having an annual nominal rate of return (*tasso nominale annuo*) equal to, or higher than, 3.8%;

b. loans whose at least one instalment, including both interest and principal quota, has fallen due and has been duly paid up as at 5 September 2012;

c. loans in relation to which Santander Consumer Bank S.p.A has a credit balance aggregate (net of any instalments due and not paid) towards the relevant borrowers not higher than Euro 128,791.38;

d. loans which have instalments falling due by 31 July 2022 or, if such date is not a business day, on the immediately following business day;

e. loans entered into by Santander Consumer Bank S.p.A. in the period between 1 June 2006 and 1 August 2012.

Specific Criteria of the Subsequent Claims

a. loans whose outstanding principal (net of any instalments due and not paid) comprises between Euro 103.44 and Euro 85,383.41 and having an annual nominal rate of return (*tasso nominale annuo*) equal to, or higher than, 3.8%;

b. loans whose at least one instalment, including both interest and principal quota, has fallen due and has been duly paid up as at 8 May 2014;

c. loans in relation to which Santander Consumer Bank S.p.A has a credit balance aggregate (net of any instalments due and not paid) towards the relevant borrowers not higher than Euro 91,648.62;

d. loans which have instalments falling due by 31 March 2024 or, if such date is not a business day, on the immediately following business day;

e. loans entered into by Santander Consumer Bank S.p.A. in the period between 1 August 2006 and 1 April 2014.

Re-Transferred Claims

In order to avoid the presence, as of the Subsequent Issue Date, of Claims in the Portfolio which are more than 90 days overdue, pursuant to article 18 of the Transfer Agreement, on 17 June 2014 the Originator has exercised the option to repurchase n. 866 single Claims from the Issuer (the "**Re-Transferred Claims**"), thereby repurchasing from the Issuer the Re-Transferred Claims with legal effect as of 17 June 2014 and economic effect as of 8 June 2014. The relevant purchase price, equal to Euro 7.632.842,12 has been paid to the Issuer.

THE ORIGINATOR AND THE SERVICER

Santander Consumer Bank S.p.A. (the "**Originator**") is a bank organised as a joint stock company incorporated under the Italian law, registered in the Turin Companies' Register under Registration no. 05634190010 and with the register of banks (Albo delle banche) held by the Bank of Italy pursuant to article 13 of Italian legislative decree No. 385 of 1 September 1993 under Registration number 5496.

The Originator is the parent company of the Italian banking group named "Gruppo Bancario Santander Consumer Bank" registered with the register of banking groups (Albo dei gruppi bancari) held by the Bank of Italy pursuant to article 64 of the Banking Act under number 3191.4.

The Originator's business is based exclusively in Italy. Its' primary activities are related to the provision of the following six main product types: consumer credits, personal loans, car leasing, credit cards loans, savings deposits and salary assignment (salary backed loans or "*cessione del quinto di stipendio*")

Historical background and general information

The Originator was established on 16 November 1988 as a financial intermediary *(intermediario finanziario)* and was registered in the special register held by the Bank of Italy pursuant to article 107 of the Banking Act. The Originator's shareholders have varied significantly over the last decade. In particular, in 1993, Istituto Bancario S. Paolo di Torino (now known as Intesa San Paolo S.p.A. ("Intesa")) purchased a 20% stake in the Originator. By late 1993, the shareholders of the Originator were:

Shareholders	***Percentage of shareholdings***
Banca di Credito del Piemonte S.p.A.	20%
Fincab S.p.A. (CAB Group)	20%
Insel (Banca Sella Group) S.r.l.	20%
Istituto Bancario S. Paolo di Torino S.p.A.	20%
Reale Mutua Assicurazioni S.p.A.	20%

In 1997, Istituto Bancario S. Paolo di Torino increased its shareholding to 50% while the other shareholders sold their shares to CC-Holding GmbH ("**CC-Holding**"), a German holding company indirectly owned by Santander Central Hispano ("**SCH**"). CC-Holding also controlled CC-Bank AG, a German bank managing SCH consumer finance business in Germany and in several other European countries. In March 2003, the Originator's two remaining shareholders (Sanpaolo IMI and SCH) announced that an agreement had been reached for the sale of the 50% stake in the bank owned by Intesa to the Santander Central Hispano Group (the "**SCH Group**"). The agreement involved the initial purchase of a 20% stake.

As at the date of this Base Prospectus, the Originator is wholly owned by Santander Consumer Finance, S.A. and Santander Consumer Finance, S.A. is in turn wholly owned by Banco Santander, S.A. In May 2006, the Originator changed its name from "Finconsumo Banca S.p.A." to "Santander Consumer Bank S.p.A.", completing the process of integration within the Banco Santander group.

The authorised and paid-up share capital of the Originator as at 31 December 2013 is € 573,000,000, divided into 573,000 ordinary shares having a face value of € 1,000 each. All issued share capital is fully paid up.

The registered office of the Originator is located in via Nizza, 262, 10126 Turin, Italy.

The Originator holds a banking licence from the Bank of Italy authorising it to carry on all permitted types of banking activities in Italy with particular focus on consumer credit services.

Organisational structure

General

During 2013, a re-organization process was held and was concluded by the end of December. The general aim of the process was to give more efficiency to the Bank structure giving better chances and instruments to face the difficult macro-economic contest.

The Originator has reduced its territorial presence with the closure of some branches having at 31 December 2013, 21 branches all over Italy, all with a specific office fully dedicated to direct loans. Beside the direct branches, the Originator distributes its financial services through Retail Distributors (*Convenzionati*), a centralized platform for at distance sell and brokers.

Retail Distributors are the main distribution channel especially in automotive sector in which the Originator, at 31 December 2013, has an important market share (6,51%) in Assofin market (*Associazione Italiana del Credito al Consumo e Immobiliare*).

Centralized platform for personal loans at distance sell is constituted a company separated from the Originator which manages personal loans requests of those customers who leave in areas where, due to market conditions, the establishment of a branch would not be the most efficient way to service the customers themselves.

These brokers are under the control of the nearest branch of the Originator with which they maintain a close working relationship, and each broker must conduct its affairs in accordance with rules and regulations set out by the Originator.

Commonly, brokers main tasks include the development of commercial relationships with Retail Distributors (*Convenzionati*) and customers and the collection of documentation relating to finalised loan applications

Both centralized platform and brokers are not permitted to accept or approve any application, which must be left to the decision of the central approval structure .

The commercial network

As at 31 December 2013, the Originator employed 561 people. The Commercial Department's objective is to ensure that the Originator's product areas (Direct Business, Bank Products, Leasing and National Agreements) and the support areas (the Marketing Unit, the Call Centre and the Processing Area) all co-operate and interact with each other. In particular:

- within their own geographical business, the territorial areas must (i) guarantee that the branches develop in accordance with the strategies adopted by the top management and the Board of Directors; (ii) support the commercial activity of the branches; (iii) authorise commercial agreements with agreed Retail Distributors; and (iv) advise the Staff and Personnel Department in the staff selection process. The Manager of each branch reports directly to its District Manager;
- the Direct Loans Area focuses on personal loans and is responsible for the business planning, development and monitoring of such activities. Currently, every branch has at least one person fully dedicated to the development of the direct business;
- the National Agreements Area is in charge of the Originator's promotion, negotiation and management of certain partnership agreements with counterparts with the main aim to increase new business volumes in Automotive business, through a monitored and structured activity that allows the Bank to have a better cost efficiency and Risk control. The agreements are generally entered into with manufacturing companies and are generated both on a local basis (Italy) and on a central basis (Madrid). Among the others, at present, the most important Agreements are Hyundai, Mazda,

Kia Motors, SSangyong, Mitsubishi, Yamaha, Harley-Davidson, KTM. These counterparts enter into the partnership agreements to promote sales by offering, through the Originator, financial services (i.e. consumer credit, Leasing and Stock Financing) to their customers/dealers. Interests paid by partners on campaigns are lower than under the usual consumer credit loans; in this way, consumer finance becomes a real support to increase sales. In some cases, Santander acts like a real "Captive" partner (i.e. Hyundai, Kia Motors) and develops tailored products/operations in order to fit the needs of the Manufacturers.

Management

The management of the Originator is carried out by the Board of Directors.

The current composition of the Board of Directors is the following:

Position	***Name***
Chairman	Ettore Gotti Tedeschi
Deputy Chairman	Ines Serrano Gonzalez
Director	Francisco Javier Anton San Pablo
Independent Director	Carlo Callieri
Director	Ernesto Zulueta Benito
Director	David Turiel Lopez
Managing Director/General Manager	Vito Volpe
Indipendent Director	Aldo Olcese Santonja

The Board of Directors has been appointed for a three-years period (2012-2014). The Board of Directors is vested with powers for the Originator's ordinary and extraordinary management, and may perform all required actions for the implementation and achievement of corporate objects, excluding those actions reserved by law to the Originator's shareholders' meeting. Therefore, it carries out all the Group's strategic policies, as well as the control and monitoring of the Originator’s results. Furthermore, it is in charge of the definition, compliance and implementation of the corporate governance rules of the Originator.

The Board of Directors’ meeting are called on monthly basis. In carrying out its mandate, the Board of Directors addresses and takes decisions concerning vital aspects of the bank’s business, always in accordance with the strategic policies and stances of the Santander Group. In particular, it:

- determines short-term and medium-term management policies and approves strategic projects as well as corporate policies (strategic plan, operating plans, projects);
- identifies the bank’s willingness to accept various types of risk according to expected business returns;
- approves capital allocation methods and the macro-criteria to be adopted in applying investment strategies;
- approves the budget and supervises general management policies;
- prepares the periodic reports on operations and the annual accounts, with the related proposals for allocation of the net income for the subsequent shareholders’ meeting;
- examines and approves transactions with a major impact on operations, capital, cash flow and risk;
- reports to shareholders’ meetings;

- approves the organisational structure and related regulations and supervises suitability in terms of business;
- approves the system of powers of attorney; and
- approves the audit plan and examining the results of the most significant actions.

According to the Originator's by-laws the Board of Directors is empowered to delegate, as permitted by law, some of its powers to a Managing Director/General Manager. The Chairman of the Board and, if appointed, the Deputy Chairman of the Board and the Managing Director/General Manager act as the company's legal representatives. The current top-management level of the Originator is described below:

Position	***Name***
Managing Director	Vito Volpe
Deputy General Manager in charge of the IT and Operations Dpt.	Guido Pelissero
Responsible for Planning and Administration Dpt.	Pedro Miguel Aguero Cagigas
Responsible for Sales and Marketing Dpt.	Pier Marco Alciati
Responsible for Risk Dpt.	Giulio Guida
Responsible for CBU Dpt.	Fernando Maria Janez Ramos
Responsible for Legal and Compliance Dpt.	Savino Casamassima
Responsible for Financial Management & Funding	Michele Di Rauso

The above-mentioned top managers are members of the Management Committee. The General Management carries out the following activities:

- liaising with the bodies of the Santander Group in drafting the strategic plan to be submitted to the approval of the Board of Directors, as well as in relation to all major management issues or for studies and projects of high strategic value;
- liaising with the bodies of the Santander Consumer Finance, S.A. controlling company in drafting operating plans that are subsequently submitted to the approval of the competent bodies and also monitoring of performance and issues regarding the various executive activities;
- supervision of global strategies application as resolved by the Board of Directors, verifying compliance of company operations with policies regarding investments and adoption of organisational resources and empowerment of personnel;
- identification and definition, according to the strategic guidelines defined by the Board of Directors, of repositioning of the organisational and governance model and of major projects to be submitted to the approval of the related administrative bodies and supervising application of these;
- formulation of preliminary analysis in order to define the risk management and performance targets of the various business activities;
- supervision of relationships and contacts with the markets and institutional investors; and
- promotion of actions able to reinforce corporate ethics as a mainstay of the internal and external conduct of the bank.

In particular, the Managing Director/General Manager, who participates at the meetings of the Corporate Bodies, is also responsible for taking the decisions regarding credit and, pursuant to the powers granted

to him, represents the bank in legal actions and proceedings, liaises directly with the Statutory Auditors, the Independent Auditors and the Bank of Italy and orders routine inspections and administrative inquiries in accordance with the audit plan or as proposed by the competent authorities.

The appointment or revocation of the internal Committees, as well as their members, is determined by the Board of Directors. The Committee's Members operate jointly by co-operating and keeping themselves mutually informed on any important matter concerning their respective operating areas; the Managing Director/General Manager attends all the internal Committees. Pursuant to Italian law, the Shareholders have to appoint a Board of Statutory Auditors (*Collegio Sindacale*) which consists of three standing Statutory Auditors and two substitute Statutory Auditors.

The current composition of the Statutory Auditors is the following :

Position	***Name***
Chairman	Walter Bruno
Standing Auditor	Maurizio Giorgi
Standing Auditor	Stefano Caselli
Substitute Auditor	Marta Montalbano
Substitute Auditor	Luisa Girotto

According to the Originator's by-laws, the main tasks of the Board of Statutory Auditors include checking formal and substantial correctness of administrative activities; the Board is also entitled to liaise with the Supervisory Authorities and the Independent Auditors. The Board of Statutory Auditors performs its functions through direct audits and also by acquiring information from members of the Corporate Bodies and from representatives of the Independent Auditors.

In particular, the main activities of the Board of the Statutory Auditors include:

- supervising compliance with laws and the by-laws in accordance with the principles of correct administration;
- verifying the adequacy of the organisation model, with specific reference to efficiency and correct functioning of the internal control system;
- investigating major problems and issues highlighted during auditing and monitoring of the related corrective actions.

The Statutory Auditors are responsible for overseeing management and for the verification of compliance in accordance with applicable Italian law and the Originator's by-laws. They are also responsible for ensuring that the Originator's organisation, internal auditing and accounting systems are adequate and reliable. The Statutory Auditors has been appointed for a three-years period (2012-2014). They have to meet on a quarterly basis each year and are required by law to attend each Board of Directors' meeting. In accordance with applicable Italian regulations, the accounts of the Originator must be audited by external auditors appointed by the shareholders. The appointment has to be proposed by the Statutory Auditors. Deloitte & Touche S.p.A. has been appointed for a nine-years period (2010-2018) to audit the financial statements of the Originator.

Business and market approach

Products currently offered by the Originator may be classified under the following six main categories:

- consumer credits (*ad hoc* loans);
- personal loans;

- car leasing;
- credit cards loans;
- savings deposits;
- assignment of one-fifth of salary.

On a historical basis and as of the date of this Prospectus in terms of volume, the core business is consumer credit. The Originator is looking, however, to develop further its relationships with borrowers and to enhance its own presence in other business areas whilst maintaining a conservative approach to its business.

Consumer credit

These are the simplest type of loans, i.e. those where the instalments (which are due on a monthly basis) remain the same along all for the life of the loan (the first instalment is due 20 to 37 days after the contract has been signed). Over the last decade, the Originator has gradually enlarged its product base in relation to these loans to be able to keep in line with its competitors' standards.

All loans have monthly instalments with payments due on the 1st or the 15th of each month. Middle-class families with medium to medium-low monthly incomes are the typical target of consumer credit services. The duration and average amount lent on loans of this nature depend on the products being financed: for example, the average terms of loans for cars and motorbikes are respectively 55 and 40 months with average financed amounts of € 11,703 and € 5,468; the average term for direct loans is about 69 months with an average financed amount of € 11,534. In any case, the financed amount must not exceed € 78.000 for a maximum duration of 120 months. Consumer credit loans may also be insured by the relevant debtor in favour of the Originator against the risk of death and temporary disability through primary insurance companies.

As shown in the table below (as at 31 December 2013), purpose loans may be divided into various classes having different characteristics:

	Maximum term of the loan (month)	Maximum amount per loan (□)	Average amount per loan (€) (2013 new business)	Payment frequency
Financed product				
New vehicles:				
Cars	90	78,000	12,958	Monthly
Motorcycles	60	31,000	5,468	Monthly
Caravans	126	78,000	24,997	Monthly
Boats	96	52,000	7,309	Monthly
Used vehicles:				
Cars	60	41,500	8,780	Monthly
Caravans	96	52,000	15,284	Monthly

Other products:				
Electric Appliances	60	31,000	3,685	Monthly
Furniture	84	31,000	4,365	Monthly
Personal Loans	72	20,000	11,534	Monthly

At 31 December 2013, the total amount of outstanding credits in the Italian domestic market amounted to approximately € 5,5 billion, according to the Assofin data-base. The Originator held a market share equal to 2.7% of the total Assofin business volumes.

Personal Loans

Personal loans are granted both for specified and general purposes.

As at 31 December 2013, personal loans represented approximately 19.0 per cent. of the Issuer's new business volume (compared to 34.8 per cent. for the same period in 2012). During 2013 the Issuer undertook an important process in order to optimize its business line profitability by introducing new processes and product features. At 31 December 2013 the Issuer's market share in the domestic market for personal loans stands at 1.5 per cent. (*Source: Assofin*).

Car Leases

The Originator provides finance for car purchasing through its finance lease activity both to companies and self- employees. The average maturity ranges from a minimum of 24 months up to a maximum of 60 months for new cars and new commercial vehicles.

Lease loans may also be insured by the relevant debtor in favor of the Originator against the risk of death and temporary disability through primary insurance companies.

During 2013, the Originator reshaped all the process of the leasing product in order to obtain more efficiency with great attention to IT infrastructures with particular reference to tools and instruments for the calculation of vehicle's buyback amount. For these reason, the new business generated was lower than the previous year. Having closed the renewal process on leasing product, the Originator is planning to enhance its leasing segment with a general boost on commercial proposal with the introduction of leasing on used vehicles both to private and companies.

Credit cards

Since 1997, the Issuer has provided credit cards to its customers particularly "revolving credit cards" and in a very small part "charge credit cards". During 2012 the Issuer undertook an important process in order to optimize its business line profitability by introducing the rationalization of its existing portfolio. This process will result in a general reduction of circulating credit cards and to a general improvement of the level of control of credit risk.

Between late 2012 and January 2013 the Issuer reorganised again its distribution channels, also as a result of the impact of new legislative measure. In particular, from February 2013, the distribution of credit cards has been limited to the branches of the bank.

Marketing

Marketing activities are different for direct and indirect distribution channels: for the first one, the main activity is direct marketing on existing customers in order to cross-sell personal loan products. During

the last year, an even more strong collaboration with CRM Dpt. has brought to a higher efficiency in communication activity.

The reshape of media mix (mailing, SMS, direct e-mailing) with an increasing importance of communication on digital media has been one of the main goal of 2013 direct communication strategy.

Marketing activities for indirect channel are mainly focused on Retail Distributors (*Convenzionati*), who are the principal target of loyalty and incentive programs.

Insurance

The Originator established an insurance department in September 2010 in order to focus on and promote its activities as an insurance intermediary.

As at 31 December 2013 the Issuer's insurance intermediary activities account for € 20,357 thousand in terms of net insurance commissions achieving the budget in term of key performance indicators. Mainly offered products in 2013 were Creditor Protector Insurance (auto loans and personal loans), Motor Insurance (linked to auto loans), Assistances (linked to personal loans).

Salary Assignment

Since May 2006, the Issuer offers salary assignment products through Santander Consumer Unifin SpA, an Italian company totally owned by Santander Consumer Bank. The business volumes generated by this category of credits amounted to € 334,074 thousand in 2012 and € 331,942 thousand in 2013. The new business volumes expected for 2014 are around € 430 million.

For these kind of loans, the monthly instalment is paid directly by the employers, a life and a jobless insurance coverage is mandatory by law and the credit outstanding is also guaranteed by the *Trattamento di Fine Rapporto.*

Banking products

As at 31 December 2013, there were 3.380 active "Saving accounts" with total deposits of € 95,157 thousand. A reduction in volume and number of customers compared to 2012 is explained by higher rates on fixed deposits offered by new products on the market.

The Issuer's "Time Deposits" products, which offers various rates of return to customers who make deposits for a pre-determined and fixed period of time (12 or 24 months) stood at 1.549 accounts as at 31 December 2013 with total deposits of € 167,283 thousand.

Regarding the product named "Faro" (exclusively offered to employees of the Issuer), at 31 December 2013 there were 480 active accounts with total deposits of € 19,409 thousand.

Current accounts for the settlement of directed workflows and short-term management of cash, as well as settlement accounts for stock financing, product operations (financing of stocks of goods–new vehicles and motorbikes) represent part of the Issuer's core business. As at 31 December 2013, the Issuer had 272 active stock financing accounts and credit lines representing € 399,108 thousand.

Guarantees and securities

Contracts in respect of personal loans and purpose loans are mostly executed by the customer with one or more relatives (spouse and/or parents) or third parties acting as co-obligors. Sometimes the customer is required to sign a number of bills of exchange in favour of the Originator for a maximum agreed amount. Bills of exchange constitute title (*titolo esecutivo*) to commence proceedings directly against the client, without having to obtain a previous court order. Purpose loans financing the purchase of cars or other vehicles might be secured by mortgages (*ipoteca su beni mobili registrati* - mortgage over registered movable property) which can benefit from a mandate to register such mortgages in the public registers executed by the customer in favour of the Originator.

The following table shows a summary of various aspects of the business of the Originator:

Outstanding	2009	2010	2011	2012	2013
Auto Loans	4.453.530.711	3.963.708.091	3.166.967.721	2.533.088.312	2.041.242.395
Purpose Loans	337.840.848	318.141.397	248.832.520	182.125.111	95.229.295
Personal Loans	2.097.233.260	2.317.133.534	2.409.240.520	2.253.451.524	1.853.253.844
Cards	160.296.048	136.570.040	120.687.748	98.563.713	50.052.469
Stock	93.592.862	81.094.899	183.217.936	103.895.608	80.821.398
Salary Assignment	744.283.104	1.122.239.534	1.522.079.229	1.539.701.118	1.590.618.283
TOTAL	**7.886.776.833**	**7.938.887.495**	**7.651.025.674**	**6.710.825.386**	**5.711.217.684**

The following financial information has been extracted from the Originator's 2009, 2010, 2011, 2012 and 2013 audited unconsolidated annual internal management reports, with proper allocation of results coming from the securitised portfolios.

New Loans breakdown by business area

New Business (€/000)	2009	2010	2011	2012	2013
New Car	1.487.374	1.050.514	809.991	598.613	479.758
Used Car	338.989	271.116	215.107	156.600	131.363
Cars	***1.826.363***	***1.321.631***	***1.025.098***	***755.213***	***611.121***
Purpose Loans	229.915	187.987	137.824	98.351	14.406
Cards	134.971	114.227	102.010	87.261	23.978
Personal Loans	1.069.607	981.004	973.376	679.984	230.328
Salary Assignment	440.097	524.919	521.477	334.074	331.942
TOTAL	**3.700.953**	**3.129.769**	**2.759.784**	**1.954.883**	**1.211.775**

THE CREDIT AND COLLECTION POLICIES

Credit Policies

Origination sources

Santander Consumer Unifin S.p.A. operates through a broker's sales network.

The Agents generate new business (salary assignment or delegation of payment contracts) by dealing with final customers (public or private employees, pensioners).

Loan application

The applicant is required to provide the following information/documents:

- personal identification data: any document admitted under Presidential Decree no. 445 dated 28 December 2000, such as an ID card, a passport for particular products, or a driving licence;
- fiscal code;
- income certifications:
    1. latest payslip for employees;
    2. latest pension slip for pensioners;
    3. annual salary certification "CUD" (requested for some type of products);

Others documents requested to employer:

- employment certificate "certificato di stipendio o attestato di servizio" for employees;
- statement of instalment to be assigned "dichiarazione quota cedibile" for pensioners;

A financial simulation is proposed to the customer. The output of this simulation is a printed document (SECCI-PREV) including all the relevant information on the loan that the customer is applying for. The loan contract is signed with SCU.

In the loan application are included loan information: characteristics of the loan (amount, term, interest rates, etc.). The loan contract is signed with SCB.

Each loan is secured against death and job loss (mandatory by law) by insurance companies (mandatory by law).

Loan evaluation process

The data entry is made by the brokers trough a FEE. Vo web page of the SCB internal IT system (AS 400). Then Santander Consumer Unifin S.p.A. operative dpt. makes manual cross-check of data entry and related documentations attached.

The evaluation process is Automatic. Each application receive an automatic evaluation (internal score) in a very short time using the tools used by SCB for its own products (decision engine "SDS").

Searches in internal (SCB portfolio) are also allowed while it is planned an access to external data base (Experian, Crif, etc.).

The advantages of this new admission flow are:

- ✓ Automation of the process;
- ✓ Reduction of decision period;
- ✓ No discretion in decision process.

Collection Policies

The recovery credit management for Santander Consumer Unifin S.p.A. CQS in Santander is divided into two main areas:

- phone collection for unpaid instalments
- management of definitive claims

The division is necessary to manage the recovery of instalments in different ways, depending on the two series; the first one is managed by phone collection on ATC (the holder of the credit) and, in some case, on client, in order to obtain the payment of due instalments. The second one is managed by contact to the Insurance Company, while the demand on ATC or on the client is mainly aimed to receive documentation. In this case the purpose is the insurance refund.

Phone collection for unpaid instalments

CQS loans are in recovery credit (RC) from two instalments delay; to be considered due and unpaid, the instalment must have at least 31 days of delay from the expiry, which takes place on the last day of the calendar month.

CQS loans in RC are assigned to external agencies of recovery credit (EER) and separated into packages in respect of the unpaid instalments:

2-3 instalments delay (Arrears)

4-5-6 instalments delay (Pre-Termination)

=>7 instalments delay (Termination)

CQS loans are assigned to EER on the last business day of each month and are managed and checked by CBU CQS Service.

Every commitment lasts a month and ends on the penultimate business day of the month.

During the first week of assignment the external agencies, besides phone collection, send fax and e-mails to ATC, with the request of the payment for every loan and with the request for a response.

For the assignment =>7 instalments delay, for private ATC and in particular case (for example private ATC on sale) a reminder letter with lawyer firm is sent.

In case of suspected frauds (for example self-financing of the ATC, falsification of documents, falsification of TFR) CQS loans are reported to Frauds Service in Santander and, if confirmed, transmitted to a law office.

In case of bankruptcy proceedings (eg bankruptcy, receivership, compulsory liquidation, arrangement) ATC are managed by a dedicated law office monitored by CBU CQS Service, which follows all the process of practices.

Final claims

Claims are divided into definitive employment claims and definitive life claims.

The definitive employment claims are always about the termination of the employment relationship. The activity is directed to the recovery of TFR (work closeout), to the check of a possible new work office and otherwise to the request for payment from the insurance company.

Definitive life claims cover cases of death of the client, the intervention is aimed at recovery of documentation in order to open the claim and receive the payment from the insurance.

The final claims are opened only with written documentation.

CBU CQS follows all the process of the practice, from the opening of the claim until the closure.

The parties involved in definitive claims management are the ATC, the Insurance company and the client. Activity of recovery is often done on Insurance company, in order to check the documentation and obtain faster payments.

For each type of claim and for every processing step, a format letter is sent to the Insurance Company, ATC and client (and in the case of the death of the client, to the heirs) by the external agency.

THE ISSUER'S BANK ACCOUNTS

Pursuant to the terms of the Issuer Account Bank Agreement, the Issuer has opened the following accounts with the Account Bank:

(a) a euro-denominated current account into which the Servicer is required to deposit, *inter alia*, the Collections in accordance with the Servicing Agreement (the "**Collection Account**");

(b) a euro-denominated current account into which the Issuer is required to deposit, *inter alia*, available amounts on each Interest Payment Date under item (xii) of the Pre-Enforcement Priority of Payments (the "**Cash Reserve Account**");

(c) a euro-denominated current account into which the Issuer is required to deposit, *inter alia*, available amounts on each Interest Payment Date under item (viii) of the Pre-Enforcement Priority of Payments (the "**Liquidity Reserve Account**");

(d) a euro-denominated current account into which the Issuer has deposited € 30,000 (the "**Retention Amount**") on the Initial Issue Date (the "**Expenses Account**" and, together with the Collection Account, the Cash Reserve Account and the Liquidity Reserve Account, the "**Cash Accounts**"). This account will then be replenished on each Interest Payment Date up to the Retention Amount and such amount will be applied by the Issuer to pay all fees, costs, expenses and taxes required to be paid in order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation; and

(e) a securities account (the "**Eligible Investments Securities Account**") into which the Issuer will deposit all securities constituting Eligible Investments from time to time owned by it.

Pursuant to the terms of the Agency and Accounts Agreement, the Issuer has opened with the Paying Agent a euro-denominated current account into which, *inter alia*, will be credited on the Business Day preceding each Interest Payment Date and any other Business Day on which any payment of principal and/or interest in respect of any of the Series 2 Notes becomes due and payable, all the amounts standing to the credit of the Collection Account on the last day of the immediately preceding Collection Period (the "**Payments Account**" and, together with the Cash Accounts and the Eligible Investments Securities Account, the "**Accounts**").

In addition, in 2008, the Issuer also opened a euro-denominated bank account with Santander Consumer Bank S.p.A. into which the Issuer's equity capital has been deposited and will be required to remain deposited for as long as all notes issued or to be issued by the Issuer, including the notes issued in the context of the Previous Transactions and any Notes, have been redeemed or cancelled (the "**Equity Capital Account**").

Pursuant to the Issuer Account Bank Agreement and the Agency and Accounts Agreement, The Bank of New York Mellon, in its capacity as Account Bank, has agreed (i) to provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the monies from time to time standing to the credit of the Cash Accounts, including the preparation of statements of account on each Reporting Date; and (ii) to invest on behalf of the Issuer funds standing to the credit of the Cash Reserve Account, the Liquidity Reserve Account and the Collection Account in Eligible Investments.

Pursuant to the Issuer Account Bank Agreement and the Agency and Accounts Agreement, The Bank of New York Mellon, in its capacity as Account Bank, has also agreed to provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the securities from time to time standing to the credit of the Eligible Investments Securities Account, including the preparation of statements of account on each Reporting Date.

TERMS AND CONDITIONS OF THE SERIES 2 NOTES

The following is the text of the terms and conditions of the Series 2 Notes (the "**Conditions**").

The € 955,360,000 Series A1 –2012-2 Asset-Backed Fixed Rate Notes due October 2027 (the "**Series A1 Notes**"), the € 72,559,000 Series B1 –2012-2 Asset-Backed Fixed Rate Notes due October 2027 (the "**Series B1 Notes**" and, together with the Series A1 Notes, the "**Series 1 Senior Notes**") and the € 181,398,000 Series C1 –2012-2 Asset-Backed Notes due October 2027 (the "**Series C1 Notes**" and, together with the Series 1 Senior Notes, the "**Series 1 Notes**") have been issued by Golden Bar (Securitisation) S.r.l. (the "**Issuer**") on 31 October 2012 (the "**Initial Issue Date**") in order to finance the purchase of the Initial Claims (as defined below). The € 266,650,000 Series A2 –2014-2 Asset-Backed Fixed Rate Notes due October 2027 (the "**Series A2 Notes**" and together with the Series A1 Notes, the "**Class A Notes**"), the € 100,000 Series B2 –2014-2 Asset-Backed Fixed Rate Notes due October 2027 (the "**Series B2 Notes**" and, together with the Series B1 Notes, the "**Class B Notes**". The Series A2 Notes and the Series B2 Notes are collectively referred to as the "**Series 2 Senior Notes**" and together with the Series 1 Senior Notes, the "**Senior Notes**"), and the € 100,000 Series C2 – 2014-2 Asset-Backed Notes due October 2027 (the "**Series C2 Notes**" and, together with the Series 2 Senior Notes, the "**Series 2 Notes**". The Series C1 Notes and the Series C2 Notes are together referred to as the "**Junior Notes**" or the "**Class C Notes**", and all the Senior Notes and the Junior Notes shall be referred to as the "**Notes**") have been issued by the Issuer on 25 June 2014 (the "**Subsequent Issue Date**") in order to finance the purchase of the Subsequent Claims (as defined below). The Issuer is a company incorporated with limited liability under the laws of the Republic of Italy in accordance with the Securitisation Law (as defined below), having its registered office at via Principe Amedeo, 11, 10123 Turin, Italy. The Issuer is registered in the register of the special purpose vehicles held by the Bank of Italy (*albo delle società veicolo tenuto dalla Banca d'Italia ai sensi del Provvedimento del Governatore della Banca d'Italia del 29 aprile 2011*) under number 32474.9 and in the companies register held in Turin under number 13232920150.

The Notes are subject to and with the benefit of an agency and accounts agreement (the "**Agency and Accounts Agreement**") dated 30 October 2012 (the "**Signing Date**") and amended on 20 June 2014 (the "**Subsequent Signing Date**") between the Issuer, The Bank of New York Mellon, as account bank and computation agent (in such capacities, respectively, the "**Account Bank**" and the "**Computation Agent**", which expressions include any successor account bank and computation agent, respectively, appointed from time to time in respect of the Notes), The Bank of New York Mellon (Luxembourg) S.A., Italian Branch and paying agent (in such capacity, the "**Paying Agent**", which expression includes any successor paying agent appointed from time to time in respect of the Notes and, together with the Account Bank and the Computation Agent, the "**Agents**" and each an "**Agent**") and BNY Mellon Corporate Trustee Services Limited as representative of the Noteholders (in such capacity, the "**Representative of the Noteholders**", which expression includes any successor or additional representative of the Noteholders appointed from time to time).

The Noteholders are deemed to have notice of and are bound by and shall have the benefit of, *inter alia*, the terms of the rules of the organisation of Noteholders (the "**Rules of the Organisation of Noteholders**") which constitute an integral and essential part of these Conditions. The Rules of the Organisation of Noteholders are attached hereto as a schedule. The rights and powers of the Representative of the Noteholders and the Noteholders may be exercised only in accordance with these Conditions, the Intercreditor Agreement (as defined below) and the Rules of the Organisation of Noteholders.

Certain of the statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency and Accounts Agreement, the Intercreditor Agreement and the other Transaction Documents (as defined below). Any reference in these Conditions to a particular Transaction Document is a reference to such Transaction Document as from time to time created and/or modified

and/or supplemented in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so amended and/or modified and/or supplemented.

The holders of the Class A Notes (the "**Class A Noteholders**"), the holders of the Class B Notes (the "**Class B Noteholders** and, together with the Class A Noteholders, the "**Senior Noteholders**" and each a "**Senior Noteholder**") and the holders of the Junior Notes (the "**Junior Noteholders**" and, together with the Senior Noteholders, the "**Noteholders**" and each a "**Noteholder**") are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Agency and Accounts Agreement, the Rules of the Organisation of Noteholders, the Intercreditor Agreement and the other Transaction Documents applicable to them. In particular, each Noteholder, by reason of holding one or more Notes, recognises the Representative of the Noteholders as its representative, acting in its name and on its behalf, and agrees to be bound by the terms of the Transaction Documents to which the Representative of the Noteholders is a party as if such Noteholder was itself a signatory thereto. Copies of the Agency and Accounts Agreement, the Rules of the Organisation of Noteholders, the Intercreditor Agreement and the other Transaction Documents are available for inspection during normal business hours by the Noteholders at the Specified Offices of the Representative of the Noteholders and the Paying Agent.

The Issuer has published to prospective Noteholders of the Series 1 Notes the *prospetto informativo* in respect of the Series 1 Notes required by article 2 of Italian law No. 130 of 30 April 1999 (*disposizioni sulla cartolarizzazione dei crediti*), as amended from time to time (the "**Securitisation Law**"). The Issuer has published to prospective Noteholders of the Series 2 Notes the *prospetto informativo* in respect of the Series 2 Notes required by article 2 of the Securitisation Law. Copies of both *prospetti informativi* will be available, upon request, to the holder of any Note during normal business hours at the Specified Office of the Representative of the Noteholders and the Paying Agent.

Any references to a "**Class**" of Notes or a "**Class**" of Noteholders will be a reference to the Class A Notes, the Class B Notes or the Junior Notes, as the case may be, or to the respective holders thereof, respectively. References to "**Noteholders**" or to the "**holders**" of Notes are to the beneficial owners of the Notes.

The principal source of funds available to the Issuer for the payment of amounts due on the Notes will be collections received in respect of pools of monetary claims and other connected rights (the "**Initial Claims**" and the "**Subsequent Claims**" and together the "**Claims**") arising from a portfolio of consumer loans (i) collateralised by the assignment by the relevant Borrowers (as defined below) of up to one fifth of their salary (*prestiti dietro cessione del quinto*) (the "**Initial CDQ Loans**" and the "**Subsequent CDQ Loans**" and together the "**CDQ Loans**") or (ii) repayable by way of a delegation of payment by the Borrower to the relevant Employer (*prestiti su delegazione di pagamento*) (the "**Initial DP Loans**" and the "**Subsequent DP Loans**", together the DP Loans. The DP Loans together with the CDQ Loans, the "**Loans**") granted by Santander Consumer Bank S.p.A., through Santander Consumer Unifin S.p.A. (the "**Initial Portfolio**" and the "**Subsequent Portfolio**", and together the "**Portfolio**") which have been transferred from Santander Consumer Bank S.p.A. ("**Santander**") to the Issuer. Specifically, pursuant to the terms of a transfer agreement (the "**Transfer Agreement**") dated 7 September 2012 (the "**Initial Execution Date**") and amended on 30 October 2012 and on 28 May 2014 (the "**Subsequent Execution Date**"), the Issuer acquired (i) on the Initial Execution Date the Initial Portfolio composed by the Initial Claims arising from the Initial CDQ Loans and the Initial DP Loans (together the "**Initial Loans**") and (ii) on the **Subsequent Execution Date** the Subsequent Portfolio composed by the Subsequent Claims arising from the Subsequent CDQ Loans and the Subsequent DP Loans (together the "**Subsequent Loans**").

The Claims will be segregated from all other assets of the Issuer by operation of the Securitisation Law and, pursuant to the Intercreditor Agreement, amounts deriving therefrom will be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders to pay costs, fees and expenses due to the Other Issuer Creditors under the Transaction Documents and to pay any other creditor of the Issuer in respect of costs, liabilities, fees or expenses payable to any such other

creditor in relation to the securitisation of the Claims by the Issuer through the issuance of the Notes (the "**Securitisation**").

The Servicer shall ensure the proper segregation of the Issuer's accounting and property from its own activities as "*soggetto incaricato della riscossione dei crediti e dei servizi di cassa e pagamento*", pursuant to article 2(6-bis) of the Securitisation Law and shall be responsible for verifying that the transactions to be carried out pursuant to article 2(3), point (c), of the Securitisation Law and in connection with this Securitisation comply with applicable laws and are consistent with the contents of the Prospectus.

Under the terms of the Mandate Agreement and the Intercreditor Agreement, the Issuer has, *inter alia*, granted a mandate to the Representative of the Noteholders, pursuant to which, *inter alia*, following service of an Issuer Acceleration Notice, the Representative of the Noteholders shall be authorised under article 1723, paragraph 2, of the Italian civil code, to exercise, in the name of the Issuer but in the interest and for the benefit of the Noteholders and the Other Issuer Creditors, all of the Issuer's contractual rights arising out of the Transaction Documents to which the Issuer is a party and in respect of the Claims, including the right to sell them in whole or in part, in the interest of the Noteholders and the Other Issuer Creditors.

1. Definitions

(a) In these Conditions:

"**Account Bank**" means The Bank of New York Mellon as account bank pursuant to the Issuer Account Bank Agreement;

"**Accounts**" means, collectively, the Cash Accounts, the Payments Account and the Eligible Investments Securities Account and "**Account**" means any one of them;

"**Accumulation Date**" means, following the service of an Issuer Acceleration Notice, the earlier of (i) each date on which the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments to be made in accordance with the Post-Enforcement Priority of Payments shall be equal to at least 10% of the aggregate Principal Amount Outstanding of the Notes and (ii) each day falling 10 Business Days before the day that, but for the service of an Issuer Acceleration Notice, would have been an Interest Payment Date;

"**AIFMD**" means Directive 2011/61/EU of 8 June 2011 on Alternative Investment Fund Managers, as the same may be amended from time to time.

"**AIFMD Level 2 Regulation**" means the Commission Delegated Regulation (EU) no. 231/2013, as the same may be amended from time to time.

"**Arranger**" means Banco Santander, S.A.;

"**Arrear Claim**" means a Claim arising from a Loan (i) under which there are two or more consecutive or inconsecutive Unpaid Instalments, or (ii) under which, following the relevant final maturity date, there are at least two instalments which are Unpaid Instalments, and which, in both cases, has not become a Defaulted Claim yet, provided that, for the purposes of this definition, payments received under the Guarantee are not taken into account.

"**Assigned Debtors**" means the Employers, the Financial Intermediary (in respect of the payments due under the Guarantee) or any other debtors under each Personal Loan (including, without limitation, INPS, the Insurance Companies, the entities responsible to pay to the relevant Borrower the severance pay treatment (TFR) or any other severance indemnities, the entities responsible to pay to the relevant Borrower the pension treatment);

"**Banking Act**" means legislative decree No. 385 of 1 September 1993, as amended and supplemented;

"**Basic Terms Modification**" has the meaning given to it in the Rules of the Organisation of Noteholders;

"**Borrower**" means any person who is a borrower under a Loan contained in the Portfolio;

"**Business Day**" means a day on which banks are open for business in Milan, Dublin and London and which is a TARGET Settlement Day;

"**Calculation Amount**" means € 1,000 in Principal Amount Outstanding upon issue;

"**Calculation Date**" means a date no later than the third Business Day prior to each Interest Payment Date;

"**Cancellation Date**" means the later of (i) the last Business Day in October 2028; (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (iii) the date when all the Claims then outstanding will have been entirely written off by the Issuer;

"**Cash Accounts**" means, collectively, the Collection Account, the Cash Reserve Account, the Liquidity Reserve Account and the Expenses Account;

"**Cash Reserve**" means the monies standing to the credit of the Cash Reserve Account at any given time;

"**Cash Reserve Account**" means the euro-denominated current account opened by the Issuer with the Account Bank (as identified in the Issuer Account Bank Agreement);

"**Class A Rate of Interest**" has the meaning given to it in Condition 6(c) (*Interest on the Senior Notes*);

"**Class A Target Principal Amount**" means, in respect of each Payment Date an amount, calculated on the immediately preceding Calculation Date, equal to the lesser of (a) the Principal Amount Outstanding of the Class A Notes as of such Calculation Date, and (b) the excess (if any) of the Outstanding Principal of all Claims (other than Defaulted Claims) as of the immediately preceding Collection Date over the aggregate of the Principal Amount Outstanding of the Class B Notes and the Principal Amount Outstanding of the Class C Notes as of such Calculation Date.

"**Class B Rate of Interest**" has the meaning given to it in Condition 6(c) (*Interest on the Senior Notes*);

"Class B Target Principal Amount" means, in respect of each Payment Date an amount calculated on the immediately preceding Calculation Date as follows: (a) so long as the Principal Amount Outstanding of the Class A Notes on the immediately preceding Calculation Date is greater than zero and, on such Payment Date after giving effect to the distributions to be made pursuant to paragraph ninth of the Pre-Enforcement Priority of Payments, would remain greater than zero, the Principal Amount Outstanding of the Class B Notes, or (b) if on such Calculation Date the Principal Amount Outstanding of the Class A Notes is zero or if on such Payment Date after giving effect to distributions pursuant to paragraph ninth of the Pre-Enforcement Priority of Payments, it will have been reduced to zero, an amount equal to the lesser of (i) the Principal Amount Outstanding of the Class B Notes as of such Calculation Date and (ii) the excess (if any) of the Outstanding Principal of all Claims (other than Defaulted Claims) as of the immediately preceding Collection Date over the aggregate of the Principal Amount Outstanding of the Class C Notes as of such Calculation Date;

"**Class C Target Principal Amount**" means, in respect of each Payment Date an amount calculated on the immediately preceding Calculation Date as follows: (a) so long as the Principal Amount Outstanding of the Class A Notes or the Principal Amount Outstanding of the Class B Notes on the immediately preceding Calculation Date is greater than zero and, on such Payment Date after giving effect to the distributions to be made pursuant to paragraphs ninth and eleventh of the Pre-Enforcement Priority of Payments, would remain greater than zero, the Principal Amount Outstanding of the Class C Notes, or (b) if on such Calculation Date the Principal Amount Outstanding of the Class A Notes or the Principal Amount Outstanding of the Class B Notes is zero or if on such Payment Date after giving effect to distributions pursuant to paragraphs ninth and eleventh of the Pre-Enforcement Priority of Payments, it will have been reduced to zero, zero;

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*;

"**Collection Account**" means the euro-denominated current account opened by the Issuer with the Account Bank (as identified in the Issuer Account Bank Agreement), or any other account as may replace it in accordance with the Issuer Account Bank Agreement;

"**Collection Date**" means 1 April, 1 July, 1 October and 1 January of each year, provided that 1 July 2014 shall not constitute a Collection Date;

"**Collection Period**" means (a) prior to the service of an Issuer Acceleration Notice, each period commencing on (and including) a Collection Date and ending on (but excluding) the next succeeding Collection Date up to the redemption in full of the Notes, the first Collection Period commencing (i) in respect of the Initial Portfolio on (but excluding) the Initial Valuation Date and ending on (and including) 31 March 2013, and (ii) in respect of the Subsequent Portfolio on (but excluding) the Subsequent Valuation Date and ending on (and including) 30 September 2014; and (b) following the service of an Issuer Acceleration Notice, each period commencing on (but excluding) the last day of the preceding Collection Period and ending on (and including) the immediately following Accumulation Date provided that the Collection Period commencing on 1 April 2014 will have a six month duration and will end on 30 September 2014;

"**Collections**" means any monies from time to time paid, as of (but excluding) the Relevant Valuation Date, in respect of the Loans and the related Claims;

"**CONSOB**" means the *Commissione Nazionale per le Società e la Borsa*;

"**Corporate Services Agreement**" means the corporate services agreement dated the Signing Date between the Issuer, the Representative of the Noteholders and the Corporate Services Provider, as amended on the Subsequent Signing Date;

"**Corporate Services Provider**" means Bourlot Gilardi Romagnoli e Associati and includes any successor corporate services provider appointed from time to time under the Corporate Services Agreement;

"**Criteria**" means the objective common criteria listed in respect of the Initial Portfolio in exhibit 1 and 4 of the Transfer Agreement, and in respect of the Subsequent Portfolio in exhibit 4 of the Transfer Agreement;

"**DBRS**" means DBRS Ratings Limited;

"**Debtor**" means any Borrower, any person having granted any Guarantee to the Originator or any person who is liable for the payment or repayment of amounts due under a Loan;

"**Decree 239**" means Italian legislative decree No. 239 of 1 April 1996, as subsequently amended;

"**Decree 239 Withholding**" means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239;

"**Defaulted Claim**" means a Claim in relation to which any of the following events occurred (i) there are eight or more consecutive or inconsecutive Unpaid Instalments with reference to such Claim, or under which, following the relevant final maturity date, there is at least one instalment which is an Unpaid Instalment for eight or more months, provided that, for the purposes of this definition, payments received under the Guarantee are netted from the notional of such Claim; (ii) the Borrower of the relevant Loan died; or (iii) the Borrower of the relevant Loan lost his/her job.

"**Eligible Institution**" means any depository institution organised under the laws of any state which is a member of the European Union or of the United States of America:

(a) whose short-term unsecured and unsubordinated debt obligations are rated at least:

  (I) "P-1" by Moody's; and

  (II) "R-2 (middle)" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS);

(b) whose long-term unsecured and unsubordinated debt obligations are rated at least:

  (I) "A1" by Moody's; and

  (II) "BBB" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS);

(c) whose obligations under the Transaction Documents to which it is a party are guaranteed by a depository institution organised under the laws of any state which is a member of the European Union or of the United States of America:

  (I) whose short-term unsecured and unsubordinated debt obligations are rated at least:

    (A) "P-1" by Moody's; and

    (B) "R-2 (middle)" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS);

  (II) whose long-term unsecured and unsubordinated debt obligations are rated at least:

    (C) "A1" by Moody's; and

    (D) "BBB" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS);

Eligible Investments means:

(a) euro-denominated money market funds which have a long-term rating of "Aaa-mf" by Moody's and, if rated by DBRS, "AAA" by DBRS and permit daily liquidation of investments or have a maturity date falling before the next following Liquidation Date provided that such money market funds are disposable without penalty or loss;

(b) euro-denominated senior, unsubordinated debt securities, commercial papers, deposits or other debt instruments provided that (i) such investments are

immediately repayable on demand, disposable without penalty or loss or have a maturity date falling on or before the next following Liquidation Date; and (ii) such investments provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and

(c) repurchase transactions between the Issuer and an Eligible Institution in respect of Euro-denominated debt securities or other debt instruments provided that (i) title to the securities underlying such repurchase transactions (in the period between the execution of the relevant repurchase transactions and their respective maturity) effectively passes to the Issuer, (ii) such repurchase transactions are immediately repayable on demand, disposable without penalty or loss or have a maturity date falling on or before the next following Liquidation Date (provided that, in respect of such investments, their maturity must be, in any case, shorter than 30 calendar days) and (iii) such repurchase transactions provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount);

provided that with exclusive regard to paragraphs (b) and (c) above, the relevant investments or, in the case of repurchase transactions, the debt securities or other debt instruments underlying the relevant repurchase transaction are issued or held by, or fully and unconditionally guaranteed on an unsubordinated basis by, an institution whose unsecured and unsubordinated debt obligations are rated at least:

(1) either "Baa3" by Moody's in respect of long-term debt or "P-3" by Moody's in respect of short-term debt, with regard to investments having a maturity of less than one month, or such other lower rating being compliant with the criteria established by Moody's from time to time; (B) either "Baa2" by Moody's in respect of long-term debt or "P-2" by Moody's in respect of short-term debt, with regard to investments having a maturity between one and three months, or such other lower rating being compliant with the criteria established by Moody's from time to time; (C) "A3" by Moody's in respect of long-term debt or "P-1" by Moody's in respect of short-term debt, with regard to investments having a maturity between three and six months, or such other lower rating being compliant with the criteria established by Moody's from time to time; or (D) "A2" by Moody's in respect of long-term debt and "P-1" by Moody's in respect of short-term debt, with regard to investments having a maturity longer than six months, or such other lower rating being compliant with the criteria established by Moody's from time to time; and

(2) if such debt securities or other debt instruments are rated by DBRS (A) "R-2 (middle)" by DBRS in respect of short-term debt or "BBB" by DBRS in respect of long-term debt, with regard to investments having a maturity of less than one month; (B) "R-1 (middle)" by DBRS in respect of short-term debt or "AA (low)" by DBRS in respect of long-term debt, with regard to investments having a maturity between one and three months; (C) "R-1 (high)" by DBRS in respect of short-term debt or "AA" by DBRS in respect of long-term debt, with regard to investments having a maturity between three and six months; or (D) "R-1 (high)" by DBRS in respect of short-term debt and "AAA" by DBRS in respect of long-term debt, with regard to investments having a maturity longer than six months;

provided further that, in any event, none of the Eligible Investments set out above may consist, in whole or in part, actually or potentially, of (i) credit linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives nor may any amount available to the Issuer in the context of the Securitisation otherwise be

invested in any such instruments at any time, or (ii) asset-backed securities, irrespective of their subordination, status or ranking, or (iii) swaps, other derivatives instruments, or synthetic securities or any other instrument from time to time specified in the European Central Bank monetary policy regulations applicable from time to time.

"**Eligible Investments Securities Account**" means the securities account opened by the Issuer with the Account Bank (as identified in the Issuer Account Bank Agreement);

"**Employer**" means the employer of the relevant Borrower, or the entity responsible (or which will be responsible) for the payment of the relevant Instalments of a Loan, pursuant to the relevant Salary Assignment, the relevant Delegation of Payment and the relevant Loan;

"**English Deed of Charge and Assignment**" means the deed of charge and assignment dated on the Signing Date and modified on the Subsequent Signing Date between the Issuer and the Representative of the Noteholders and governed by English law;

"**English Law Transaction Documents**" means the Issuer Account Bank Agreement and the English Deed of Charge and Assignment;

"**Equity Capital Account**" means a euro-denominated deposit account opened with the Account Bank or any other account as may replace it in accordance with the Agency and Accounts Agreement into which the sum representing 100% of the Issuer's equity capital (equal to € 10,000) has been deposited and will remain deposited therein for so long as all notes issued or to be issued by the Issuer (including the Notes) have been paid in full;

"**Euro**", "**euro**" or "**€**" means the currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended;

"**Euribor**" means the rate of interest, calculated as at the Calculation Date immediately preceding the relevant Interest Period, offered in the Euro zone inter-bank market for six month deposits, which appears on the Reuters-Euribor*Ø1* or on the page which may substitute it.

"**Euroclear**" means Euroclear Bank S.A./N.V.;

"**Event of Default**" has the meaning given to it in Condition 10(a) (*Events of Default*);

"**Expenses Account**" means the euro-denominated current account opened by the Issuer with the Account Bank (as identified in the Issuer Account Bank Agreement), or any other account as may replace it in accordance with the Issuer Account Bank Agreement;

"**Extraordinary Resolution**" has the meaning given to it in the Rules of the Organisation of Noteholders;

"**Final Redemption Date**" means the Interest Payment Date immediately following the earlier of: (i) the date when the Portfolio Outstanding Amount will have been reduced to zero; and (ii) the date when all the Claims then outstanding will have been entirely written off by the Issuer,

"**Financial Intermediary**" means Santander Consumer Unifin S.p.A., with a sole shareholder, having its registered office at Via G. Di Vittorio, 21/B, Castel Maggiore (BO), having a share capital of € 17.687.085, enrolled in the register of Enterprises of Bologna with n. 00317760379, enrolled in the special register kept by the Bank of Italy under article 107 of the Banking Act with n. 31298.3, enrolled in the register kept by the Bank of Italy under article 106 of the Banking Act with n. 11027.

"**Financial Intermediary Agreement**" means the agreement between Santander and the Financial Intermediary pursuant to which this latter has, inter alia, granted to Santander the Guarantee.

"**Guarantee**" means the "*non riscosso per riscosso*" guarantee granted to Santander by the Financial Intermediary pursuant to the Financial Intermediary Agreement;

"**Initial Execution Date**" means 7 September 2012;

"**Initial Issue Date**" means 31 October 2012.

"**Initial Purchase Price**" has the meaning ascribed to the term "*Prezzo del Portafoglio Iniziale*" in the Transfer Agreement.

"**Initial Rateo Amount**" means interest accrued on the Initial Claims up to the Initial Valuation Date, but not yet due, for an overall amount equal to € 161,294.51;

"**Initial Underwriting Agreement**" means the underwriting agreement in respect of the Series 1 Notes dated the Signing Date between the Issuer, the Underwriter, the Arranger and the Representative of the Noteholders;

"**Initial Valuation Date**" means 5 September 2012;

"**Insolvent**" means that the Issuer is, or is deemed for the purposes of any applicable law to be, unable to pay its debts as they fall due or is insolvent;

"**Instalment**" means the scheduled monthly payment falling due from the relevant Borrower (through its Employer) under a Loan and which consists of an Interest Component and a Principal Component;

"**Insurance Company**" means each of the insurance companies which has issued an Insurance Policy;

"**Intercreditor Agreement**" means the intercreditor agreement dated the Signing Date and amended on the Subsequent Signing Date between the Issuer, the Noteholders (represented by the Representative of the Noteholders) and the Other Issuer Creditors;

"**Interest Amount**" means:

(a) in respect of the Class A Notes and the Class B Notes, the amount of interest accrued during the relevant Interest Period in respect of the relevant Class as determined in accordance with Condition 6(e) (*Determination of amount of interest*); and/or

(b) in respect of the Junior Notes the Junior Notes Interest Amount and/or the Junior Notes Additional Remuneration accrued on the Junior Notes during the relevant Interest Period, as the context requires;

"**Interest Amount Arrears**" means the portion of the relevant Interest Amount for the Notes of any Class, calculated pursuant to Condition 6 (*Interest*), which remains unpaid on the relevant Interest Payment Date;

"**Issuer Available Funds**" means, on any Calculation Date prior to the service of an Issuer Acceleration Notice, an amount equal to the sum of:

(a) the Interest Components and the Principal Components received by the Issuer in respect of the Loans in the Portfolio during the Collection Period immediately preceding such Calculation Date;

(b) without duplication with (a) above, any amount invested in Eligible Investments (if any) during the immediately preceding Collection Period from the Collection Account, following liquidation thereof on the preceding Liquidation Date;

(c) the Cash Reserve;

(d) without duplication with (c) above, an amount equal to the sums invested in Eligible Investments (if any) during the immediately preceding Collection Period from the Cash Reserve Account, following liquidation thereof on the preceding Liquidation Date;

(e) without duplication with (c) above and (j) below, all amounts of interest accrued and paid on the Cash Accounts during the Collection Period immediately preceding such Calculation Date;

(f) without duplication with (e) above, payments made to the Issuer by any other party to the Transaction Documents during the Collection Period immediately preceding such Calculation Date;

(g) the Revenue Eligible Investments Amount realised on the preceding Liquidation Date, if any;

(h) any recoveries (including any purchase price received in relation to the sale of any Defaulted Claims) received by the Issuer in respect of any Defaulted Claim during the Collection Period immediately preceding such Calculation Date;

(i) any other amount standing to the credit of the Collection Account as at the end of the Collection Period immediately preceding the relevant Calculation Date;

(j) the amounts actually credited to and/or retained in the Collection Account on the immediately preceding Interest Payment Date;

(k) payments made to the Issuer by the Originator pursuant to the Warranty and Indemnity Agreement and/or the Transfer Agreement during the Collection Period immediately preceding such Calculation Date in respect of indemnities or damages for breach of representations or warranties;

(l) any purchase price received by the Issuer in relation to the sale of any Claims (other than Defaulted Claims) made in accordance with the Transfer Agreement and the Warranty and Indemnity Agreement during the Collection Period immediately preceding such Calculation Date; and

(m) on the Calculation Date immediately preceding the Final Redemption Date and on any Calculation Date thereafter, the balance standing to the credit of the Expenses Account at such dates

(n) to the extent that the funds under (a) to (m) (inclusive) above would not be sufficient to make the payments falling due on the immediately following Interest Payment Date under items (i) to (v) of the Pre-Enforcement Priority of Payments, the Liquidity Reserve;

"**Interest Component**" means the interest component of each Instalment (including commissions for collection commissions for postal payments and Prepayment Fees) and any other amount which is not a Principal Component;

"**Interest Payment Date**" means (a) prior to the service of an Issuer Acceleration Notice, 20 April, 20 July, 20 October and 20 January in each year (or, if any such date is not a Business Day, that date will be the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day) provided that 20 July 2014 will not constitute an Interest Payment Date and (b) following the service of an Issuer Acceleration Notice, the day falling 10 Business Days after the Accumulation Date (if any) or any other day

on which any payment is due to be made in accordance with the Post-Enforcement Priority of Payments, the Conditions and the Intercreditor Agreement;

"**Interest Period**" has the meaning given to it in Condition 6(a) (*Interest Periods*);

"**Irish Stock Exchange**" means Irish Stock Exchange plc;

"**Issue Date**" means in respect of the Series 1 Notes the Initial Issue Date and in respect of the Series 2 Notes the Subsequent Issue Date;

"**Issuer**" means Golden Bar (Securitisation) S.r.l.;

"**Issuer Acceleration Notice**" has the meaning given to it in Condition 10(b) (*Service of an Issuer Acceleration Notice*);

"**Issuer Account Bank Agreement**" means the account bank agreement entered into on the Signing Date and amended on the Subsequent Signing Date between, *inter alia*, the Issuer, the Representative of the Noteholders and The Bank of New York Mellon as Account Bank;

"**Issuer Creditors**" means (i) the Noteholders (represented, as the case may be, by the Representative of the Noteholders); (ii) the Other Issuer Creditors; and (iii) any other third-party creditors in respect of any taxes, costs, fees, expenses or liabilities incurred by the Issuer in relation to the securitisation of the Claims;

"**Issuer Secured Creditors**" means the Representative of the Noteholders, the Noteholders, the Paying Agent, the Computation Agent, the Account Bank, the Servicer, the Corporate Services Provider, the Stichtingen Corporate Services Provider, the Subordinated Loan Provider, the Underwriter, the Arranger and Santander (in respect of any monetary obligation due to it by the Issuer under the Letter of Undertaking, the Transfer Agreement and the Warranty and Indemnity Agreement), together with any entity which will be, from time to time, a party to the Intercreditor Agreement;

"**Issuer's Rights**" means the Issuer's right, title and interest in and to the Claims, any rights that the Issuer has acquired under the Transaction Documents and any other rights that the Issuer has acquired against the Originator, any Other Issuer Creditors (including any applicable guarantors or successors) or third parties for the benefit of the Noteholders in connection with the securitisation of the Claims;

"**Italian Deed of Pledge**" means a deed of pledge under Italian law executed on the Signing Date and amended on the Subsequent Signing Date between the Issuer and the Representative of the Noteholders acting on its own behalf and on behalf of the other Issuer Secured Creditors;

"**Italian Law Transaction Documents**" means the Agency and Accounts Agreement, the Corporate Services Agreement, the Stichtingen Corporate Services Agreement, the Italian Deed of Pledge, the Intercreditor Agreement, the Mandate Agreement, the Shareholders' Agreement, the Letter of Undertaking, the Transfer Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Subordinated Loan Agreement and the Underwriting Agreements;

"**Junior Notes Additional Remuneration**" means, in relation to the Junior Notes, on each Interest Payment Date:

(a) prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds calculated on the immediately preceding Calculation Date *minus* all payments to be made under items (i) to (xxi) of the Pre-Enforcement Priority of Payments; and

(b) following the service of an Issuer Acceleration Notice, the Post-Enforcement Issuer Available Funds *minus* all payments to be made under items (i) to (xvi) of the Post-Enforcement Priority of Payments;

"**Junior Notes Interest Amount**" has the meaning given to it in Condition 6(d) (*Junior Notes Interest Amount and Junior Notes Additional Remuneration)*;

"**Junior Notes Interest Amount Arrears**" means, in respect of the Junior Notes, the Junior Notes Interest Amount which has not become payable pursuant to the relevant Pre-Enforcement Priority of Payments;

"**Letter of Undertaking**" means the letter of undertaking entered into on the Signing Date and amended on the Subsequent Signing Date between the Issuer, Santander and the Representative of the Noteholders;

"**Limited Recourse Loan**" means any limited recourse loan, or other form of financing, advanced by the Originator to the Issuer pursuant to the terms of clause 2 (*Impegno a finanziare*) of the Letter of Undertaking;

"**Liquidation Date**" means the date falling one Business Day before each Calculation Date or, in the event that any of the financial instruments constituting Eligible Investments purchased for the account of the Issuer in accordance with clause 3 of the Issuer Account Bank Agreement ceases to have the minimum required ratings set out in the definition of "Eligible Investments", the date on which such financial instruments constituting Eligible Investments are actually liquidated in accordance with the Agency and Accounts Agreement;

"**Liquidity Reserve**" means the monies standing to the credit of the Liquidity Reserve Account at any given time;

"**Liquidity Reserve Account**" means the euro-denominated current account opened by the Issuer with the Account Bank (as identified in the Issuer Account Bank Agreement);

"**Loan Agreement**" means a loan agreement between the Originator and a Debtor pursuant to which a Loan has been granted and out of which the relevant Claims arise;

"**Loans**" means the aggregate of the loans the Claims in respect of which are purposed to be transferred under the Transfer Agreement in the Portfolio and "**Loan**" means any one of these;

"**Local Business Day**" has the meaning given to it in Condition 8(c) (*Payments on Business Days*);

"**Mandate Agreement**" means a mandate agreement dated the Signing Date and amended on the Subsequent Signing Date between the Issuer and the Representative of the Noteholders;

"**Maturity Date**" has the meaning given to it in Condition 7(a) (*Final redemption*);

"**Meeting**" has the meaning given to it in the Rules of the Organisation of Noteholders;

"**Minimum Rating**" means, in respect of DBRS:

i. a long term rating at least equal to "BB (high)". For reasons of clarity, the rating assigned by DBRS will be (a) the public rating assigned by DBRS or, in case of absence of such public rating, (b) the private rating assigned by DBRS, or;

ii. in case of absence of either public rating or private rating assigned by DBRS, an Equivalent Rating at least equal to "BB (high)", where "**Equivalent Rating**" shall be:

(I) if a Fitch public rating, a Moody's public rating and an S&P public rating are all available (1) the rating (once converted on the basis of the Table of Equivalence) remaining after disregarding the highest and lowest of such ratings or (2) in the presence of two or more rating coincident, any of these ratings;

(II) if the Equivalent Rating cannot be determined under paragraphs (a) and (b) above, but public long term ratings by any two of Fitch, Moody's and S&P are available, the rating of these (once converted on the basis of the table of equivalence) that is the lowest;

(III) if the Equivalent Rating cannot be determined under paragraphs (a) and (b) above, but a public long term rating by one of Fitch, Moody's and S&P is available.

"**Monte Titoli**" means Monte Titoli S.p.A.;

"**Monte Titoli Account Holder**" means any authorised institution entitled to hold accounts on behalf of their customers with Monte Titoli (and includes any Relevant Clearing System which holds account with Monte Titoli or any depository banks appointed by the Relevant Clearing System);

"**Moody's**" means Moody's Italia S.r.l.;

"**Most Senior Class**" means at any time, without prejudice to any applicable Priority of Payments:

(a) the Class A Notes (for so long as there are Class A Notes outstanding); or

(b) if no Class A Notes are then outstanding, Class B Notes (for so long as there are Class B Notes outstanding); or

(c) if neither Class A Notes nor Class B Notes are then outstanding, the Junior Notes;

"**Note Security**" has the meaning given thereto in Condition 4 (*Note Security*);

"**Organisation of Noteholders**" means the organisation of Noteholders created by the issue and subscription of the Notes and regulated by the Rules of the Organisation of Noteholders attached hereto as a schedule;

"**Originator**" means Santander Consumer Bank S.p.A.;

"**Originator's Claims**" means, collectively, the monetary claims that the Originator may have from time to time against the Issuer under the Transfer Agreement (other than in respect of the Purchase Price and the Warranty and Indemnity Agreement, and including, without limitation, the Rateo Amounts, the Reimbursement Amounts (if any), all amounts due and payable to the Originator for the repayment of any loan extended to the Issuer under clause 15.4 (*Finanziamento spese*) of the Transfer Agreement and clause 6.4 (*Risoluzione delle controversie*) of the Warranty and Indemnity Agreement);

"**Other Issuer Creditors**" means the Representative of the Noteholders, the Paying Agent, the Computation Agent, the Account Bank, the Servicer, the Corporate Services Provider, the Stichtingen Corporate Services Provider, the Subordinated Loan Provider, the Arranger, the Underwriter and Santander (in respect of any monetary obligation due to it by the Issuer under the Letter of Undertaking, the Transfer Agreement and the Warranty and Indemnity Agreement), together with any entity which has become or will become, from time to time, a party to the Intercreditor Agreement;

"**Outstanding Principal**" means, on any date and in respect of each Claim, the aggregate of all Principal Components owing from the relevant Borrower and/or

scheduled to be paid after such date, and for the avoidance of doubt, net of Principal Component received by the Issuer under the Guarantee in respect of such Claim.

"**Payments Account**" means the euro-denominated current account opened by the Issuer with the Paying Agent (as identified in the Agency and Accounts Agreement), or any other account as may replace it in accordance with Agency and Accounts Agreement;

"**Payments Report**" means the report prepared, on each Calculation Date, by the Computation Agent which will calculate the amounts to be disbursed on the following Interest Payment Date pursuant to the priority of payments as set forth in Condition 3(d) (*Pre-Enforcement Priority of Payments*) or, in accordance with the Conditions, pursuant to the priority of payments as set forth in Condition 3(e) (*Post-Enforcement Priority of Payments*), and to be delivered by the Computation Agent to the Issuer, the Servicer, Santander, the Arranger, the Underwriter, the Corporate Services Provider, the Rating Agencies, the Paying Agent, the Account Bank and the Representative of the Noteholders;

"**Portfolio Outstanding Amount**" means, on each Interest Payment Date, the aggregate Outstanding Principal of all the Claims;

"**Post-Enforcement Final Redemption Date**" means the earlier to occur between: (i) the date when all the Notes are due for payment under Condition 7(e) (*Optional redemption*) or Condition 7(f) (*Optional redemption for taxation, legal or regulatory reasons*) in the event that the Issuer opts for the early redemption of the Notes in accordance therewith, (ii) the date when the Portfolio Outstanding Amount will have been reduced to zero, and (iii) the date when all the Claims then outstanding will have been entirely written off by the Issuer;

"**Post-Enforcement Issuer Available Funds**" means, as of each Calculation Date following the service of an Issuer Acceleration Notice, the aggregate of the amounts received or recovered by or on behalf of the Issuer or the Representative of the Noteholders in respect of the Claims, the Note Security and the Issuer's Rights under the Transaction Documents;

"**Post-Enforcement Priority of Payments**" means the provisions relating to the order of priority of payments as set out in Condition 3(e) (*Post-Enforcement Priority of Payments*);

"**Pre-Enforcement Priority of Payments**" means the provisions relating to the order of priority of payments as set out in Condition 3(d) (*Pre-Enforcement Priority of Payments*);

"**Prepayment Fees**" means the fee due to the Originator by any Borrower opting for a voluntary prepayment of the relevant Loan;

"**Previous Programme 2004**" means the securitisation transaction named *"€ 2,500,000,000 Euro Medium Term Asset-Backed Notes Programme*" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law in March 2004; the Previous Programme 2004 have been already terminated by the repayment in full of the Previous Programme 2004 Notes;

"**Previous Programme 2004 Notes**" means the following asset-backed notes issued in connection with the Previous Programme 2004: *"€ 188,000,000 Series 1 2004 - Class A limited recourse asset-backed notes due 2020*", "*€ 8,000,000 Series 1 2004 - Class B limited recourse asset-backed notes due 2020*", *"€ 3,000,000 Series 1 2004 - Class limited recourse asset-backed notes due 2020*", *"€ 1,000,0000 Series 1 2004 - Class D limited recourse asset-backed notes due 2020*", "*€ 470,000,000 Series 2 2004 - Class A*

limited recourse asset-backed notes due 2021", "*€ 20,000,000 Series 2 2004 - Class B limited recourse asset-backed notes due 2021*", *"€ 7,500,000 Series 2 2004 - Class limited recourse asset-backed notes due 2021*", *"€ 2,500,000 Series 2 2004 - Class D limited recourse asset-backed notes due 2021*", *"€ 658,000,000 Series 3 2006 - Class A limited recourse asset-backed notes due 2022*", *"€ 28,000,000 Series 3 2006 - Class B limited recourse asset-backed notes due 2022*", *"€ 10,500,000 Series 3 2006 - Class limited recourse asset-backed notes due 2022*", *"€ 3,500,000 Series 3 2006 - Class D limited recourse asset-backed notes due 2022*", *"€ 658,000,000 Series 4 2007 - Class A limited recourse asset-backed notes due 2023*", *"€ 28,000,000 Series 4 2007 - Class B limited recourse asset-backed notes due 2023*", "*€ 10,500,000 Series 4 2007 - Class C limited recourse asset-backed notes due 2023*" and "*€ 3,500,000 Series 4 2007 - Class D limited recourse asset-backed notes due 2023*"; the Previous Programme 2004 Notes have been already repaid in full and cancelled;

"**Previous Programme 2009**" means the securitisation transaction named *"€ 2,500,000,000 Euro Medium Term Asset-Backed Notes Programme*" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law December 2009;

"**Previous Programme 2009 Notes**" means the following asset-backed notes issued in connection with the Previous Programme 2009: *"€ 648,000,000 Series 1 2009 GB IV Class A limited recourse asset-backed notes due 2026", "€ 124,000,000 Series 1 2009 GB IV Class B limited recourse asset-backed notes due 2026"* and *"€ 28,000,000 Series 1 2009 GB IV Class C limited recourse asset-backed notes due 2026"*;

"**Previous Notes**" means collectively the Previous Programme 2004 Notes, the Previous Programme 2009 Notes, the Previous Securitisation March 2011 Notes, the Previous Securitisation October 2011 Notes, the Previous Securitisation November 2011 Notes, the Previous Securitisation July 2012 Notes, the Previous Securitisation June 2014-1 Notes;

"**Previous Securitisation July 2012**" means the securitisation transaction completed on July 2012 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans consisting of consumer loans acquired from Santander and (ii) the issue of asset-backed notes in an aggregate amount of € 753,100,000.

"**Previous Securitisation June 2014-1**" means a securistisation transaction completed in June 2014 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing consumer loans directed to purchase automobiles acquired from Santander and (ii) the issue of the Previous Securitisation June 2014-1 Notes.

"**Previous Securitisation July 2012 Notes**" means the following asset-backed notes issued in connection with the Previous Securitisation July 2012:*"€ 527,200,000 Class A – 2012-1 Asset-Backed Fixed Rate Notes due 2024" "€ 56,500,000 Class B – 2012-1 Asset-Backed Fixed Rate Notes due 2024" "€ 169,400,000 Class C – 2012-1 Asset-Backed Notes due 2024*".

"**Previous Securitisation June 2014-1 Notes**" means the following asset backed notes issued in connection with the Previous Securitisation June 2014-1: ""€ 646,800,000 Class A-2014-1 Asset-Backed Floating Rate Notes due December 2030*", € "30,100,000 Class B-2014-1 Asset-Backed Fixed Rate Notes due December 2030" and "€ 75,100,000 Class C-2014-1 Asset Backed Notes due December 2030".*

"**Previous Securitisation March 2011**" means the securitisation transactions completed in March 2011 and involving (i) the acquisition of monetary claims and other connected

rights arising from a portfolio of performing loans (*finanziamenti*) consisting of vehicle loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of €600,000,000;

"**Previous Securitisation March 2011 Notes**" means the following asset-backed notes issued in connection with the Previous Securitisation March 2011: "*€411,000,000 Class A – 2011-1 Asset-Backed Floating Rate Notes due 2025*", "*€ 129,000,000 Class B – 2011-1 Asset-Backed Floating Rate Notes due 2025*" and "*€ 60,000,000 Class C – 2011-1 Asset-Backed Notes due 2025*"

"**Previous Securitisation November 2011**" means the securitisation transactions completed in November 2011 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans (*finanziamenti*) consisting of vehicle loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of € 750,058,000;

"**Previous Securitisation November 2011 Notes**" means the following asset-backed notes issued in connection with the Previous Securitisation November 2011, "*Up to € 700,000,000 Class A Asset-Backed Floating Rate Variable Funding Notes due June 2025*" and "*Up to € 306,338,100 Class B Asset-Backed Variable Funding Notes due June 2025*";

"**Previous Securitisation October 2011**" means the securitisation transactions completed in October 2011 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans consisting of purpose loans and personal loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of €950,000,000;

"**Previous Securitisation October 2011 Notes**" means the following asset-backed notes issued in connection with the Previous Securitisation October 2011, "*€ 532,000,000 Class A – 2011-2 Asset-Backed Floating Rate Notes due 2023*", "*€ 95,000,000 Class B – 2011-2 Asset-Backed Floating Rate Notes due 2023*" and "*€ 323,000,000 Class C – 2011-2 Asset-Backed Notes due 2023*";

"**Previous Securitisation November 2013-1**" means a securistisation transaction completed in November 2013 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans consisting of consumer loans acquired from Santander and (ii) the issue of Previous Securitisation November 2013-1 Notes.

"**Previous Securitisation November 2013-2**" means a securistisation transaction completed in November 2013 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans consisting of consumer loans acquired from Santander and (ii) the issue of Previous Securitisation November 2013-2 Notes.

"**Previous Securitisation November 2013-1 Notes**" means the following asset backed notes issued in connection with the Previous Securitisation November 2013-1: "up to Euro 1,000,000,000 Asset-Backed Variable Funding Notes due 2035".

"Previous Securitisation November 2013-2 Notes" means the following asset backed notes issued in connection with the Previous Securitisation November 2013-2 "*Euro 254,820,000 Asset-Backed Notes due 2026"*

"**Previous Transactions**" means, collectively, the Previous Programme 2004, the Previous Programme 2009, the Previous Securitisation March 2011, the Previous Securitisation October 2011 and, Previous Securitisation November 2011, the Previous

Securitisation July 2012, the Previous Securitisation November 2013-1, the Previous Securitisation November 2013-2 and the Previous Securitisation June 2014-1;

"**Previous Transactions Documents**" means collectively the documents, deeds and agreements defined as "Transaction Documents" in the prospectus related to the Previous Transactions;

"**Principal Amount Outstanding**" means, on any day:

(a) in relation to each Class, the aggregate principal amount outstanding of all Notes in such Class; and

(b) in relation to a Note, the principal amount of that Note upon issue less the aggregate amount of all Principal Payments in respect of that Note which have become due and payable (and which have actually been paid) on or prior to that day;

"**Principal Deficiency Trigger Event**" shall mean with respect to any Payment Date the event that occurs in case the difference between (a) the Principal Amount Outstanding of all Notes (after giving effect to any repayment of principal to be made on such Payment Date) and (b) the sum of (i) the Outstanding Principal of all Claims (other than Defaulted Claims) as of the immediately preceding Collection Date, and (ii) the Cash Reserve on such Payment Date and (iii) the Liquidity Reserve on such Payment Date, is greater than 16% of the Principal Amount Outstanding of the Notes calculated for each Notes on the Subsequent Issue Date.

"**Principal Factor**" means, at any time and in respect of a Class of Notes, the fraction expressed as a decimal to the sixth point of which the numerator is the aggregate Principal Amount Outstanding of the relevant Class of Notes at such time and the denominator is the aggregate Principal Amount Outstanding of the relevant Class of Notes upon issue;

"**Principal Component**" means the principal component of each Instalment;

"**Principal Payments**" has the meaning given in Condition 7(d) (*Principal Payments and Principal Amount Outstanding*);

"**Priority of Payments**" means, as the case may be, the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments;

"**First Prospectus**" means the prospectus for the Series 1 Notes dated 30 October 2012 and published by the Issuer in connection with the issue of the Notes, and which constitutes a *prospetto informativo* for the Series 1 Notes in accordance with the Securitisation Law;

"**Prospectus**" means the prospectus to be dated 24 June 2014 and published by the Issuer in connection with the issue of the Series 2 Notes, and which constitutes a *prospetto informativo* for all Series 2 Notes in accordance with the Securitisation Law;

"**Purchase Price**" means the Initial Purchase Price and the Subsequent Purchase Price;

"**Rate of Interest**" means the Class A Rate of Interest or the Class B Rate of Interest, as the context requires,

"**Rateo Amounts**" means the Initial Rateo Amount and the Subsequent Rateo Amount.

"**Rating Agencies**" means, collectively, Moody's and DBRS;

"**Realised Loss**" means, as at the end of each Collection Period, in respect of a Claim which has become a Defaulted Claim during such Collection Period, the Outstanding Principal of such Defaulted Claim;

"**Reimbursement Amounts**" means those amounts relating to the reimbursement of expenses (including, legal and judicial expenses) incurred in connection with the recovery of Defaulted Claims which have not been paid on the relevant due date;

"**Relevant Clearing System**" means Euroclear and/or Clearstream, Luxembourg;

"**Relevant Date**" means, in respect of any payment in relation to the Notes, whichever is the later of:

(a) the date on which the payment in question first becomes due; and

(b) if the full amount payable has not been received by the Paying Agent or the Representative of the Noteholders on or prior to such date, the date on which, the full amount having been so received, notice to that effect has been given to the Noteholders in accordance with Condition 17 (*Notices*);

"**Relevant Day-Count Fraction**" means, in relation to an Interest Period, the actual number of days in the relevant Interest Period divided by 360;

"**Issue Date**" means in respect of the Series 1 Notes the Initial Issue Date and in respect of the Series 2 Notes the Subsequent Issue Date;

"**Relevant Valuation Date**" means, in respect of the Initial Portfolio the Initial Valuation Date and in respect of the Subsequent Portfolio the Subsequent Valuation Date;

"**Reporting Date**" means the date which is seven Business Days after the last day of each Collection Period;

"**Retention Amount**" means an amount equal to € 30,000;

"**Re-tranferred Claims** means the Claims that have been repurchased by the Originator from the Issuer pursuant to the exercise of an option right granted to the Originator by the Issuer pursuant to article 18 of the Transfer Agreement.

"**Revenue Eligible Investments Amount**" means, as at each Liquidation Date, any interest or other remuneration on the Eligible Investments bought by or for the account of the Issuer other than repayment of principal or repayment of the initial capital invested, as applicable, in respect of each Eligible Investment;

"**Secured Amounts**" means all the amounts due, owing or payable by the Issuer, whether present or future, actual or contingent, to the Noteholders under the Notes and the other Issuer Secured Creditors pursuant to the relevant Transaction Documents;

"**Security Interest**" means any mortgage, charge, pledge, lien, right of set off, special privilege (*privilegio speciale*), assignment by way of security, retention of title or any other security interest whatsoever or any other agreement or arrangement having the effect of conferring security;

"**Servicer**" means Santander, and includes any successor servicer appointed from time to time under the Servicing Agreement;

"**Servicer's Advance**" means all amounts due and payable to the Servicer for the repayment of any loan extended to the Issuer under clause 12.5.5 of the Servicing Agreement;

"**Servicer's Owner**" means the entity owning the entire share capital of Santander Consumer Bank S.p.A., such entity being, as at the Initial Execution Date, Santander Consumer Finance, S.A.;

"**Servicing Agreement**" means the servicing agreement dated the Initial Execution Date and amended on the Subsequent Execution Date between the Issuer and the Servicer;

"**Shareholders' Agreement**" means the shareholders' agreement dated the Signing Date and amended on the Subsequent Signing Date between the Issuer, Santander, Stichting Turin, Stichting Po River and the Representative of the Noteholders;

"**Specified Offices**" has the meaning given in Condition 17(d) (*Initial Specified Offices*);

"**Stichtingen Corporate Services Agreement**" means the Stichtingen corporate services agreement entered into on the Signing Date and amended on the Subsequent Signing Date between the Issuer, the Stichtingen Corporate Services Provider, the Representative of the Noteholders, Stichting Turin and Stichting Po River;

"**Stichtingen Corporate Services Provider**" means Wilmington Trust SP Services (London) Limited as corporate services provider to Stichting Turin and Stichting Po River pursuant to the Stichtingen Corporate Services Agreement or any permitted assignee or successor;

"**Subordinated Loan**" means the Subordinated Loan granted by the Subordinated Loan Provider in connection with the Subordinated Loan Agreement;

"**Subordinated Loan Agreement**" means the subordinated loan agreement entered into on the Signing Date and amended on the Subsequent Signing Date between the Issuer, the Subordinated Loan Provider and the Representative of the Noteholders;

"**Subordinated Loan Provider**" means Santander, and includes any successor subordinated loan provider appointed from time to time under the Subordinated Loan Agreement;

"**Subsequent Issue Date**" means 25 June 2014.

"**Subsequent Purchase Price**" has the meaning ascribed to the term "*Prezzo del Portafoglio Successivo*" in the Transfer Agreement.

"**Subsequent Rateo Amount** " means interest accrued on the Subsequent Claims up to the Subsequent Valuation Date, but not yet due, for an overall amount equal to € 337.008,67;

"**Subsequent Underwriting Agreement**" means the underwriting agreement in respect of the Series 2 Notes dated the Signing Date between the Issuer, the Underwriter, the Arranger and the Representative of the Noteholders;

"**Subsequent Valuation Date**" means 8 May 2014;

"**Table of Equivalence**" means the table below:

*"**DBRS equivalent**" means the DBRS rating equivalent of any of the below ratings by Moody's, Fitch or S&P:* ***DBRS***	***Moody's***	***S&P***	***Fitch***
AAA	*Aaa*	*AAA*	*AAA*
AA(high)	*Aa1*	*AA+*	*AA+*
AA	*Aa2*	*AA*	*AA*
AA(low)	*Aa3*	*AA-*	*AA-*

A(high)	*A1*	*A+*	*A+*
A	*A2*	*A*	*A*
A(low)	*A3*	*A-*	*A-*
BBB (high)	*Baa1*	*BBB+*	*BBB+*
BBB	*Baa2*	*BBB*	*BBB*
BBB (low)	*Baa3*	*BBB-*	*BBB*
BB (high)	*Ba1*	*BB+*	*BB+*
BB	*Ba2*	*BB*	*BB*
BB (low)	*Ba3*	*BB-*	*BB-*
B (high)	*B1*	*B+*	*B+*
B	*B2*	*B*	*B*
B (low)	*B3*	*B-*	*B-*
CCC(high)	*Caa1*	*CCC+*	*CCC*
CCC	*Caa2*	*CCC*	
CCC(low)	*Caa3*	*CCC-*	
CC	*Ca*	*CC*	
		C	
D	*C*	*D*	*D*

"**T.A.N.**" means, in respect of each Loan, the annual nominal rate of return (*tasso nominale annuo*);

"**Target Cash Reserve Amount**" means, in respect of each Interest Payment Date,

(1) up to the Interest Payment Date falling on April 2014 (included), the lower of:

(b) € 30,232,925; and

(c) the greater of:

(i) € 7,500,000; and

(ii) 2.5% of the aggregate Principal Amount Outstanding of the Notes as at such Interest Payment Date (following payments under the Notes to be made on such Interest Payment Date),

(2) on each Interest Payment Date thereafter, the lower of:

(d) € 21,303,442; and

(e) the greater of:

(i) € 7,500,000; and

(ii) 1.9% of the aggregate Principal Amount Outstanding of the Notes as at such Interest Payment Date (following payments under the Notes to be made on such Interest Payment Date),

provided that:

(A) notwithstanding the formula above, the Target Cash Reserve Amount may not be reduced below the level applicable as at the immediately preceding Interest Payment Date, unless the following cumulative conditions are met in respect of a given Interest Payment Date:

(a) on the Interest Payment Date on which the reduction will become effective, the Cash Reserve equals or exceeds the Target Cash Reserve Amount as at the relevant Interest Payment Date (upon making all the payments and provisions to be made on such Interest Payment Date);

(b) no Principal Deficiency Trigger Event has occurred;

(B) on the Calculation Date immediately following the Interest Payment Date on which the Senior Notes will be redeemed in full, the Target Cash Reserve Amount will be reduced to zero.

"**Target Liquidity Reserve Amount**" means (i) up to the Interest Payment Date falling on October 2014 (excluded) € 24,186,000, and (ii) starting from the Interest Payment Date falling on October 2014 (included) € 22,000,000 save that the Target Liquidity Reserve Amount will be reduced to zero in respect of the Interest Payment Date on which the Class A Notes are redeemed in full;

"**TARGET Settlement Day**" means any day on which the TARGET System is open;

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007, or any successor thereto;

"**Transaction Documents**" means, collectively, the English Law Transaction Documents and the Italian Law Transaction Documents and "**Transaction Document**" means any one of them;

"**Transfer Agreement**" means the transfer agreement dated the Initial Execution Date, as amended on the Subsequent Execution Date, between the Issuer and Santander;

"**Transfer Deeds**" means any of the deeds dated the Initial Execution Date, as from time to time amended and/or supplemented, between the Issuer and Santander.

"**Underwriter**" means Santander;

"**Underwriting Agreements**" means the Initial Underwriting Agreement and the Subsequent Underwriting Agreement;

"**Unpaid Instalment**" means an Instalment which, at a given date, is due but not fully paid, and remains such for at least one calendar month following the date on which it should have been paid, under the terms of the relevant Loan, provided that, for the purposes of this definition, payments received under the Guarantee are not taken into account.

"**Warranty and Indemnity Agreement**" means the warranty and indemnity agreement dated the Initial Execution Date, as subsequently amended on the Signing Date and on the Subsequent Execution Date between the Issuer and Santander; and

"**Written Resolution**" means a resolution in writing signed by or on behalf of all holders of Notes who for the time being are entitled to receive notice of a Meeting of such holders of Notes in accordance with the Rules of the Organisation of Noteholders, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of Notes.

(b) In these Conditions, the following events are deemed to have occurred as set out below:

an "**Insolvency Event**" will have occurred in respect of the Issuer if:

(i) the Issuer becomes subject to any applicable bankruptcy, liquidation, administration, receivership, insolvency, composition or reorganisation (among which, without limitation, *fallimento*, *liquidazione coatta amministrativa*, *concordato preventivo*, *accordi di ristrutturazione* and *amministrazione straordinaria*, each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy, and including also any equivalent or analogous proceedings under the law of the jurisdiction in which the Issuer is deemed to carry on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, receivership, arrangement, adjustment, protection or relief of debtors) or similar proceedings or the whole or any substantial part of the undertaking or assets of the Issuer are subject to a *pignoramento* or similar procedure having a similar effect (other than any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), such proceedings are being disputed by the Issuer in good faith with a reasonable prospect of success;

(ii) an application for the commencement of any of the proceedings under paragraph (a) above is made in respect of or by the Issuer or the same proceedings are otherwise initiated against the Issuer or notice is given of an intention to appoint an administrator in relation to the Issuer and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success;

(iii) the Issuer takes any action for a re-adjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than the Issuer Secured Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it or applies for suspension of payments; or

(iv) an order is made or an effective resolution is passed for the winding-up, liquidation, administration or dissolution in any form of the Issuer (except a winding-up for the purposes of or pursuant to a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders) or any of the events under article 2484 of the Italian civil code occurs with respect to the Issuer; and

a "**Servicer Report Delivery Failure Event**" will have occurred upon the Servicer's failure to deliver the Servicer Report within three Business Days from the relevant

Reporting Date provided that such event will cease to be outstanding when the Servicer delivers the Servicer Report.

2. Form, denomination and title

(a) **Form:** The Notes are issued in dematerialised form (*emesse in forma dematerializzata*) and will be wholly and exclusively deposited with Monte Titoli in accordance with article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998, through the authorised institutions listed in article 83-*quater* of such legislative decree.

(b) **Denomination:** The Notes are issued in the denomination of € 100,000 and integral multiples of € 1,000 in excess thereof.

(c) **Title:** The Notes will be held by Monte Titoli on behalf of the Noteholders until redemption and cancellation for the account of each relevant Monte Titoli Account Holder. Monte Titoli shall act as depository for Clearstream, Luxembourg and Euroclear. The Notes will at all times be in book entry form and title to the Notes will be evidenced by, and title thereto will be transferred by means of, book entries in accordance with: (i) the provisions of article 83-*bis* of Italian legislative decree No. 58 of 24 February 1998; and (ii) the regulation issued by the Bank of Italy and CONSOB on 22 February 2008, as subsequently amended. No physical document of title will be issued in respect of the Notes.

(d) **Holder Absolute Owner:** Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Representative of the Noteholders and the Paying Agent may (to the fullest extent permitted by applicable laws) deem and treat the Monte Titoli Account Holder, whose account is at the relevant time credited with a Note, as the absolute owner of such Note for the purposes of payments to be made to the holder of such Note (whether or not the Note is overdue and notwithstanding any notice to the contrary, any notice of ownership or writing on the Note or any notice of any previous loss or theft of the Note) and shall not be liable for doing so.

3. Status, ranking and priority

(a) **Status:**

The Notes constitute direct and unconditional obligations of the Issuer, recourse in respect of which is limited in the manner described in Condition 16 (*Limited recourse and non-petition*). The Notes are secured over certain assets of the Issuer pursuant to the Note Security. The Noteholders acknowledge that the limited recourse nature of the Notes produces the effects of a *contratto aleatorio* under Italian law and they accept the consequences thereof, including, but not limited to, the provisions of article 1469 of the Italian civil code. The rights arising from the Note Security are included in each Note.

(b) **Ranking:**

(i) In respect of the obligations of the Issuer to pay interest on the Notes prior to the service of an Issuer Acceleration Notice:

(A) the Class A Notes rank *pari passu* and without any preference or priority among themselves and in priority to the Class B Notes and the Junior Notes;

(B) the Class B Notes rank *pari passu* and without any preference or priority among themselves and in priority to the Junior Notes but subordinate to the Class A Notes; and

(C) the Junior Notes rank *pari passu* and without any preference or priority among themselves, but subordinate to the Senior Notes.

(ii) In respect of the obligations of the Issuer to repay principal on the Notes prior to the service of an Issuer Acceleration Notice:

(A) the Class A Notes rank *pari passu* and without any preference or priority among themselves and in priority to repayment of principal on the Class B Notes and the Junior Notes;

(B) the Class B Notes rank *pari passu* and without any preference or priority among themselves but subordinate to repayment of principal on the Class A Notes and in priority to repayment of principal on the Junior Notes and no amount of principal in respect of the Class B Notes shall become due and payable or be repaid until redemption in full of the Class A Notes; and

(C) the Junior Notes rank *pari passu* and without any preference or priority among themselves, but subordinate to repayment of principal on the Class A Notes and no amount of principal in respect of the Junior Notes shall become due and payable or be repaid until redemption in full of the Senior Notes,

provided that, for the sake of clarity, before the occurrence of a Principal Deficiency Trigger Event, payment of interest on the Class B Notes will rank in priority to repayment of principal on the Class A Notes.

(iii) In respect of the obligations of the Issuer to (a) pay interest and to (b) repay principal on the Notes following the service of an Issuer Acceleration Notice or, in the event that the Issuer opts for the early redemption of the Notes under Condition 7(e) (*Optional redemption*) or Condition 7(f) (*Optional redemption for taxation, legal or regulatory reasons*):

(A) the Class A Notes, as to interest payments, will rank *pari passu* and without any preference or priority among themselves and in priority to (i) repayment of principal on the Class A Notes and (ii) payment of interest and repayment of principal on the Class B Notes and the Junior Notes;

(B) the Class A Notes, as to principal payments, will rank *pari passu* and without any preference or priority among themselves but subordinate to payment of interest on the Class A Notes and in priority to payment of interest and repayment of principal on the Class B Notes and the Junior Notes;

(C) the Class B Notes, as to interest payments, will rank *pari passu* and without any preference or priority among themselves but subordinate to payment of interest and repayment of principal on the Class A Notes and in priority to (i) repayment of principal on the Class B Notes and (ii) payment of interest and repayment of principal on the Junior Notes;

(D) the Class B Notes, as to principal payments, will rank *pari passu* and without any preference or priority among themselves, but subordinate to (i) payment of interest and repayment of principal on the Class A Notes and (ii) payment of interest on the Class B Notes and in priority to payment of interest and repayment of principal on the Junior Notes; and

(E) the Junior Notes will rank *pari passu* and without any preference or priority among themselves, but subordinate to payment of interest and repayment of principal on the Senior Notes.

(c) Intercreditor Agreement:

The Intercreditor Agreement and the Rules of the Organisation of Noteholders provide that the Representative of the Noteholders shall have regard to the respective interests of all Noteholders in connection with the exercise of the powers, authorities, rights, duties and discretions of the Representative of the Noteholders under or in relation to the Notes or any of the Transaction Documents. If, however, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Class A Noteholders and the interests of the Class B Noteholders and/or the Junior Noteholders, the Representative of the Noteholders is required under the Intercreditor Agreement and the Rules of the Organisation of Noteholders to have regard only to the interests of the Class A Noteholders, until the Class A Notes have been entirely redeemed. Once the Class A Notes have been entirely redeemed, if, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Class B Noteholders and the interests of the Junior Noteholders, the Representative of the Noteholders is required under the Intercreditor Agreement and the Rules of the Organisation of Noteholders to have regard only to the interests of the Class B Noteholders until the Class B Notes have been entirely redeemed.

(d) **Pre-Enforcement Priority of Payments**: Prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds as calculated on each Calculation Date will be applied by the Issuer on the Interest Payment Date immediately following such Calculation Date in making payments or provisions in the following order of priority (the "**Pre-Enforcement Priority of Payments**") but, in each case, only if and to the extent that payments or provisions of a higher priority have been made in full:

(i) *first*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding taxes due and payable by the Issuer in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Santander under the Transaction Documents);

(ii) *second*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of:

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties (not being Other Issuer Creditors) incurred in the course of the Issuer's business in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Santander under the Transaction Documents);

(B) any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs);

(C) any and all outstanding fees, costs and expenses of and all other amounts due and payable to the Representative of the Noteholders or any appointee thereof; and

(D) the amount necessary to replenish the Expenses Account up to the Retention Amount;

(iii) *third*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs and expenses of any and all other amounts due and payable to the Paying Agent, the Computation Agent, the Corporate Services Provider, the Stichtingen Corporate Services Provider and the Account Bank, each under the Transaction Document(s) to which each of them is a party;

(iv) *fourth*, in or towards satisfaction of any and all outstanding fees, costs and expenses of and all other amounts due and payable to the Servicer pursuant to the terms of the Servicing Agreement, other than the amounts due to the Servicer in respect of (i) the Servicer's Advance (if any) under the terms of the Servicing Agreement and (ii) the insurance premiums, if any, advanced by Santander in its capacity as Servicer under the terms of the Servicing Agreement;

(v) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class A Notes;

(vi) *sixth*, following the occurrence of a Servicer Report Delivery Failure Event, but only if, on such Interest Payment Date, the Servicer Report Delivery Failure Event is still outstanding, to credit to or retain in, as the case may be, all amounts to the Collection Account;

(vii) *seventh* prior to the occurrence of a Principal Deficiency Trigger Event, in or towards satisfaction of all amounts of interest due and payable on the Class B Notes;

(viii) *eighth*, to credit the Liquidity Reserve Account with the amount required, if any, such that the Liquidity Reserve equals the Target Liquidity Reserve Amount;

(ix) *ninth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes in an amount equal to the excess, if any, of the Principal Amount Outstanding on the Class A Notes over the Class A Target Principal Amount;

(x) *tenth*, following the occurrence of a Principal Deficiency Trigger Event, in or towards satisfaction, *pro rata* and *pari passu*, of all amounts of interest due and payable on the Class B Notes;

(xi) *eleventh*, following redemption in full of the Class A Notes, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class B Notes in an amount equal to the excess, if any, of the Principal Amount Outstanding on the Class B Notes over the Class B Target Principal Amount;

(xii) *twelfth*, to credit the Cash Reserve Account with the amount required, if any, such that the Cash Reserve equals the Target Cash Reserve Amount;

(xiii) *thirteenth*, in or towards satisfaction of all amounts due and payable to the Arranger under the terms of the Underwriting Agreement;

(xiv) *fourteenth*, in or towards satisfaction of all amounts of interest due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(xv) *fifteenth*, in or towards satisfaction of all amounts of principal due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(xvi) *sixteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to Santander:

(A) in respect of the Originator's Claims (if any) under the terms of the Transfer Agreement and the Warranty and Indemnity Agreement; and

(B) in connection with a Limited Recourse Loan under the Letter of Undertaking;

(xvii) *seventeenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Servicer in respect of:

(A) the Servicer's Advance (if any) under the terms of the Servicing Agreement; and

(B) the insurance premiums, if any, advanced by Santander in its capacity as Servicer under the terms of the Servicing Agreement;

(xviii) *eighteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs, liabilities and any other expenses to be paid to fulfil obligations to any Other Issuer Creditor incurred in the course of the Issuer's business in relation to this Securitisation (other than amounts already provided for in this Pre-Enforcement Priority of Payments);

(xix) *nineteenth*, in or towards satisfaction, *pro rata* and *pari passu*, of (a) the Junior Notes Interest Amount due and payable on the Junior Notes and (b) the Junior Notes Interest Amount Arrears (if any).

(xx) *twentieth,* following redemption in full of the Class A Notes and the Classs B Notes, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class C Notes in an amount equal to the excess, if any, of the Principal Amount Outstanding on the Class C Notes over the Class C Target Principal Amount, until the Principal Amount Outstanding of such Junior Notes is equal to € 30,000;

(xxi) *twentyfirst,* on the Final Redemption Date and on any date thereafter, in or towards satisfaction, *pro rata* and *pari passu* of the Principal Amount Outstanding of the Junior Notes until such Junior Notes are repaid in full.

(xxii) *twentysecond,* up to, but excluding, the Final Redemption Date, in or towards satisfaction, pro rata and pari passu of the Junior Notes Additional Remuneration (if any) due and payable on the Junior Notes.

From time to time, during an Interest Period, the Issuer shall, in accordance with the Agency and Accounts Agreement, be entitled to apply amounts standing to the credit of the Expenses Account in respect of certain monies which properly belong to third parties, other than the Noteholders and the Other Issuer Creditors, in order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation, and in payment of sums due to third parties, other than the Noteholders and the Other Issuer Creditors, under obligations incurred in the course of the Issuer's business.

(e) **Post-Enforcement Priority of Payments:** Following the service of an Issuer Acceleration Notice, or, in the event that the Issuer opts for the early redemption of the Notes issued under the Securitisation under Condition 7(e) (*Optional redemption*) or 7(f) (*Optional redemption for taxation, legal or regulatory reasons*), the Post-Enforcement Issuer Available Funds as calculated on each Calculation Date will be applied by or on behalf of the Representative of the Noteholders on the Interest Payment Date immediately following such Calculation Date in making payments or provisions in the

following order (the "**Post-Enforcement Priority of Payments**") but, in each case, only if and to the extent that payments of a higher priority have been made in full:

(i) *first,* in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding taxes to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing and to comply with applicable legislation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Santander under the Transaction Documents);

(ii) *second,* in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of:

(A) any and all outstanding fees, costs, liabilities and any other expenses to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations of the Issuer to third parties (not being Other Issuer Creditors) incurred in relation to this Securitisation (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent not paid by Santander under the Transaction Documents and to the extent the Issuer is not already subject to any insolvency or analogous proceeding); and

(B) any and all outstanding fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders or any appointee thereof;

(iii) *third,* in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs, expenses and taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to the Transaction Documents (to the extent that amounts standing to the credit of the Expenses Account are insufficient to pay such costs and to the extent the Issuer is not already subject to any insolvency or analogous proceeding);

(iv) *fourth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of any and all outstanding fees, costs and expenses of any and all other amounts due and payable to the Paying Agent, the Computation Agent, the Servicer (other than (i) the Servicer's Advance (if any) under the terms of the Servicing Agreement and (ii) the insurance premiums, if any, advanced by Santander in its capacity as Servicer under the terms of the Servicing Agreement), the Corporate Services Provider, the Stichtingen Corporate Services Provider and the Account Bank, each under the Transaction Document(s) to which each of them is a party;

(v) *fifth,* in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class A Notes at such date;

(vi) *sixth,* in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class A Notes until the Class A Notes are repaid in full;

(vii) *seventh,* in or towards satisfaction, *pro rata* and *pari passu*, of all amounts due and payable in respect of interest (including any interest accrued but unpaid) on the Class B Notes at such date;

(viii) *eighth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Class B Notes until the Class B Notes are repaid in full;

(ix) *ninth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Arranger under the terms of the Underwriting Agreement;

(x) *tenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to Santander:

(A) in respect of the Originator's Claims (if any) under the terms of the Transfer Agreement and the Warranty and Indemnity Agreement; and

(B) in connection with a Limited Recourse Loan under the Letter of Undertaking;

(xi) *eleventh*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts due and payable to the Servicer in respect of:

(A) the Servicer's Advance (if any) under the terms of the Servicing Agreement; and

(B) the insurance premiums, if any, advanced by Santander in its capacity as Servicer under the terms of the Servicing Agreement;

(xii) *twelfth*, in or towards satisfaction of all amounts of: interest due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(xiii) *thirteenth,* in or towards satisfaction of all amounts of principal due and payable to the Subordinated Loan Provider under the terms of the Subordinated Loan Agreement;

(xiv) *fourteenth,* in or towards satisfaction, *pro rata* and *pari passu*, of (a) the Junior Notes Interest Amount due and payable on the Junior Notes and (b) the Junior Notes Interest Amount Arrears (if any).

(xv) *fifteenth*, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Principal Amount Outstanding of such Junior Notes is equal to € 30,000;

(xvi) *sixteenth*, on the Post-Enforcement Final Redemption Date and on any date thereafter, in or towards repayment, *pro rata* and *pari passu*, of the Principal Amount Outstanding of the Junior Notes until the Junior Notes are redeemed in full; and

(xvii) *seventeenth,* up to, but excluding, the Post-Enforcement Final Redemption Date, in or towards satisfaction, *pro rata* and *pari passu*, of the Junior Notes Additional Remuneration (if any) due and payable on the Junior Notes,

provided, however, that, if the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments above shall be less than 10% of the Principal Amount Outstanding of the Notes, the Representative of the Noteholders may at its discretion invest such monies in some or one of the investments authorised pursuant to the Intercreditor Agreement. The Representative of the Noteholders at its discretion may vary such investments and may accumulate such investments and the resulting income until the immediately following Accumulation Date.

(f) **Disposal and tax:** The Issuer or the Representative of the Noteholders on in the Issuer's behalf is entitled, pursuant to the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes following the service of an Issuer Acceleration Notice.

(g) **Expenses:** From time to time, during an Interest Period, the Issuer shall, in accordance with the Agency and Accounts Agreement, be entitled to apply amounts standing to the credit of the Expenses Account in respect of certain monies which properly belong to third parties, other than the Noteholders and the Other Issuer Creditors, in order to preserve the corporate existence of the Issuer or to maintain it in good standing or to comply with applicable legislation, and in payment of sums due to third parties, other than the Noteholders and the Other Issuer Creditors, under obligations incurred in the course of the Issuer's business.

4. Note Security

As security for the discharge of the Secured Amounts, the Issuer will create, pursuant to the Italian Deed of Pledge and the English Deed of Charge and Assignment, the following security (together, the "**Note Security**"):

(a) concurrently with the issue of the Notes, in favour of the Representative of the Noteholders for itself and on behalf of the Noteholders and the other Issuer Secured Creditors, an Italian law pledge over all monetary claims and rights and all the amounts (including payment for claims, indemnities, damages, penalties, credits and guarantees) to which the Issuer is entitled from time to time pursuant to the Italian Law Transaction Documents (other than the Mandate Agreement, these Conditions and the Italian Deed of Pledge); and

(b) in favour of the Representative of the Noteholders for itself and as security trustee for the Noteholders and the other Issuer Secured Creditors, *inter alia*, an English law charge over (i) (A) the Accounts (other than the Payments Account), all its present and future right, title and interest in or to the Accounts (other than the Payments Account) and all amounts (including interest) now or in the future standing to the credit of, or accrued or accruing on the Accounts (other than the Payments Account) and (B) all its present (if any) and future right, title and interest in or to the cash, the debt securities or other debt instruments from time to time purchased by or on behalf of the Issuer pursuant to the Issuer Account Bank Agreement or to any monies deriving therefrom standing to the credit of any of the Accounts (other than the Payments Account); (ii) an English law assignment by way of security of all the Issuer's rights, title, interest and benefit present and future in to and under the Issuer Account Bank Agreement and all other present and future contracts, agreements, deeds and documents governed by English law to which the Issuer is or may become a party in relation to the Notes, the Claims and the Portfolio; and (iii) a floating charge over all of the Issuer's assets which are subject to the charge and assignments described under paragraph (i) and (ii) above and not effectively assigned or charged by way of first fixed charge or assignment thereunder.

The rights arising from the Note Security in favour of the Noteholders which are incorporated in each of the Notes are transferred together with the transfer of any Note at the time of transfer of such Note. Each holder of any of the Notes from time to time will have the benefit of such rights.

In addition, by operation of Italian law, the Issuer's right, title and interest in and to the Claims is segregated from all other assets of the Issuer, and amounts deriving therefrom will be available both prior to and following a winding-up of the Issuer only to satisfy the obligations of the Issuer to the Noteholders and the other Issuer Creditors in accordance with the Priority of Payments.

5. Covenants

(a) **Covenants:** For so long as any Note remains outstanding, the Issuer, save with the prior written consent of the Representative of the Noteholders or as provided in or envisaged by these Conditions or any of the Transaction Documents, shall not, nor shall cause or permit (to the extent permitted by Italian law), shareholders' meetings to be convened in order to:

(i) **Negative pledge:** create or permit to subsist any Security Interest whatsoever upon, or with respect to the Claims, or any part thereof or any of its present or future business, undertaking, assets or revenues relating to this Securitisation or undertakings (other than under the Note Security);

(ii) **Restrictions on activities:**

(A) without prejudice to Condition 5(b) (*Further securitisations and corporate existence*) below, engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage in; and

(B) have any subsidiary (*societá controllata*) or affiliate company (*societá collegata*) (as defined in article 2359 of the Italian civil code) or any employees or premises;

(iii) **Disposal of assets:** transfer, sell, lend, part with or otherwise dispose of or deal with or grant any option over or any present or future right to acquire all or any part of the Claims, or any part thereof or any of its present or future business, undertaking, assets or revenues relating to this Securitisation, whether in one transaction or in a series of transactions;

(iv) **Dividends or distributions:** pay any dividend or make any other distribution or return or repay any equity capital to its shareholder or increase its equity capital;

(v) **Borrowings:** without prejudice to Condition 5(b) (*Further securitisations and corporate existence*) below, incur any indebtedness in respect of borrowed money whatsoever or give any guarantee in respect of any indebtedness or of any obligation of any person;

(vi) **Merger:** consolidate or merge with any other person or convey or transfer any of its properties or assets substantially as an entirety to any other person;

(vii) **Waiver or consent:**

(i) permit any of the Transaction Documents to which it is a party to become invalid or ineffective or the priority of the Note Security created thereby to be reduced, amended, terminated or discharged;

(ii) consent to any variation or novation of, or exercise any powers of consent or waiver pursuant to, the terms of any of the Transaction Documents to which it is a party; or

(iii) permit any party to any of the Transaction Documents to which it is a party, or any other person whose obligations form part of the Note Security, to be released from its respective obligations or to dispose of any part of the Note Security, save as envisaged by the Transaction Documents to which it is a party;

(viii) **Bank accounts:** with the exception of the Equity Capital Account and such other accounts that the Issuer may have opened or may open in the future in the

context of securitisation transactions other than this Securitisation and without prejudice to Condition 5(b) (*Further securitisations and corporate existence*), have an interest in any bank account other than the Accounts, unless such account is opened in Italy or England and is pledged, charged or ringfenced, by operation of law or otherwise, in favour of the Issuer Secured Creditors on terms acceptable to the Representative of the Noteholders;

(ix) **Statutory documents:** amend, supplement or otherwise modify its by-laws (*statuto*), except where such amendment, supplement or modification is required by any compulsory provision of Italian law or by competent regulatory authorities;

(x) **Corporate records, financial statements and books of account:** permit or consent to any of the following occurring:

(i) its books and records being maintained with or co-mingled with those of any other person or entity;

(ii) its bank accounts and the debts represented thereby being co-mingled with those of any other person or entity;

(iii) its books and records (if any) relating to the Securitisation being maintained with or co-mingled with those relating to any other securitisation transaction perfected by the Issuer; or

(iv) its assets or revenues being co-mingled with those of any other person or entity;

and, in addition and without limitation to the above, the Issuer shall or shall procure that, with respect to itself:

(a) separate financial statements in relation to its financial affairs are maintained;

(b) all corporate formalities with respect to its affairs are observed;

(c) separate stationery, invoices and cheques are used;

(d) it always holds itself out as a separate entity; and

(e) any known misunderstandings regarding its separate identity are corrected as soon as possible;

(xi) **Residency and centre of main interests:** do any act or thing, the effect of which would be to make the Issuer resident for tax purposes in any jurisdiction other than the Republic of Italy or cease to be managed and administered in the Republic of Italy or cease to have its centre of main interests in the Republic of Italy; and

(xii) **Compliance with corporate formalities:** cease to comply with all necessary corporate formalities.

None of the covenants in this Condition 5(a) shall prohibit the Issuer from (i) performing its obligations under the Previous Transactions Documents in accordance with their terms or (ii) carrying out any activity which is incidental to maintaining its corporate existence and complying with laws and regulations applicable to.

(b) **Further securitisations and corporate existence:** None of the covenants in Condition 5(a) (*Covenants*) shall prohibit the Issuer from:

(i) acquiring, or financing, pursuant to article 7 of the Securitisation Law, by way of separate transactions unrelated to this Securitisation, further portfolios of monetary claims in addition to the Claims either from the Originator or from any other entity (the "**Further Portfolios**") or entering into one or more bridge loans for the purposes of purchasing Further Portfolios provided that such bridge loans are repaid through the proceeds arising from the Further Notes (as defined below);

(ii) securitising such Further Portfolios (each, a "**Further Securitisation**") through the issue of further debt securities additional to the Notes (the "**Further Notes**"); and

(iii) entering into agreements and transactions, with the Originator or any other entity, that are incidental to or necessary in connection with such Further Securitisation, including, *inter alia*, the ring-fencing or the granting of security over such Further Portfolios and any right, benefit, agreement, instrument, document or other asset of the Issuer relating thereto to secure such Further Notes (the "**Further Security**"),

provided that:

(A) the Issuer confirms in writing to the Representative of the Noteholders that such Further Security does not comprise or extend over any of the Claims or any of the other Issuer's Rights;

(B) the Issuer confirms in writing to the Representative of the Noteholders that the terms and conditions of the Further Notes contain provisions to the effect that the obligations of the Issuer whether in respect of interest, principal, premium or other amounts in respect of such Further Notes, are limited recourse obligations of the Issuer limited to some or all of the assets comprised in such Further Security;

(C) the Issuer confirms in writing to the Representative of the Noteholders that each party to such Further Securitisation agrees and acknowledges that the obligations of the Issuer to such party in connection with such Further Securitisation are limited recourse obligations of the Issuer, limited to some or all of the assets comprised in such Further Security and that each creditor in respect of such Further Securitisation or the representative of the holders of such Further Notes has agreed to limitations on its ability to take action against the Issuer, including in respect of insolvency proceedings relating to the Issuer, on terms in all significant respects equivalent to those contained in the Intercreditor Agreement;

(D) (i) Moody's gives written confirmation to the Representative of the Noteholders that the issue of such Further Notes would not adversely affect the then current rating of the Senior Notes and (ii) DBRS is notified thereof;

(E) the Issuer confirms in writing to the Representative of the Noteholders that the Rating Agencies have released the necessary confirmations for the purposes of paragraph (D) above and that the terms and conditions of such Further Notes will include:

(I) covenants by the Issuer in all significant respects equivalent to those covenants provided in paragraphs (A) to (D) above; and

(II) provisions which are the same as or, in the sole discretion of the Representative of the Noteholders, equivalent to this proviso; and

(F) the Representative of the Noteholders is satisfied that conditions (A) to (E) of this proviso have been satisfied.

In confirming that conditions (A) to (E) of this proviso have been satisfied, the Representative of the Noteholders may require the Issuer to make such modifications or additions to the provisions of any of the Transaction Documents (as may itself consent thereto on behalf of the Noteholders) or may impose such other conditions or requirements as the Representative of the Noteholders may deem expedient (in its absolute discretion) in the interests of the holders of the Notes and may rely on any written confirmation from the Issuer as to the matters contained therein.

None of the covenants in Condition 5(a) (*Covenants*) above shall prohibit the Issuer from carrying out any activity which is incidental to maintaining its corporate existence and complying with laws and regulations applicable to it.

6. Interest

(a) **Interest Periods**: Each Class A Note, each Class B Note and each Class C Note will bear interest on its Principal Amount Outstanding from (and including) the Issue Date at the rate per annum (expressed as a percentage) equal to the Class A Rate of Interest in respect of the Class A Notes, the Class B Rate of Interest in respect of the Class B Notes and theJunior Rate of Interest in respect of the Junior Notes and such interest will be payable in euro in arrears on each Interest Payment Date subject to the applicable Priority of Payments and subject as provided in Condition 8 (*Payments*). In addition the Junior Notes will accrue, for each Interest Period, the Junior Notes Additional Remuneration in accordance with Condition 6(d) (*Junior Notes Interest Amount and Junior Notes Additional Remuneration*) and subject as provided in Condition 8 (*Payments*). The Interest Amount payable in respect of each Class of Notes shall be determined in accordance with Conditions 6(c) (*Interest on the Senior Notes*), 6(d) (*Junior Notes Interest Amount and Junior Notes Additional Remuneration*) and 6(e) (*Determination of amount of interest*). In these Conditions, the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date is called an "**Interest Period**". The first Interest Payment Date in respect of the Series 1 Notes is the Interest Payment Date falling in April 2013. The first Interest Payment Date in respect of the Series 2 Notes will be the Interest Payment Date falling in October 2014.

(b) **Accrual of interest:** Interest will cease to accrue on each Note on the due date for redemption unless payment is improperly withheld or refused. In such event, it shall continue to accrue in accordance with this Condition 6 (both before and after judgment) until whichever is the earlier of:

(i) the date on which all amounts due in respect of such Note up to that date are received by or on behalf of the relevant Noteholder; and

(ii) the Cancellation Date.

(c) **Interest on the Senior Notes:** The rate of interest payable from time to time in respect of the Class A Notes (the "**Class A Rate of Interest**") for each Interest Period will be 1.5 (one point five) per cent. per annum and the rate of interest payable from time to time in respect of the Class B Notes (the "**Class B Rate of Interest**") for each Interest Period will be 1.5 (one point five) per cent. per annum.

(d) **Junior Notes Interest Amount and Junior Notes Additional Remuneration:** The Junior Notes will accrue interest, for each Interest Period and on an aggregate basis, in an amount equal to:

(i) a rate of interest of 1 (one) per cent. per annum (the "**Junior Notes Interest Amount**"); and

(ii) the Junior Notes Additional Remuneration calculated on each Calculation Date and which will be payable on the next Interest Payment Date.

(e) **Determination of amount of interest:** The Computation Agent will calculate, on the Calculation Date immediately preceding the Interest Payment Date in relation to each Interest Period:

(i) in respect of each Class of the Notes, the amount of interest payable per Calculation Amount for the relevant Interest Period. The determination of the amount of interest payable per Calculation Amount by the Computation Agent shall (in the absence of manifest error) be final and binding upon all parties;

(ii) the Junior Notes Additional Remuneration accrued in respect of the Junior Notes on such Interest Payment Date.

(f) **Publication of amounts of interest payable per Calculation Amount:** For each Class of Senior Notes, the Computation Agent will cause the amount of interest payable per Calculation Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Representative of the Noteholders, the Paying Agent and any stock exchange on which the Senior Notes are for the time being listed and to be notified to Noteholders in accordance with Condition 17 (*Notices*) as soon as possible after their determination, but in no event later than the fourth Business Day thereafter. For each Class of Senior Notes, the amount of interest payable per Calculation Amount for each Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Representative of the Noteholder by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Senior Notes become due and payable under Condition 10 (*Events of Default*), the accrued interest per Calculation Amount payable in respect of each Class of Notes shall nevertheless continue to be calculated as previously by the Computation Agent in accordance with this Condition 6, but no publication of the amounts of interest payable per Calculation Amount so calculated need be made unless the Representative of the Noteholders or the rules of the relevant stock exchange where the Senior Notes are listed otherwise require.

(g) **Determination or calculation by the Representative of the Noteholders**: If the Computation Agent does not at any time for any reason in respect of each Class of Senior Notes calculate the amount of interest payable per Calculation Amount for an Interest Period, the Representative of the Noteholders shall do so and such determinations or calculations shall be deemed to have been made by the Computation Agent. In doing so, the Representative of the Noteholders shall apply the foregoing provisions of this Condition 6, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(h) **Calculation of interest in respect of the Senior Notes:** Interest in respect of the Senior Notes shall be calculated per Calculation Amount. The amount of interest payable per Calculation Amount in respect of the Senior Notes of each Class for any Interest Period shall be an amount equal to the product of:

R x CA x PF x DCF

(where "R" is the applicable Rate of Interest for the Relevant Class, "CA" is the Calculation Amount, "PF" is the applicable Principal Factor for the Relevant Class on the first day of such Interest Period after any repayments of principal made on such day

and "DCF" is the Relevant Day-Count Fraction) rounded down to the nearest cent. The amount of interest payable per each Note for any period shall be an amount equal to the product of:

RA x (D/CA)

(where "RA" is the amount of interest payable per Calculation Amount in respect of such Class of senior Notes for such Interest Period, "D" is the denomination of such Class of Senior Notes and "CA" is the Calculation Amount in respect of such Class of Senior Notes).

(i) **Calculation of interest in respect of the Junior Notes:** The Junior Notes Interest Amount and Junior Notes Additional Remuneration payable in respect of the Junior Notes on any Interest Payment Date shall be calculated per Calculation Amount and shall be an amount equal to such proportion of the amount required as at that Interest Payment Date to be applied towards payment of, respectively, the Junior Notes Interest Amount and the Junior Notes Additional Remuneration equal to the proportion that the Calculation Amount in respect of the Junior Notes bears to the aggregate Principal Amount Outstanding of all the Junior Notes upon issue, rounded down to the nearest cent. The amount of interest payable per Junior Note on any Interest Payment Date shall be:

(i) with respect to the Junior Notes Interest Amount, an amount equal to the product of:

JNIA x (D/CA)

(where "JNIA" is the Junior Notes Interest Amount payable per Calculation Amount in respect of the Junior Notes on such Interest Payment Date, "D" is the denomination of the Junior Notes and "CA" is the Calculation Amount in respect of the Junior Notes); and

(ii) with respect to the Junior Notes Additional Remuneration, an amount equal to the product of:

JNAR x (D/CA)

(where "JNAR" is the Junior Notes Additional Remuneration payable per Calculation Amount in respect of the Junior Notes on such Interest Payment Date, "D" is the denomination of the Junior Notes and "CA" is the Calculation Amount in respect of the Junior Notes).

(j) **Interest Amount Arrears:** Without prejudice to the right of the Representative of the Noteholders to serve to the Issuer an Issuer Acceleration Notice pursuant to Condition 10(a)(i) (*Non-payment*), prior to the service of an Issuer Acceleration Notice, in the event that on any Interest Payment Date there are any Interest Amount Arrears, such Interest Amount Arrears shall be deferred on the following Interest Payment Date or on the day an Issuer Acceleration Notice is served to the Issuer, whichever comes first. Any such Interest Amount Arrears shall not accrue additional interest. A *pro rata* share of such Interest Amount Arrears shall be aggregated with the amount of, and treated for the purpose of this Condition 6 as if it were, interest due, subject to this paragraph, on each Senior Note of the relevant Class on the next succeeding Interest Payment Date.

(k) **Notification of Interest Amount Arrears:** If, on any Calculation Date, the Computation Agent determines that any Interest Amount Arrears will arise in respect of the Senior Notes on the immediately succeeding Interest Payment Date, notice to this effect shall be given or procured to be given by the Issuer to the Representative of the Noteholders, the Paying Agent, Monte Titoli, the Irish Stock Exchange, for so long as

such Senior Notes are listed on such stock exchange, and (if so required by the rules of such stock exchange) to the Noteholders in accordance with Condition 17 (*Notices*), specifying the amount of the Interest Amount Arrears to be deferred on such following Interest Payment Date.

7. Redemption, purchase and cancellation

(a) **Final redemption**: Unless previously redeemed in full and cancelled as provided in this Condition 7, the Issuer shall redeem the Notes in full at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Interest Payment Date falling in October 2027 (the "**Maturity Date**"**),** subject as provided in Condition 8 (*Payments*). The Notes may not be redeemed at the option of the Issuer other than in accordance with this Condition 7.

(b) **Cancellation Date:** If the Notes cannot be redeemed in full on the Maturity Date, as a result of the Issuer having insufficient funds for application in or towards such redemption, any amount unpaid shall remain outstanding and these Conditions shall continue to apply in full in respect of the Notes until the earlier of (i) the date on which the Notes are redeemed in full and (ii) the Cancellation Date, at which date, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Issuer, any amount outstanding, whether in respect of interest, principal or other amounts in respect of the Notes, shall be finally and definitively cancelled.

(c) **Mandatory redemption:** If no Issuer Acceleration Notice has been delivered to the Issuer by the Representative of the Noteholders and if at the close of business on the Calculation Date immediately preceding the relevant Interest Payment Date there are Issuer Available Funds available for such purpose, the Issuer will apply such Issuer Available Funds on the Interest Payment Date following each such Calculation Date in or towards the mandatory redemption of the Notes of each Class (in whole or in part) in accordance with the Pre-Enforcement Priority of Payments.

(d) **Principal Payments and Principal Amount Outstanding:** The principal amount payable in respect of the Notes of a particular Class on any Interest Payment Date under Condition 7(c) (*Mandatory redemption*) (each a "**Principal Payment**") shall be calculated per Calculation Amount and shall be an amount equal to such proportion of the amount required as at that Interest Payment Date to be applied towards redemption of such Class of Notes equal to the proportion that the Calculation Amount in respect of such Class of Notes bears to the aggregate Principal Amount Outstanding of all the Notes of such Class upon issue, rounded down to the nearest cent, provided that no amount of principal payable in respect of a Note may exceed the Principal Amount Outstanding of such Note. The amount of principal payable per Note of a particular Class on any Interest Payment Date shall be an amount equal to the product of:

PP x (D/CA)

(where "PP" is the Principal Payment payable per Calculation Amount in respect of such Class of Notes on such Interest Payment Date, "D" is the denomination of such Notes and "CA" is the Calculation Amount in respect of such Class of Notes).

(e) **Optional redemption:** Prior to the service of an Issuer Acceleration Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Post-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Senior Notes only, if all the Junior Noteholders consent) and to make all payments ranking in priority thereto, on any Interest Payment Date, subject to the Issuer:

(i) giving not more than 60 days, nor less than 30 days' notice to the Representative of the Noteholders and the holders of the Notes, in accordance with Condition 17 (*Notices*), of its intention to redeem all Classes of Notes (in whole but not in part); and

(ii) having provided, prior to giving such notice, to the Representative of the Noteholders a certificate signed by the chairman of the board or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge all its obligations under the Notes (or the Senior Notes only, if all the holders of the Junior Notes consent) and any obligations ranking in priority thereto.

provided, however, that, pursuant to the Transfer Agreement, the consideration for the purchase of the Claims to be paid by the Originator (should the Originator purchase the Claims from the Issuer) may not exceed: (A) the Outstanding Principal of the Claims to be repurchased, provided that none of such Claims qualify as Defaulted Claims or as Arrear Claims or (B) the aggregate of: (I) the fair value (*valore equo*) of the Claims which are classified as Defaulted Claims or as Arrear Claims (if any), as determined by one or more third-party experts independent from the Originator and its banking group in accordance with the Transfer Agreement; and (II) the Outstanding Principal of the Claims which are classified neither as Defaulted Claims or as Arrear Claims. The Issuer is entitled, pursuant to the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes in the circumstances described in this Condition 7(e).

For so long as any of the Senior Notes are listed on the Irish Stock Exchange, the Issuer will give notice of any optional redemption of the Notes in accordance with this Condition 7(e) to the Irish Stock Exchange.

(f) **Optional redemption for taxation, legal or regulatory reasons:** Prior to the service of an Issuer Acceleration Notice, the Issuer may redeem the Notes of all Classes (in whole but not in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest) in accordance with the Pre-Enforcement Priority of Payments and subject to the Issuer having sufficient funds to redeem all the Notes (or the Senior Notes only, if all the holders of the Junior Notes consent) and to make all payments ranking in priority, or *pari passu*, thereto, on any Interest Payment Date if, by reason of a change in law or the interpretation or administration thereof since the Issue Date:

(a) the assets of the Issuer in respect of this Securitisation (including the Claims, the Collections and the other Issuer's Rights) become subject to taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any applicable taxing authority having jurisdiction; or

(b) either the Issuer or any paying agent appointed in respect of the Notes or any custodian of the Notes is required to deduct or withhold any amount (other than in respect of a Decree 239 Withholding) in respect of any Class of Notes, from any payment of principal or interest on such Interest Payment Date for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction and provided that such deduction or withholding may not be avoided by appointing a replacement paying agent or custodian in respect of the Notes

before the Interest Payment Date following the change in law or the interpretation or administration thereof; or

(c) any amounts of interest payable on the Loans to the Issuer are required to be deducted or withheld from the Issuer for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction; or

(d) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party,

subject to the Issuer:

(i) giving not more than 60 days' nor less than 30 days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders and the Noteholders, pursuant to Condition 17 (*Notices*), of its intention to redeem all (but not some only) of the Notes; and

(ii) providing to the Representative of the Noteholders:

(A) a legal opinion (in form and substance satisfactory to the Representative of the Noteholders) from a firm of lawyers of international repute (approved in writing by the Representative of the Noteholders) opining on the relevant change in law or interpretation or administration thereof;

(B) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) stating that the obligation to make such deduction or withholding or the suffering by the Issuer of such deduction or withholding cannot be avoided or, as the case may be, the events under paragraph (d) above will apply on the next Interest Payment Date and cannot be avoided by the Issuer taking reasonable endeavours; and

(C) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that it will have the funds on such Interest Payment Date to discharge its obligations under: (i) the Notes (or the Senior Notes only, if all the holders of the Junior Notes consent) and any obligations ranking in priority, or *pari passu*, thereto; and (ii) any additional taxes that will be payable by the Issuer after the Notes are redeemed, by reason of such early redemption of the Notes.

The Issuer is entitled, subject to the provisions of the Intercreditor Agreement, to dispose of the Claims in order to finance the redemption of the Notes in the circumstances described above.

For so long as any of the Senior Notes are listed on the Irish Stock Exchange, the Issuer will give notice of any optional redemption of the Notes in accordance with this Condition 7(f) to the Irish Stock Exchange.

(g) Calculation of Issuer Available Funds, Principal Payments and Principal Amount Outstanding: On each Calculation Date, the Computation Agent will calculate (based upon information delivered to it), in accordance (where applicable) with Condition 3 (*Status, ranking and priority*):

(i) the Issuer Available Funds;

(ii) the Principal Payments (if any) due on the Notes of each Class on the next following Interest Payment Date;

(iii) the Interest Amount in respect of the Notes of each Class;

(iv) the interest payable to the Subordinated Loan Provider under the Subordinated Loan Agreement;

(v) the Principal Amount Outstanding of each Class of Notes, on the next following Interest Payment Date (after deducting any Principal Payment to be made on that Interest Payment Date);

(vi) the Portfolio Outstanding Amount;

(vii) the Revenue Eligible Investments Amount;

(viii) the Cash Reserve;

(ix) the Liquidity Reserve;

(x) the Junior Notes Interest Amount and the Junior Notes Additional Remuneration;

(xi) the Interest Amount Arrears of each Class;

(xii) the Target Cash Reserve Amount;

(xiii) the Target Liquidity Reserve Amount;

(xiv) the payments to be made to each of the parties to the Intercreditor Agreement under the relevant Transaction Documents,

and will determine how the Issuer's funds available for distribution pursuant to these Conditions shall be applied, on the immediately following Interest Payment Date, pursuant to the applicable Priority of Payments, and will deliver to the Paying Agent and the Account Bank a report setting forth such determinations and amounts.

(h) **Calculations final and binding**: Each determination by or on behalf of the Issuer under Condition 7(g) (*Calculation of Issuer Available Funds, Principal Payments and Principal Amount Outstanding*) will, in each case (in the absence of wilful misconduct, bad faith or manifest error), be final and binding on all persons.

(i) **Notice of determination and redemption:** The Issuer will cause each determination of any Principal Payments per Calculation Amount (if any), Principal Factor and Principal Amount Outstanding per Calculation Amount to be notified immediately after the calculation to the Representative of the Noteholders, the Agents, Monte Titoli and, for so long as any of the Senior Notes are listed on the Irish Stock Exchange, the Irish Stock Exchange and will immediately cause details of each such determination to be published in accordance with Condition 17 (*Notices*) by no later than one Business Day prior to such Interest Payment Date if required by the rules of the Irish Stock Exchange.

(j) **Notice irrevocable**: Any such notice of redemption given pursuant to this Condition 7 shall be irrevocable and the Issuer shall be bound to redeem the relevant Notes to which such notice refers (in whole or in part, as applicable) in accordance with this Condition.

(k) **Determinations by an alternative Computation Agent:** If the Issuer or the Computation Agent on its behalf does not at any time for any reason make or cause to be made the calculations set out in Condition 7(g) (*Calculation of Issuer Available Funds, Principal Payments and Principal Amount Outstanding*), the Issuer shall appoint an alternative institution as Computation Agent to do so. The making of any such calculation by such alternative computation agent shall (in the absence of manifest error) be final and binding upon all the parties.

(l) **No purchase by the Issuer:** The Issuer will not purchase any of the Notes.

(m) **Cancellation:** All Notes redeemed in full will forthwith be cancelled upon redemption and, accordingly, may not be reissued or resold.

8. Payments

(a) **Payments through Monte Titoli, Euroclear and Clearstream, Luxembourg:** Payments of principal and interest in respect of the Notes deposited with Monte Titoli will be credited, according to the instructions of Monte Titoli, by or on behalf of the Issuer to the accounts with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Notes, and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of those Notes. Payments made by or on behalf of the Issuer according to the instructions of Monte Titoli to the accounts with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Notes will relieve the Issuer *pro tanto* from the corresponding payment obligations under the Notes.

Alternatively, the Paying Agent may arrange for payments of principal and interest in respect of the Notes to be made to the Noteholders through Euroclear and Clearstream, Luxembourg to be credited to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of the Notes, in accordance with the rules and procedures of Euroclear or, as the case may be, Clearstream, Luxembourg. Payments made by or on behalf of the Issuer to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of the Notes, in accordance with the rules and procedures of Euroclear or, as the case may be, Clearstream, Luxembourg will relieve the Issuer *pro tanto* from the corresponding payment obligations under the Notes.

(b) **Payments subject to tax laws:** Payments of principal and interest in respect of the Notes are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws to which the Issuer or its Agents agree to be subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 9 (*Taxation in the Republic of Italy*).

(c) **Payments on Business Days:** If the due date for any payment of principal and/or interest in respect of Notes is not a day on which banks are open for general business (including dealings in foreign currencies) in the place in which the relevant Monte Titoli Account Holder is located (in each case the "**Local Business Day**"), the holder of the relevant Note will not be entitled to payment of the relevant amount until the immediately succeeding Local Business Day and will not be entitled to any further interest or other payment in consequence of any such delay.

(d) **Notification to be final:** All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 6 (*Interest*) or Condition 7 (*Redemption, purchase and cancellation*), whether by the Paying Agent, the Computation Agent or the Representative of the Noteholders, shall (in the absence of manifest error) be binding on the Issuer, the Agents, all Noteholders and all Other Issuer Creditors and (in the absence of wilful default (*dolo*) or gross negligence (*colpa grave*)) no liability of the Representative of the Noteholders, the Noteholders or the Other Issuer Creditors shall attach to the Paying Agent, the Computation Agent or the Representative of the Noteholders in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under Condition 6 (*Interest*) or Condition 7 (*Redemption, purchase and cancellation*).

9. Taxation in the Republic of Italy

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Republic of Italy or any authority therein or thereof having power to tax, other than a Decree 239 Withholding or unless such withholding or deduction is required by law. In that event, the Issuer shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be deducted. Neither the Issuer, nor the Paying Agent nor any other person shall be obliged to make any additional payments to the Noteholders in respect of such withholding or deduction. Any such deduction shall not constitute an Event of Default under Condition 10 (*Events of Default*).

10. Events of Default

(a) **Events of Default**: Subject to the other provisions of this Condition 10, each of the following events shall be treated as an "**Event of Default**":

(i) *Non-payment*: the Issuer fails to repay any amount of principal in respect of the Most Senior Class of Notes within 15 days of the due date for repayment of such principal or fails to pay any Interest Amount in respect of the Most Senior Class of Notes within five 5 days of the relevant Interest Payment Date; or

(ii) *Breach of other obligations*: the Issuer fails to perform or observe any of its other obligations under or in respect of the Notes, the Intercreditor Agreement or any other Transaction Document to which it is a party and such default is, in the sole opinion of the Representative of the Noteholders, (A) incapable of remedy or (B) capable of remedy, but remains unremedied for 30 days or such longer period as the Representative of the Noteholders may agree (in its sole discretion) after the Representative of the Noteholders has given written notice of such default to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Representative of the Noteholders and requiring the same to be remedied; or

(iii) *Failure to take action*: any action, condition or thing at any time required to be taken, fulfilled or done in order to:

(A) enable the Issuer to lawfully enter into, exercise its rights and perform and comply with its obligations under and in respect of the Notes and the Transaction Documents to which the Issuer is a party; or

(B) ensure that those obligations are legal, valid, binding and enforceable,

is not taken, fulfilled or done at any time and the Representative of the Noteholders has given written notice of such default to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the Representative of the Noteholders and requiring the same to be remedied; or

(i) *Insolvency Event*: an Insolvency Event occurs in relation to the Issuer or the Issuer becomes Insolvent; or

(ii) *Unlawfulness*: it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or the Transaction Documents to which the Issuer is a party.

(b) **Service of an Issuer Acceleration Notice:**

If an Event of Default occurs, then (subject to Condition 10(c) (*Consequences of service of an Issuer Acceleration Notice*)), the Representative of the Noteholders may, at its sole discretion, and shall:

(i) if so directed in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes,

give written notice (an "**Issuer Acceleration Notice**") to the Issuer and to the Servicer declaring the Notes to be due and payable, provided that:

(A) in the case of the occurrence of any of the events mentioned in Conditions 10(a)(ii) (*Breach of other obligations*) and Condition 10(a)(iii) (*Failure to take action*), the service of an Issuer Acceleration Notice has been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes; and

(B) in each case, the Representative of the Noteholders shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered where available) to which it may thereby become liable or which it may incur by so doing.

(c) **Consequences of service of an Issuer Acceleration Notice:** Upon the service of an Issuer Acceleration Notice as described in this Condition 10, (i) the Notes of each Class shall become immediately due and repayable at their Principal Amount Outstanding, together with any interest accrued but which has not been paid on any preceding Interest Payment Date, without further action, notice or formality; (ii) the Note Security shall become immediately enforceable; and (iii) the Representative of the Noteholders may dispose of the Claims in the name and on behalf of the Issuer by virtue of the power of attorney granted in accordance with the Mandate Agreement. The Noteholders hereby irrevocably appoint, as from the date hereof and with effect on and from the date on which the Notes shall become due and payable following the service of an Issuer Acceleration Notice, the Representative of the Noteholders as their exclusive agent (*mandatario esclusivo*) to receive on their behalf from the Issuer any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors from and including the date on which the Notes shall become due and payable, such monies to be applied in accordance with the Post-Enforcement Priority of Payments.

11. Enforcement

(a) **Proceedings:** Without prejudice to the Intercreditor Agreement, the Representative of the Noteholders may, at its discretion and without further notice, institute such proceedings as it thinks fit at any time after the service of an Issuer Acceleration Notice to enforce repayment of Notes and payment of accrued interest thereon or at any time to enforce any other obligation of the Issuer under the Notes or any Transaction Document, but, in either case, it shall not be bound to do so unless it shall have been:

(i) so requested in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of Notes; or

(ii) so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes,

and, in any such case, only if it shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered) to which it may thereby become liable or which it may incur by so doing.

(b) **Restrictions on disposal of Issuer's assets:** If an Issuer Acceleration Notice has been served by the Representative of the Noteholders other than by reason of non-payment of

any amount due in respect of the Notes, the Representative of the Noteholders will not be entitled to dispose of the assets of the Issuer or any part thereof unless either:

(i) a sufficient amount would be realised to allow payment in full of all amounts owing to the holders of each Class of the Senior Notes after payment of all other claims ranking in priority to the Senior Notes in accordance with the Post-Enforcement Priority of Payments; or

(ii) the Representative of the Noteholders is of the opinion, which shall be binding on the Noteholders and the other Issuer Secured Creditors, reached after considering at any time and from time to time the advice of a merchant or investment bank or other financial adviser selected by the Representative of the Noteholders (and, if the Representative of the Noteholders is unable to obtain such advice having made reasonable efforts to do so, this Condition 11(b)(ii) shall not apply), that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts due in respect of each Class of the Senior Notes after payment of all other claims ranking in priority to the Senior Notes in accordance with the Post-Enforcement Priority of Payments,

(iii) and the Representative of the Noteholders shall not be bound to make the determination contained in Condition 11(b)(ii) unless the Representative of the Noteholders shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities (provided that supporting documents are delivered) to which it may thereby become liable or which it may incur by so doing.

12. Representative of the Noteholders

(a) **Legal representative:** The Representative of the Noteholders is BNY Mellon Corporate Trustee Services Limited, with its offices at One Canada Square, London E14 5AL, United Kingdom, and it is the legal representative (*rappresentante legale*) of the Noteholders in accordance with these Conditions, the Rules of the Organisation of Noteholders and the other Transaction Documents.

(b) **Powers of the Representative of the Noteholders:** The duties and powers of the Representative of the Noteholders are set forth in the Rules of the Organisation of Noteholders.

(c) **Meetings of Noteholders:** The Rules of the Organisation of Noteholders contain provisions for convening Meetings of Noteholders as well as the subject matter of the Meetings and the relevant quorums.

(d) **Individual action:** The Rules of the Organisation of Noteholders contain provisions limiting the powers of the Noteholders, *inter alia*, to bring individual actions or take other individual remedies to enforce their rights under the Notes. In particular, such actions will be subject to the Meeting of the Noteholders approving by way of Extraordinary Resolution such individual action or other remedy. No individual action or remedy can be taken or sought by a Noteholder to enforce his or her rights under the Notes before the Meeting of the Noteholders has approved such action or remedy in accordance with the provisions of the Rules of the Organisation of Noteholders.

(e) **Resolutions binding:** The resolutions passed at any Meeting of the Noteholders under the Rules of the Organisation of Noteholders will be binding on all Noteholders, whether or not they are absent or dissenting and whether or not voting at the Meeting.

(f) **Written Resolutions:** A Written Resolution will take effect as if it were an Extraordinary Resolution passed at a Meeting of the Noteholders.

(g) **Instructions from Noteholders:** For the purposes of these Conditions, the Representative of the Noteholders will be deemed to have received instructions from the Noteholders of the relevant Class if such instructions are either set out in a Written Resolution of the Noteholders of the relevant Class or have been duly approved by way of a resolution passed in a duly convened and quorate Meeting of the Noteholders of the relevant Class.

13. Modification and waiver

(a) **Modification:** The Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditors and subject to the Issuer giving prior written notice to the Rating Agencies, concur with the Issuer and any other relevant parties in making:

(i) any amendment or modification to these Conditions (other than in respect of a Basic Terms Modification) or any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it may be proper to make and will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes; or

(ii) any amendment or modification to these Conditions or to any of the Transaction Documents if, in the opinion of the Representative of the Noteholders, such amendment or modification is expedient to make, is of a formal, minor or technical nature, or is made to correct a manifest error or an error which, in the opinion of the Representative of the Noteholders, is proven or is necessary or desirable for the purposes of clarification.

(b) **Waiver:** In addition, the Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditor (other than those which are a party to the relevant Transaction Document) and subject to the Representative of the Noteholders giving prior written notice thereof to the Rating Agencies, authorise or waive any proposed breach or breach of the Notes (including an Event of Default) or of the Intercreditor Agreement or of any other Transaction Document if, in the opinion of the Representative of the Noteholders, the interests of the holders of the Most Senior Class of Notes will not be materially prejudiced by such authorisation or waiver.

(c) **Restriction on power of waiver:** The Representative of the Noteholders shall not exercise any powers conferred upon it by Condition 13(b) in contravention of any express direction by an Extraordinary Resolution (as defined in the Rules of the Organisation of Noteholders) or of a request in writing made by the holders of not less than 25% in aggregate Principal Amount Outstanding of the Most Senior Class of Notes (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification.

(d) **Notification:** Unless the Representative of the Noteholders agrees otherwise, any such authorisation, waiver, modification or determination shall be notified to the Noteholders, in accordance with Condition 17 (*Notices*), as soon as is practicable after it has been made.

14. Representative of the Noteholders and Agents

(a) **Organisation of Noteholders:** The Organisation of Noteholders is created by the issue and subscription of the Notes and will remain in force and effect until full repayment and cancellation of the Notes.

(b) **Appointment of Representative of the Noteholders:** Pursuant to the Rules of the Organisation of Noteholders, for as long as any Note is outstanding, there will, at all times, be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of Noteholders and the Intercreditor Agreement. However, the initial Representative of the Noteholders has been appointed at the time of issue of the Notes by the Underwriter pursuant to the Intercreditor Agreement. Each Noteholder is deemed to accept such appointment.

(c) **Agents solely agents of Issuer:** In acting under the Agency and Accounts Agreement and in connection with the Notes, the Paying Agent and the Computation Agent act solely as agents of the Issuer and (to the extent provided therein) the Representative of the Noteholders and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

(d) **Representative of the Noteholders:** The Representative of the Noteholders shall not be deemed to be a person responsible for the collection, cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*) for the purposes of article 2 paragraph 6-bis of the Securitisation Law and the relevant implementing regulations from time to time in force, including, without limitation, the relevant guidelines of the Bank of Italy.

(e) **Paying Agent, Computation Agent and Account Bank sole agent of Issuer:** In acting under the Agency and Accounts Agreement and in connection with the Notes, the Paying Agent, the Computation Agent and the Account Bank act as agents solely of the Issuer and (to the extent provided therein) the Representative of the Noteholders and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

(f) **Initial Agents:** The initial Paying Agent, Computation Agent and Account Bank and their Specified Offices are listed in Condition 17 (*Notices*). The Issuer reserves the right (with the prior written approval of the Representative of the Noteholders) at any time to vary or terminate the appointment of the Paying Agent, the Computation Agent and the Account Bank and to appoint a successor paying agent, computation agent or account bank and additional or successor paying agents at any time, in accordance with the terms of the Agency and Accounts Agreement and these Conditions.

(g) **Maintenance of Agents:** The Issuer will procure that, so long as any Note is outstanding, there shall at all times be at least:

(i) a Paying Agent having its specified office in a European city;

(ii) a paying agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive;

(iii) a Computation Agent; and

(iv) an Account Bank (acting through an office or branch located in the United Kingdom);

for the purposes of the Notes. If any other Agent fails to perform its obligations under these Conditions or any other Transaction Document that is relevant to them, the Issuer shall (with the prior approval of the Representative of the Noteholders) appoint some other leading bank or investment banking firm engaged in the interbank market (acting

through its principal London office or any other office actively involved in such market) to act as such in its place. No Agent may resign its duties without a successor having been so appointed. Notice of any termination or appointment change in the Paying Agent, the Computation Agent and the Account Bank of any changes in the Specified Offices shall promptly be given to the Noteholders by the Issuer in accordance with Condition 17 (*Notices*).

15. Prescription

Claims against the Issuer for payments in respect of the Notes will be barred and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) of the Relevant Date in respect thereof.

16. Limited recourse and non-petition

(a) **Limited recourse:** Notwithstanding any other provision of these Conditions, the obligation of the Issuer to make any payment, at any given time, under the Notes shall be equal to the lesser of (i) the nominal amount of such payment which, but for the operation of this Condition 16 and the applicable Priority of Payments, would be due and payable at such time; and (ii) (A) prior to the service of an Issuer Acceleration Notice, the Issuer Available Funds , as at the relevant date, which the Issuer is entitled to apply in accordance with the applicable Priority of Payments and the terms of the Intercreditor Agreement, and (B) following the service of an Issuer Acceleration Notice, the Post-Enforcement Issuer Available Funds which the Issuer or the Representative of the Noteholders is entitled to apply in or towards satisfaction of amounts due under the Notes in accordance with the Post-Enforcement Priority of Payments and the terms of the Intercreditor Agreement and neither the Representative of the Noteholders nor any Noteholder may take any further steps against the Issuer or any of its assets to recover any unpaid sum and the Issuer's liability for any unpaid sum will be extinguished.

(b) **Amounts to remain outstanding:** Subject always to Condition 11 (*Enforcement*) and Condition 16(d) (*Non-petition*), any amount due under the Notes and not payable or paid when due by the Issuer in accordance with Condition 16(a) (*Limited recourse*) will nevertheless continue to be regarded as being outstanding for the purposes of making any demand under, or of enforcing, the Note Security, and so that any interest, default interest, indemnity payments and other similar amounts payable in accordance with these Conditions will continue to accrue thereon.

(c) **Insufficient recoveries:** If, or to the extent that, after the Note Security has been enforced and the Issuer's Rights have been realised as fully as is practicable and the proceeds thereof have been applied in accordance with the Post-Enforcement Priority of Payments, the Post-Enforcement Issuer Available Funds are insufficient to pay or discharge amounts due from the Issuer to the Noteholders in full for any reason, the Issuer will have no liability to pay or otherwise make good any such insufficiency.

(d) **Non-petition:** Without prejudice to the right of the Representative of the Noteholders to enforce the Note Security or to exercise any of its other rights, and subject as set out in the Rules of the Organisation of Noteholders, no Noteholder shall be entitled to cause, initiate or join any other person in in initiating an Insolvency Event in relation to the Issuer until two years plus one day have elapsed since the day on which any note issued (including the Notes and the Previous Notes) or to be issued by the Issuer has been paid in full.

17. Notices

(a) **Valid notices:** All notices to the Noteholders, as long as the Notes are held through Monte Titoli and/or by a common depository for Euroclear and/or Clearstream,

Luxembourg, shall be deemed to have been validly given if delivered to Monte Titoli and/or Euroclear and/or Clearstream, Luxembourg for communication by them to the entitled accountholders and any such notice shall be deemed to have been given on the date on which it was delivered to Monte Titoli, Clearstream, Luxembourg and Euroclear, as applicable. In addition, so long as the Senior Notes are listed on the Irish Stock Exchange and the rules of that exchange so require, all notices will also be given on the website of the Irish Stock Exchange.

The Issuer shall also ensure, through the Paying Agent, that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed.

So long as the Senior Notes are listed on the Irish Stock Exchange and the rules of that exchange so require, all notices given to Noteholders will also be given to the Irish Stock Exchange.

(b) **Date of publication:** Any notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication.

(c) **Other methods:** The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to the Noteholders or to a Class or category of them, if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchange on which any of the Senior Notes are then listed, and provided that notice of such other method is given to the Noteholders in such manner as the Representative of the Noteholders shall require.

(d) **Initial Specified Offices:** The Specified Offices of the Paying Agent, the Computation Agent, the Account Bank and the Representative of the Noteholders, are as follows:

(i) in relation to the Account Bank and the Computation Agent: The Bank of New York Mellon, One Canada Square, London E14 5AL, United Kingdom;

(ii) in relation to the Representative of the Noteholders: BNY Mellon Corporate Trustee Services Limited, One Canada Square, London E14 5AL, United Kingdom; and

(iii) in relation to the Paying Agent: The Bank of New York Mellon (Luxembourg) S.A., Italian Branch, Via Carducci, 31, 20123 Milan, Italy.

18. Governing law and jurisdiction

(a) **Governing law:** The Notes, these Conditions, the Rules of the Organisation of Noteholders and the Italian Law Transaction Documents and any non-contractual obligations arising out of, or in connection with, them are governed by, and shall be construed in accordance with, Italian law. The English Law Transaction Documents and any non-contractual obligations arising out of, or in connection with, them are governed by, and shall be construed in accordance with, English law.

(b) **Jurisdiction:**

(i) The Courts of Milan are to have exclusive jurisdiction to settle any disputes that may arise out of, or in connection with, the Notes, these Conditions, the Rules of the Organisation of Noteholders and (with the exception of certain disputes under the Warranty and Indemnity Agreement which are resolved through arbitration) the Italian Law Transaction Documents (including a dispute relating to non-contractual obligations arising out of or in connection with any Italian Law Transaction Document or a dispute regarding the existence, validity or termination of any Italian Law Transaction Document) and, accordingly, any

legal action or proceedings arising out of, or in connection with, any Notes, these Conditions, the Rules of the Organisation of Noteholders or any Italian Law Transaction Document may be brought in such courts. The Issuer has, in each of the Italian Law Transaction Documents (other than the Warranty and Indemnity Agreement with regard to certain disputes), irrevocably submitted to the jurisdiction of such courts.

(ii) The Courts of England and Wales are to have jurisdiction to settle any disputes that may arise out of or in connection with the English Law Transaction Documents (including a dispute relating to non-contractual obligations arising out of or in connection with any English Law Transaction Document or a dispute regarding the existence, validity or termination of any English Law Transaction Document) and, accordingly, any legal action or proceedings arising out of or in connection with any English Law Transaction Document ("**Proceedings**") may be brought in such courts. The Issuer has, in each of the English Law Transaction Documents, irrevocably submitted to the jurisdiction of such courts.

(c) **Service of process:** The Issuer has in the English Deed of Charge and Assignment, agreed, *inter alia*, at all times to maintain an agent for service of process in England. The Issuer appoints The Italian Chamber of Commerce and Industry for the UK, having its registered office at Irongate House, Duke's Place, London, EC3A 7HX, United Kingdom as such agent. Any writ, judgment or other notice of legal process issued out of the English Courts in respect of any English Law Transaction Document shall be sufficiently served on the Issuer if delivered to such agent at its address for the time being. The Issuer undertakes not to revoke the authority of the above agent, and if, for any reason, such agent no longer serves as process agent of the Issuer to receive service of process, the Issuer shall promptly appoint another such agent and advise the Representative of the Noteholders of the details of such new agent.

SCHEDULE - RULES OF THE ORGANISATION OF NOTEHOLDERS

TITLE I
GENERAL PROVISIONS

Article 1

General

The Organisation of Noteholders is created by the issue and by the subscription of the Notes, and shall remain in force and in effect until full repayment and cancellation of the Notes.

The contents of these rules are deemed to form part of each Note issued by the Issuer.

Article 2

Definitions

In these rules, the following terms shall have the following meanings:

"**24 Hours**" means a period of 24 hours, including all or part of a day upon which banks are open for business in the place where the Meeting of the holders of the Relevant Class(es) of Notes is to be held and in the place where the Paying Agent has its Specified Office (disregarding for this purpose the day upon which such Meeting is to be held) and such period shall be extended by one or, to the extent necessary, more periods of 24 Hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid;

"**48 Hours**" means two consecutive periods of 24 Hours;

"**Basic Terms Modification**" means:

(a) a modification of the date of maturity of one or more Relevant Classes of Notes;

(b) a modification which would have the effect of cancelling or postponing any date for payment of interest in respect of one or more Relevant Classes of Notes;

(c) a modification which would have the effect of reducing or cancelling the amount of principal payable in respect of one or more Relevant Classes of Notes or the rate of interest applicable in respect of one or more Relevant Classes of Notes;

(d) a modification which would have the effect of altering the method of calculating the amount of interest or such other amounts payable in respect of one or more Relevant Classes of Notes;

(e) a modification which would have the effect of altering the majority required to pass a specific resolution or the quorum required at any Meeting;

(f) a modification which would have the effect of altering the currency of payment of one or more Relevant Classes of Notes or any alteration of the date or priority of payment or redemption of one or more Relevant Classes of Notes;

(g) a modification which would have the effect of altering the authorisation or consent by the Noteholders, as pledges, to applications of funds as provided for in the Transaction Documents;

(h) the appointment and removal of the Representative of the Noteholders; and

(i) an amendment to this definition;

"**Block Voting Instruction**" means, in relation to any Meeting, a document obtained by the Paying Agent:

(a) certifying that the Blocked Notes have been blocked in an account with the relevant clearing system, the Monte Titoli Account Holder or the relevant custodian and will not be released until the conclusion of the Meeting;

(b) certifying that the holder of each Blocked Note or a duly authorised person on its behalf has instructed the Paying Agent that the votes attributable to such Blocked Note are to be cast in a particular way on each resolution to be put to the Meeting and that, during the period of 48 Hours before the time fixed for the Meeting, such instructions may not be amended or revoked;

(c) listing the total number of the Blocked Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and

(d) appointing one or more Proxies to vote in respect of the Blocked Notes in accordance with such instructions;

"**Blocked Notes**" means the Notes which have been blocked in an account with the relevant clearing system, the Monte Titoli Account Holder or the relevant custodian for the purposes of obtaining a Voting Certificate or a Block Voting Instruction and will not be released until the conclusion of the Meeting;

"**Chairman**" means, in relation to any Meeting, the individual who takes the chair in accordance with Article 9 (*Chairman of the Meeting*);

"**Extraordinary Resolution**" means a resolution of a Meeting of the holders of the Relevant Class(es) of Notes, duly convened and held in accordance with the provisions contained in these rules on any of the subjects covered by Article 21 (*Powers exercisable by Extraordinary Resolution*) by a majority of at least three-quarters of votes cast;

"**Meeting**" means a meeting of the holders of the Relevant Class(es) of Notes (whether originally convened or resumed following an adjournment);

"**Proxy**" means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction;

"**Relevant Class of Notes**" means:

(a) the Class A Notes;

(b) the Class B Notes; or

(c) the Junior Notes,

as the context requires;

"**Relevant Fraction**" means:

(a) for all business other than voting on an Extraordinary Resolution, one-tenth of the Principal Amount Outstanding of that Class of Notes (in case of a meeting of a particular Class of Notes), or one-tenth of the Principal Amount Outstanding of all relevant Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes);

(b) for voting on any Extraordinary Resolution other than one relating to a Basic Terms Modification, two-thirds of the Principal Amount Outstanding of that Class of Notes (in case of a meeting of a particular Class of Notes), or two-thirds of the Principal Amount Outstanding of all relevant Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes); and

(c) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), three-quarters of the Principal Amount Outstanding of the Notes of the relevant Class of Notes;

provided, *however*, that, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means:

(i) for all business other than voting on an Extraordinary Resolution relating to a Basic Terms Modification, the fraction of the Principal Amount Outstanding of the Notes of that Class of Notes represented or held by the Voters actually present at the Meeting (in case of a Meeting of a particular Class of Notes), or the fraction of the Principal Amount

Outstanding of the Notes of all relevant Classes represented or held by the Voters actually present at the Meeting (in the case of a joint Meeting of a combination of Classes of Notes); and

(ii) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), one-third of the Principal Amount Outstanding of the Notes of the relevant Class represented or held by the Voters actually present at the Meeting;

"**Voter**" means, in relation to any Meeting, the holder of a Voting Certificate or a Proxy;

"**Voting Certificate**" means, in relation to any Meeting, a certificate requested by the interested Noteholder and issued by the relevant clearing system, the Monte Titoli Account Holder or the relevant custodian, as the case may be, and dated, stating:

(a) that the Blocked Notes have been blocked in an account with the relevant clearing system, the Monte Titoli Account Holder or the relevant custodian and will not be released until the earlier of (i) the conclusion of the Meeting and (ii) the surrender of the certificate to the clearing system or the Monte Titoli Account Holder or the relevant custodian who issued the same;

(b) details of the Meeting concerned and the number of the Blocked Notes; and

(c) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the Blocked Notes.

Capitalised terms not defined herein shall have the meaning attributed to them in the terms and conditions of the Notes;

Article 3

Organisation purpose

Each holder of the Notes is a member of the Organisation of Noteholders.

The purpose of the Organisation of Noteholders is to co-ordinate the exercise of the rights of the Noteholders and the taking of any action for the protection of their interests.

In these rules, any reference to Noteholders shall be considered as a reference to the Class A Noteholders and/or the Class B Noteholders and/or the Junior Noteholders, as the case may be.

TITLE II
THE MEETING OF NOTEHOLDERS

Article 4

General

Any resolution passed at a Meeting of the holders of the Relevant Class(es) of Notes, duly convened and held in accordance with these rules, shall be binding upon all the Noteholders of such Class of Notes, whether or not present at such Meeting and whether or not voting.

Subject to the proviso of Article 21 (*Powers exercisable by Extraordinary Resolution*):

(a) any resolution passed at a Meeting of the Class A Noteholders, duly convened and held as aforesaid, shall also be binding upon all the Class B Noteholders and the Junior Noteholders;

(b) any resolution passed at a Meeting of the Class B Noteholders, duly convened and held as aforesaid, shall also be binding upon all the Junior Noteholders;

and, in each case, all the Noteholders of the Relevant Class of Notes, whether or not absent or dissenting, shall be bound by such resolution irrespective of its effect upon such Noteholders and such Noteholders shall be bound to give effect to any such resolution accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof,

provided, however, that:

(i) to the extent that any Senior Note is then outstanding, no resolution of the Junior Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Senior Noteholders or (B) (to the extent that the Representative of the Noteholders is not of that opinion) it is sanctioned by a resolution of the Senior Noteholders;

(ii) to the extent that any Class A Note is then outstanding, no resolution of the Class B Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders or (B) (to the extent that the Representative of the Noteholders is not of that opinion) it is sanctioned by a resolution of the Class B Noteholders.

Notice of the result of every vote on a resolution duly passed by the Noteholders shall be published by and at the expense of the Issuer in accordance with Condition 17 (*Notices*) and given to the Paying Agent (with a copy to the Issuer and the Representative of the Noteholders) within 14 days of the conclusion of the Meeting but failure to do so shall not invalidate the resolution.

Subject to the provisions of these rules and the Conditions, joint Meetings of the Class A Noteholders, the Class B Noteholders and the Junior Noteholders may be held to consider the same resolution and/or, as the case may be, the same Extraordinary Resolution and the provisions of these rules shall apply *mutatis mutandis* thereto.

The following provisions shall apply while Notes of two or more Relevant Classes of Notes are outstanding:

(I) business which involves the passing of an Extraordinary Resolution involving a Basic Terms Modification shall be transacted at a separate Meeting of the Noteholders of all Relevant Classes of Notes;

(II) business which, in the opinion of the Representative of the Noteholders, affects only one Relevant Class of Notes shall be transacted at a separate Meeting of the holders of Notes of such Relevant Class of Notes;

(III) business which, in the opinion of the Representative of the Noteholders, affects more than one Relevant Class of Notes but does not give rise to an actual or potential conflict of interest between the holders of one such Relevant Class of Notes and the holders of any other Relevant Class of Notes shall be transacted either at separate Meetings of the holders of each such Relevant Class of Notes or at a single Meeting of the holders of each of such Relevant Classes of Notes, as the Representative of the Noteholders shall determine in its absolute discretion;

(IV) business which, in the opinion of the Representative of the Noteholders, affects more than one Relevant Class of Notes and gives rise to an actual or potential conflict of interest between the holders of one such Relevant Class of Notes and the holders of any other Relevant Class of Notes shall be transacted at separate Meetings of the holders of each Relevant Class of Notes; and

(V) in the case of separate Meetings of the holders of each Relevant Class of Notes, these rules shall be applied as if references to the Notes and the Noteholders were to the Notes of the Relevant Class of Notes and to the holders of such Notes and, in the case of joint Meetings, as if references to the Notes and the Noteholders were to the Notes of each of the Relevant Classes of Notes and to the respective holders of the Notes.

In this paragraph "business" includes (without limitation) the passing or rejection of any resolution.

For the avoidance of doubt, amendments or modifications which do not affect the payment of interest and/or the repayment of principal in respect of any of the Senior Notes and/or any other rights of the

Senior Noteholders may be passed at a Meeting of the Junior Noteholders without any sanction being required by the holders of any other Relevant Class of Notes.

Article 5

Issue of Voting Certificates and Block Voting Instructions

Noteholders may obtain a Voting Certificate from the relevant clearing system, the Monte Titoli Account Holder or the relevant custodian, as the case may be, or require the Paying Agent to arrange for issuance of a Block Voting Instruction by the relevant Monte Titoli Account Holder by arranging for their Notes to be blocked in an account with the relevant clearing system, the Monte Titoli Account Holder or the relevant custodian at least 48 Hours before the time fixed for the Meeting of the holders of the Relevant Class(es) of Notes, providing to the Paying Agent, where appropriate, evidence that the Notes are so blocked. The Noteholders may obtain such evidence by, *inter alia*, requesting the relevant clearing system, the Monte Titoli Account Holder or the relevant custodian to release a certificate in accordance with, as the case may be: (i) the practices and procedures of the relevant clearing system; or (ii) articles 21 and 22 of the regulation issued by the Bank of Italy and the CONSOB on 22 February 2008, as subsequently amended and supplemented. A Voting Certificate or Block Voting Instruction shall be valid until the release of the Blocked Notes to which it relates. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Blocked Notes to which it relates for all purposes in connection with the Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

Article 6

Validity of Block Voting Instructions

A Block Voting Instruction shall be valid only if it is deposited at the Specified Office of the Representative of the Noteholders, or at some other place approved by the Representative of the Noteholders, at least 24 Hours before the time fixed for the Meeting of the holders of the Relevant Class(es) of Notes, and, if not deposited before such deadline, the Block Voting Instruction shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to business. If the Representative of the Noteholders so requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Representative of the Noteholders shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

Article 7

Convening of Meeting

The Issuer or the Representative of the Noteholders may convene a Meeting at any time, and the Representative of the Noteholders shall be obliged to do so upon the request in writing by, and at the costs of, the Noteholders holding not less than one-tenth of the Principal Amount Outstanding of the Relevant Class of Notes.

Whenever any one of the Issuer or the Representative of the Noteholders is about to convene any such Meeting, it shall immediately give notice in writing to, respectively, the Representative of the Noteholders and the Issuer (as the case may be) of the date thereof and of the nature of the business to be transacted thereat.

Every such Meeting shall be held at such time and place as the Representative of the Noteholders may designate or approve, provided that it is in an EU Member State.

Unless the Representative of the Noteholders decides otherwise pursuant to Article 4 (*General*), each Meeting shall be attended by Noteholders of the Relevant Class of Notes.

Article 8

Notice

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be held) specifying the date, time and place of the Meeting shall be given to the Noteholders and the Paying Agent (with a copy to the Issuer and to the Representative of the Noteholders). Any notice to Noteholders shall be given in accordance with Condition 17 (*Notices*).

The notice shall specify the nature of the resolutions to be proposed and shall explain how Noteholders may appoint Proxies, obtaining Voting Certificates and use Block Voting Instructions and the details of the time limits applicable.

Article 9

Chairman of the Meeting

Any individual (who may, but need not to, be a Voter) nominated in writing by the Representative of the Noteholders may take the chair at any Meeting but if: (i) no such nomination is made; or (ii) the individual nominated is not present within 15 minutes the of time fixed for the Meeting; then, the Voters shall choose one of themselves to take the chair, failing which the Issuer may appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as the Chairman of the original Meeting.

The Chairman co-ordinates matters to be transacted at the Meeting and monitors the fairness of the Meeting's proceedings.

Article 10

Quorum

The quorum at any Meeting shall be at least one Voter representing or holding not less than the Relevant Fraction relative to (i) that Relevant Class of Notes (in the case of a Meeting of one Relevant Class of Notes) or (ii) the Relevant Classes of Notes (in the case of a joint Meeting). No business (except choosing a Chairman, if requested) shall be transacted at a Meeting unless a quorum is present at the commencement of business.

Article 11

Adjournment for want of quorum

If, within 15 minutes of the time fixed for any Meeting a quorum is not present, then:

(a) in the case of a Meeting requested by Noteholders, it shall be dissolved; and

(b) in the case of any other Meeting, it shall be adjourned (i) until such date (which shall be not less than 14 days and not more than 42 days later) and to such place as the Chairman determines or (ii) on the date and at the place indicated in the notice convening the Meeting (if such notice sets out the date and place of any adjourned Meeting); provided, however, that in any case:

  (i) the Meeting shall be dissolved if the Issuer and the Representative of the Noteholders so decides; and

  (ii) no Meeting may be adjourned by resolution of a Meeting that represents less than the Relevant Fraction applicable in the case of Meetings which have been resumed after adjournment for want of quorum.

Article 12

Adjourned Meeting

Without prejudice to Article 11 (*Adjournment for want of quorum*), the Chairman may, with the prior consent of (and shall if directed by) any Meeting, adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

Article 13

Notice following adjournment

Article 8 (*Notice*) shall apply to any Meeting adjourned for want of quorum, save that:

(a) at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be given; and

(b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes; and

(c) it shall not be necessary to give notice of the convening of an adjourned Meeting (i) if the notice given in respect of the first Meeting already sets the time and place for an adjourned Meeting and specifies the quorum requirements which will apply when the Meeting resumes; or (ii) if the Meeting has been adjourned for any other reason.

Article 14

Participation

The following may attend and speak at a Meeting:

(a) Voters;

(b) the Issuer or its representative and the Paying Agent;

(c) the financial advisers to the Issuer;

(d) the Representative of the Noteholders;

(e) the legal counsel to each of the Issuer, the Representative of the Noteholders, and the Paying Agent; and

(f) such other person as may be resolved by the Meeting and as may be approved by the Representative of the Noteholders.

Article 15

Passing of resolution

A resolution is validly passed when (i) in respect of an Extraordinary Resolution only, three-quarters of votes cast by the Voters attending the relevant Meeting have been cast in favour of it or (ii) in respect of any resolution other than an Extraordinary Resolution, the majority of votes cast by the Voters attending the relevant Meeting have been cast in favour of it.

Article 16

Show of hands

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result of the show of hands is declared, the Chairman's declaration that, on a show of hands, a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority, shall be conclusive, without proof of the number of votes cast for, or against, the resolution.

Article 17

Poll

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Representative of the Noteholders or one or more Voters holding or representing at least 2% of (i) the Principal Amount Outstanding of that Relevant Class of Notes (in the case of a meeting of a particular Relevant Class of Notes), or (ii) the Principal Amount Outstanding of the Relevant Classes of Notes (in the case of a joint Meeting). The poll may be taken immediately or after such adjournment as the Chairman directs, but any

poll demanded on the election of the Chairman or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the Meeting for any other business.

Article 18

Votes

Every Voter shall have:

(a) on a show of hands, one vote; and

(b) on a poll, one vote in respect of each € 1,000 in principal amount of Note(s) represented by the Voting Certificate produced by such Voter or in respect of which he is a Proxy.

In the case of equality of votes, the Chairman shall, both on a show of hands and on a poll, have a casting vote in addition to the votes (if any) to which he may be entitled as a Voter.

Unless the terms of any Block Voting Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same manner.

Article 19

Vote by Proxies

Any vote cast by a Proxy in accordance with the relevant Block Voting Instruction shall be valid even if such Block Voting Instruction or any instruction pursuant to which it was given has been amended or revoked, provided that the Representative of the Noteholders or the Issuer has not been notified by the Paying Agent in writing of such amendment or revocation by the time being 24 Hours before the time fixed for the Meeting. Unless revoked, any appointment of a Proxy under a Block Voting Instruction in relation to a Meeting shall remain in force in relation to any Meeting resumed following an adjournment.

Article 20

Exclusive powers of the Meeting

The Meeting shall have exclusive powers on the following matters:

(a) to approve any Basic Terms Modification;

(b) to approve any proposal by the Issuer for any alteration, abrogation, variation or compromise of the rights of the Representative of the Noteholders or the Noteholders under any Transaction Document, the Notes or the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes;

(c) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes;

(d) to direct the Representative of the Noteholders to serve an Issuer Acceleration Notice under Condition 10(b) (*Service of an Issuer Acceleration Notice*);

(e) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes or any Transaction Document or any act or omission which might otherwise constitute an Event of Default;

(f) to direct the Representative of the Noteholders to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any resolution of the Noteholders;

(g) to exercise, enforce or dispose of any right and power on payment and application of funds deriving from any claims on which a pledge or other security interest is created in favour of the Noteholders, other than in accordance with the Transaction Documents; and

(h) to appoint and remove the Representative of the Noteholders.

Article 21

Powers exercisable by Extraordinary Resolution

Without limitation to the exclusive powers of the Meeting listed in Article 20 (*Exclusive powers of the Meeting*), each Meeting shall have the following powers exercisable only by way of an Extraordinary Resolution:

(a) approval of any Basic Terms Modification;

(b) approval of any proposal by the Issuer for any alteration, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Representative of the Noteholders or the Noteholders against the Issuer or against any of its property or against any other person whether such rights shall arise under these rules, the Notes, the Conditions, or otherwise;

(c) approval of any scheme or proposal for the exchange or substitution of any of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or of any other body corporate formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash;

(d) to appoint and remove the Representative of the Noteholders;

(e) approval of the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes;

(f) without prejudice to the Conditions, approval of any alteration of the provisions contained in these rules, the Notes, the Conditions, the Intercreditor Agreement or any other Transaction Document which shall be proposed by the Issuer and/or the Representative of the Noteholders or any other party thereto;

(g) discharge or exoneration of the Representative of the Noteholders from any liability in respect of any act or omission for which the Representative of the Noteholders may have become responsible under or in relation to these rules, the Notes, the Conditions or any other Transaction Document;

(h) giving any direction or granting any authority or sanction which under the provisions of these rules, the Conditions or the Notes is required to be given or granted by Extraordinary Resolution;

(i) authorisation and sanctioning of actions of the Representative of the Noteholders under these rules, the Notes, the Conditions, the terms of the Intercreditor Agreement or any other Transaction Documents and in particular power to sanction the release of the Issuer by the Representative of the Noteholders; and

(j) authorising and directing the Representative of the Noteholders to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution,

provided, however, that:

(i) no Extraordinary Resolution involving a Basic Terms Modification passed by the holders of the Relevant Class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other Relevant Classes of Notes (to the extent that Notes of each such Relevant Classes of Notes are then outstanding);

(ii) no Extraordinary Resolution of the Junior Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders and/or the Class B Noteholders (to the extent that there

are Class A Notes and/or Class B Notes, respectively, then outstanding) or (B) (to the extent that the Representative of the Noteholders is not of that opinion) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders and/or the Class B Noteholders (to the extent that there are Class A Notes and/or Class B Notes, respectively, then outstanding); and

(iii) no Extraordinary Resolution of the Class B Noteholders shall be effective unless (A) the Representative of the Noteholders is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders (to the extent that there are Class A Notes then outstanding) or (B) (to the extent that the Representative of the Noteholders is not of that opinion) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders (to the extent that there are Class A Notes then outstanding).

Article 22

Challenge of resolution

Any Noteholder can challenge a resolution which is not passed in conformity with the provisions of these rules.

Article 23

Minutes

Minutes shall be made of all resolutions and proceedings at each Meeting. The Chairman shall sign the minutes, which shall be conclusive evidence of the resolutions and proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at such meeting shall be deemed to have been duly passed or transacted.

Article 24

Written Resolution

A Written Resolution shall take effect as if it were an Extraordinary Resolution.

Article 25

Individual actions and remedies

The right of each Noteholder to bring individual actions or seek other individual remedies to enforce his or her rights under the Notes will be subject to the Meeting passing an Extraordinary Resolution authorising such individual action or other remedy. In this respect, the following provisions shall apply:

(a) the Noteholder intending to enforce his or her rights under the Notes will notify the Representative of the Noteholders in writing of his or her intention;

(b) the Representative of the Noteholders will, within 30 days of receiving such notification, convene a Meeting of the Noteholders of the Relevant Class(es) of Notes in accordance with these rules at the expense of such Noteholder;

(c) if the Meeting does not pass an Extraordinary Resolution authorising the individual enforcement or remedy, the Noteholder will be prevented from seeking such enforcement or remedy (provided that the same matter can be submitted again to a further Meeting after a reasonable period of time has elapsed); and

(d) if the Meeting does pass an Extraordinary Resolution authorising the individual enforcement or remedy, the Noteholder will be permitted to seek such individual enforcement or remedy in accordance with the terms of the Extraordinary Resolution.

No individual action or remedy can be sought by a Noteholder to enforce his or her rights under the Notes unless a Meeting of Noteholders has been held to resolve on such action or remedy and in accordance with the provisions of this Article 25.

TITLE III
THE REPRESENTATIVE OF THE NOTEHOLDERS

Article 26

Appointment, removal and remuneration

Each appointment of a Representative of the Noteholders must be approved by an Extraordinary Resolution of the holders of each Relevant Class of Notes in accordance with the provisions of this Article 26, save in respect of the appointment of the first Representative of the Noteholders, which will be BNY Mellon Corporate Trustee Services Limited.

Save for BNY Mellon Corporate Trustee Services Limited as first Representative of the Noteholders, the Representative of the Noteholders shall be:

(a) a bank incorporated in any jurisdiction of the European Union or a bank incorporated in any other jurisdiction, in either case provided it is licensed to conduct banking business in Italy; or

(b) a financial institution registered under article 106 of the Banking Act; or

(c) any other entity which may be permitted to act in such capacity by any specific provisions of Italian law applicable to the securitisation of monetary rights and/or by any regulations, instructions, guidelines and/or specific approvals issued by the competent Italian supervising authorities.

It is further understood and agreed that directors, auditors, employees (if any) of the Issuer and those who fall in any of the conditions set out in article 2399 of the Italian civil code cannot be appointed as the Representative of the Noteholders

The Representative of the Noteholders shall be appointed for an unlimited term and can be removed by way of an Extraordinary Resolution of the holders of each Relevant Class of Notes at any time.

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such Representative of the Noteholders shall remain in office until (1) acceptance of the appointment by the Issuer of a substitute Representative of the Noteholders designated among the entities indicated in paragraph (a), (b) or (c) above, and, provided that a Meeting of the holders of each Relevant Class of Notes has not appointed such a substitute within 60 days of such termination, such Representative of the Noteholders may appoint such a substitute and (2) such substitute Representative of the Noteholders having entered into or acceded to the Intercreditor Agreement and the other Transaction Documents to which the terminated Representative of the Noteholders was a party. The powers and authority of the Representative of the Noteholders whose appointment has been terminated shall be limited to those necessary for the performance of the essential functions which are required to be complied with in connection with the Notes.

Each of the Noteholders, by reason of holding the relevant Note(s), will recognise the power of the Representative of the Noteholders, hereby granted, to appoint its own successor and recognise the Representative of the Noteholders so appointed as its representative.

The Issuer shall pay to the Representative of the Noteholders an annual fee for its services as Representative of the Noteholders as from the date hereof. Such remuneration shall be payable in accordance with the Intercreditor Agreement and the Priority of Payments up to (and including) the date when the Notes have been repaid in full and cancelled in accordance with the Conditions.

Article 27

Duties and powers

The Representative of the Noteholders is the legal representative of the Organisation of Noteholders, subject to and in accordance with the Conditions, these rules, the Intercreditor Agreement and the other Transaction Documents to which it is a party (together, the "**Relevant Provisions**").

Subject to the Relevant Provisions, the Representative of the Noteholders is responsible for implementing the directions of a Meeting of Noteholders and for representing the interests of the Noteholders as a class of Notes *vis-à-vis* the Issuer. The Representative of the Noteholders has the right to attend Meetings. The Representative of the Noteholders may convene a Meeting in order to obtain the authorisation or directions of the Meeting in respect of any action proposed to be taken by the Representative of the Noteholders.

All actions taken by the Representative of the Noteholders in the execution and exercise of its powers and authorities and of the discretions vested in it shall be taken by duly authorised officer(s) for the time being of the Representative of the Noteholders. The Representative of the Noteholders may also, whenever it considers it expedient (in its absolute discretion), whether by power of attorney or otherwise, delegate to any person(s) all or any of its duties, powers, authorities or discretions vested in it as aforesaid. Any such delegation may be made upon such terms and conditions, and subject to such regulations (including power to sub-delegate), as the Representative of the Noteholders may think fit in the interests of the Noteholders. The Representative of the Noteholders shall not be bound to supervise the proceedings of any such delegate or sub-delegate and shall not be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of such delegate's misconduct or default, unless the Representative of the Noteholders has been negligent in the selection of the delegate or sub-delegate. The Representative of the Noteholders shall, as soon as reasonably practicable, give notice to the Issuer of the appointment of any delegate and of any renewal, extension or termination of such appointment, and shall make it a condition of any such delegation that any delegate shall also, as soon as reasonably practicable, give notice to the Issuer of any sub-delegate.

The Representative of the Noteholders shall be authorised to represent the Organisation of Noteholders in judicial proceedings, including proceedings involving the Issuer in creditors' agreement (*concordato preventivo*), forced liquidation (*fallimento*) or compulsory administrative liquidation (*liquidazione coatta amministrativa*).

The Representative of the Noteholders shall have regard to the interests of all the Issuer Secured Creditors as regards the exercise and performance of all powers, authorities, duties and discretions of the Representative of the Noteholders under these rules, the Intercreditor Agreement or under the Mandate Agreement (except where expressly provided otherwise), but, notwithstanding the foregoing, the Representative of the Noteholders shall have regard to the interests only: (i) of the Most Senior Class of Notes outstanding, and (ii) subject to item (i), of whichever Issuer Secured Creditor ranks higher in the Priority of Payments hereof for the payment of the amounts therein specified if, in its opinion, there is or may be a conflict between all or any of the interests of the holders of one or more Relevant Class of Notes or between the holders of one or more Relevant Class of Notes and any other Issuer Secured Creditors. The foregoing provision shall not affect the payment order set forth in the applicable Priority of Payments.

Each Noteholder by acquiring title to a Note is deemed to agree and acknowledge that:

(a) the Representative of the Noteholders has entered into the Italian Deed of Pledge and the English Deed of Charge and Assignment for itself and, for the purposes of the Italian Deed of Pledge, as agent and, for the purposes of the English Deed of Charge and Assignment, as trustee in the name of and on behalf of each Noteholder from time to time and each of the other Issuer Secured Creditors thereunder;

(b) by virtue of the transfer to it of the relevant Note, each Noteholder shall be deemed to have granted to the Representative of the Noteholders, as its agent and, for the purposes of the English Deed of Charge and Assignment, as trustee, the right (i) to exercise in such manner as the Representative of the Noteholders in its sole opinion deems appropriate, on behalf of such Noteholder, all of that Noteholder's rights under the Securitisation Law in respect of the Portfolio and all amounts and/or other assets of the Issuer arising from the Portfolio and the Transaction Documents not subject to the Note Security and (ii) to enforce its rights as an Issuer

Secured Creditor for and on its behalf under the Italian Deed of Pledge and the English Deed of Charge and Assignment and in relation to the Note Security;

(c) the Representative of the Noteholders, in its capacity as agent in the name of and on behalf of the holders of each Relevant Class of Notes, shall be the only person entitled under the Conditions and under the Transaction Documents to institute proceedings against the Issuer and/or to enforce or to exercise any rights in connection with the Note Security or to take any steps against the Issuer or any of the other parties to the Transaction Documents for the purposes of enforcing the rights of the holders of each Relevant Class of Notes with respect to the other Transaction Documents and recovering any amounts owing under the Notes or under the Transaction Documents;

(d) the Representative of the Noteholders shall have exclusive rights under the Italian Deed of Pledge and the English Deed of Charge and Assignment to make demands, give notices, exercise or refrain from exercising any rights and to take or refrain from taking any action (including, without limitation, the release or substitution of security) in respect of the Note Security;

(e) no Noteholder shall be entitled to proceed directly against the Issuer nor take any steps or pursue any action whatsoever for the purpose of recovering any debts due or owing to it by the Issuer or take, or join in taking, steps for the purpose of obtaining payment of any amount expressed to be payable by the Issuer or the performance of any of the Issuer's obligations under these Conditions and/or the Transaction Documents or petition for or procure the commencement of insolvency proceedings or the winding-up, insolvency, extraordinary administration or compulsory administrative liquidation of the Issuer or the appointment of any kind of insolvency official, administrator, liquidator, trustee, custodian, receiver or other similar official in respect of the Issuer for any, all, or substantially all the assets of the Issuer or in connection with any reorganisation or arrangement or composition in respect of the Issuer, pursuant to the Banking Act or otherwise, unless (in each case under paragraphs (b), (c) and (d) above) an Issuer Acceleration Notice shall have been served or an Insolvency Event shall have occurred and the Representative of the Noteholders, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, (provided that any such failure shall not be conclusive per se of a default or breach of duty by the Representative of the Noteholders), provided that the Noteholder may then only proceed subject to the provisions of the Conditions and provided that this proviso shall not prejudice the right of any Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency proceedings by a third party;

(f) no Noteholder shall at any time exercise any right of netting, set-off or counterclaim in respect of its rights against the Issuer such rights being expressly waived or exercise any right of claim of the Issuer by way of a subrogation action (*azione surrogatoria*) pursuant to article 2900 of the Italian civil code; and

(g) the provisions of this Clause 27 shall survive and shall not be extinguished by the redemption (in whole or in part) and/or cancellation of the Notes and waives to the greatest extent permitted by law any rights directly to enforce its rights against the Issuer.

Article 28

Resignation of the Representative of the Noteholders

The Representative of the Noteholders may resign at any time, upon giving not less than three calendar months' notice in writing to the Issuer, without assigning any reason therefor and without being responsible for any costs incurred as a result of such resignation. The resignation of the Representative of the Noteholders shall not become effective until a Meeting of the holders of each Relevant Class of Notes has appointed a new Representative of the Noteholders, provided that, if a new Representative of the Noteholders has not been so appointed within 60 days of the date of such notice of resignation, the Representative of the Noteholders may appoint a new Representative of the Noteholders. The

appointment of the new Representative of the Noteholders under this Article 28 shall become effective as soon as such new Representative of the Notholders enters into or accedes to the Intercreditor Agreement and the other Transaction Documents to which the resigned Representative of the Noteholders was a party

Article 29

Exoneration of the Representative of the Noteholders

The Representative of the Noteholders shall not assume, and shall not be responsible for, any other obligations in addition to those expressly provided herein and in the other Transaction Documents to which it is a party.

Without limiting the generality of the foregoing, the Representative of the Noteholders:

(a) shall not be under any obligation to take any steps to ascertain whether an Event of Default or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders or any Noteholder hereunder or under any of the other Transaction Documents, has happened and, until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that no Event of Default or such other event, condition or act has occurred;

(b) shall not be under any obligation to monitor or supervise the observance or performance by the Issuer or any other party to the Transaction Documents of the provisions of, and its obligations under, these rules, the Notes, the Conditions or any other Transaction Document, and, until it shall have actual knowledge or express notice to the contrary, it shall be entitled to assume that the Issuer and each such other party is observing and performing all such provisions and obligations;

(c) shall not be under any obligation to give notice to any person of the execution of these rules, the Notes, the Conditions or any of the Transaction Documents or any transaction contemplated hereby or thereby;

(d) shall not be responsible for, or for investigating, the legality, validity, effectiveness, adequacy, suitability or genuineness of these rules, the Notes, the Conditions, any Transaction Document or any other document, or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for, or have any duty to make any investigation in respect of, or in any way be liable whatsoever for: (i) the nature, status, creditworthiness or solvency of the Issuer or any other party to the Transaction Documents; (ii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained, or required to be delivered or obtained, at any time in connection herewith or with any Transaction Document; (iii) the suitability, adequacy or sufficiency of any collection or recovery procedures operated by the Servicer or compliance therewith; (iv) the failure by the Issuer to obtain or comply with any licence, consent or other authority in connection with the purchase or administration of the Claims; or (v) any accounts, books, records or files maintained by the Issuer, the Servicer, the Paying Agent or any other person in respect of the Claims;

(e) shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes, or the distribution of any of such proceeds, to the persons entitled thereto;

(f) shall have no responsibility for the maintenance of any rating of the Notes by the Rating Agencies or any other credit or rating agency or any other person;

(g) shall not be responsible for, or for investigating any matter which is the subject of, any recitals, statements, warranties or representations of any party, other than the Representative of the Noteholders, contained herein or in any Transaction Document;

(h) shall not be bound or concerned to examine, or enquire into, or be liable for, any defect or failure in the right or title of the Issuer to the Claims or any part thereof, whether such defect or failure was known to the Representative of the Noteholders or might have been discovered upon examination or enquiry, or whether capable of remedy or not;

(i) shall not be liable for any failure, omission or defect in registering or filing, or procuring registration or filing of, or otherwise protecting or perfecting, these rules, the Notes or any Transaction Document;

(j) shall not be under any obligation to insure the Claims or any part thereof;

(k) shall not be responsible for (except as otherwise provided in the Conditions or in the Transaction Documents) making or verifying any determination or calculation in respect of the Claims, the Notes and any other payment to be made in accordance with the Priority of Payments;

(l) shall not have regard to the consequences of any modification or waiver of these rules, the Notes, the Conditions or any of the Transaction Documents for individual Noteholders or any relevant persons resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory; and

(m) shall not (unless and to the extent ordered so to do by a court of competent jurisdiction) be under any obligation to disclose to any Noteholder, any Other Issuer Creditor or any other person any confidential, financial, price sensitive or other information made available to the Representative of the Noteholders by the Issuer or any other person in connection with these rules, the Notes or any other Transaction Document, and none of the Noteholders, Other Issuer Creditors nor any other person shall be entitled to take any action to obtain from the Representative of the Noteholders any such information.

The Representative of the Noteholders, notwithstanding anything to the contrary contained in these rules:

(i) may, without the consent of the Noteholders or any Other Issuer Creditors and subject to the Representative of the Noteholders giving prior written notice thereof to the Rating Agencies, concur with the Issuer and any other relevant parties in making any amendment or modification to these rules, the Conditions (other than a Basic Terms Modification) or to any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it is expedient to make, or is of a formal, minor or technical nature to correct a manifest error or an error which is, in the opinion of the Representative of the Noteholders, proven or is necessary or desirable for the purposes of clarification or is made to comply with a mandatory provision of law. Any such amendment or modification shall be binding on the Noteholders and, unless the Representative of the Noteholders otherwise agrees, the Issuer shall cause such amendment or modification to be notified to the Noteholders as soon as practicable thereafter;

(ii) may, without the consent of the Noteholders, concur with the Issuer and any other relevant parties in making any amendment or modification (other than in respect of a Basic Terms Modification) to these rules, the Conditions or to any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it may be proper to make, provided that the Representative of the Noteholders is of the opinion that such amendment or modification will not be materially prejudicial to the interests of the holders of the Most Senior Class;

(iii) may, without the consent of the Noteholders or any Other Issuer Creditor, authorise or waive any proposed breach or breach of the Notes (including an Event of Default) or of the Intercreditor Agreement or any other Transaction Document if, in the opinion of the Representative of the Noteholders, the interests of the Most Senior Class will not be materially prejudiced by such authorisation or waiver; provided that the Representative of the Noteholders shall not exercise any of such powers in contravention of any express direction by an Extraordinary Resolution, or of a request in writing made by the holders of not less than 25% in aggregate Principal Amount

Outstanding of the Most Senior Class (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification;

(iv) may act on the advice, certificate, opinion (whether or not such opinion is addressed to the Representative of the Noteholders and whether or not such opinion contains a monetary or other limit on the liability of the provider of such opinion) or information (whether or not addressed to the Representative of the Noteholders) obtained from any lawyer, accountant, banker, broker, credit or rating agency or other expert of international repute, whether obtained by the Issuer, the Representative of the Noteholders or otherwise, and shall not, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders, be responsible for any loss incurred by so acting. Any such advice, certificate, opinion or information may be sent or obtained by letter, telex, telegram, facsimile transmission or cable and, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders, the Representative of the Noteholders shall not be liable for acting on any advice, certificate, opinion or information contained in, or purported to be conveyed by, any such letter, telex, telegram, facsimile transmission or cable, notwithstanding any error contained therein or the non-authenticity of the same;

(v) may call for, and shall be at liberty to accept as sufficient evidence of any fact or matter or as to the expediency of any dealing, transaction, step or thing, a certificate duly signed by or on behalf of the sole director or the chairman of the board of directors of the Issuer, as the case may be, and the Representative of the Noteholders shall not be bound, in any such case, to call for further evidence or be responsible for any loss that may be occasioned as a result of acting on such certificate;

(vi) save as expressly otherwise provided herein, shall have absolute and unfettered discretion as to the exercise, or non-exercise, of any right, power and discretion vested in the Representative of the Noteholders by these rules, the Notes, any Transaction Document or by operation of law, and the Representative of the Noteholders shall not be responsible for any loss, costs, damages, expenses or other liabilities that may result from the exercise, or non-exercise thereof except insofar as the same are incurred as a result of its gross negligence (*colpa grave*) or wilful misconduct (*dolo*);

(vii) shall be at liberty to leave in custody these rules, the Transaction Documents and any other documents relating thereto or to the Notes in any part of the world with any bank, financial institution or company of international repute whose business includes undertaking the safe custody of documents, or with any lawyer or firm of lawyers of international repute, and the Representative of the Noteholders shall not be responsible for, or required to insure against, any loss incurred in connection with any such custody, and may pay all sums required to be paid on account of, or in respect of, any such custody;

(viii) in connection with matters in respect of which the Representative of the Noteholders is entitled to exercise its discretion hereunder, is entitled to convene a Meeting of the Noteholders of any or all Relevant Classes of Notes in order to obtain instructions as to how the Representative of the Noteholders should exercise such discretion, provided that nothing herein shall be construed so as to oblige the Representative of the Noteholders to convene such a Meeting. The Representative of the Noteholders shall not be obliged to take any action in respect of these rules, the Notes, the Conditions or any Transaction Document unless it is indemnified and/or secured and/or pre-funded to its satisfaction against all actions, proceedings, claims and demands which may be brought against it and against all costs, charges, damages, expenses and liabilities (provided that supporting documents are delivered) which it may incur by taking such action;

(ix) in connection with matters in respect of which the Noteholders are entitled to direct the Representative of the Noteholders, the Representative of the Noteholders shall not be liable for

acting upon any resolution purported to have been passed at any Meeting of holders of any Relevant Class of Notes in respect of which minutes have been drawn up and signed notwithstanding that subsequent to so acting, it transpires that the Meeting was not duly convened or constituted, such resolution was not duly passed or that the resolution was otherwise not valid or binding upon the relevant Noteholders;

(x) may call for, and shall be at liberty to accept and place full reliance on as sufficient evidence of the facts stated therein, a certificate or letter of confirmation certified as true and accurate and signed on behalf of any common depository as the Representative of the Noteholders considers appropriate, or any form of record made by any such depository, to the effect that at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as entitled to a particular principal amount of Notes;

(xi) may certify whether or not an Event of Default is, in its opinion, materially prejudicial to the interests of the Noteholders or the holders of the Most Senior Class of Notes and any such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other relevant person;

(xii) may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of these rules, the Notes, the Conditions or any other Transaction Document is capable of remedy and, if the Representative of the Noteholders certifies that any such default is, in its opinion, not capable of remedy, such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any relevant person;

(xiii) may assume, without enquiry, that no Notes are for the time being held by, or for the benefit, of the Issuer;

(xiv) shall be entitled to call for, and to rely upon, a certificate or any letter of confirmation or explanation reasonably believed by it to be genuine, of any party to the Intercreditor Agreement, any Other Issuer Creditor or any of the Rating Agencies in respect of any matter and circumstance for which a certificate is expressly provided for hereunder or under any Transaction Document or in respect of the ratings of the Notes and it shall not be bound, in any such case, to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be incurred by its failing to do so; and

(xv) may, in determining whether the exercise of any power, authority, duty or discretion under or in relation hereto or to the Notes, the Conditions or any Transaction Document, is materially prejudicial to the interests of the Noteholders, contact the Rating Agencies so to assess whether the then current ratings of the Senior Notes would not be downgraded, withdrawn or qualified and have regard to any other confirmation which it considers, in its sole and absolute discretion, as necessary and/or appropriate.

Any consent or approval given by the Representative of the Noteholders under these rules, the Notes, the Conditions or any other Transaction Document may be given on such terms and subject to such conditions (if any) as the Representative of the Noteholders thinks fit and, notwithstanding anything to the contrary contained herein, in the Conditions or in any Transaction Document, such consent or approval may be given retrospectively.

No provision of these rules, the Notes, the Conditions or any Transaction Document shall require the Representative of the Noteholders to do anything which may be illegal or contrary to applicable law or regulations, or expend or risk its own funds, or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its powers or discretions, and the Representative of the Noteholders may refrain from taking any action if it has reasonable grounds to believe that it will not be reimbursed for any funds, or that it will not be indemnified or pre-funded against any loss or liability which it may incur as a result of such action.

Article 30

Note Security

The Representative of the Noteholders shall be entitled to exercise all the rights granted by the Issuer in favour of the Representative of the Noteholders on behalf of the Noteholders and the other Issuer Secured Creditors under the Note Security.

The Representative of the Noteholders, acting on behalf of the Issuer Secured Creditors, may:

(a) prior to enforcement of the Note Security, appoint and entrust the Issuer to collect, in the interest of the Issuer Secured Creditors and on their behalf, any amounts deriving from the Note Security and may instruct, jointly with the Issuer, the obligors whose obligations form part of the Note Security to make any payments to be made thereunder to an Account of the Issuer;

(b) agree that the Accounts shall be operated in compliance with the provisions of the Agency and Accounts Agreement and the Intercreditor Agreement;

(c) agree that all funds credited to the Accounts from time to time shall be applied prior to the enforcement of the Note Security, in accordance with the Conditions and the Intercreditor Agreement; and

(d) agree that cash deriving from time to time from the Note Security and the amounts standing to the credit of the Accounts shall be applied prior to enforcement of the Note Security, in and towards satisfaction not only of amounts due to the Issuer Secured Creditors, but also of such amounts due and payable to the other Issuer Creditors that rank *pari passu* with, or higher than, the Issuer Secured Creditors, according to the applicable Priority of Payments and, to the extent that all amounts due and payable to the Issuer Secured Creditors have been paid in full, also towards satisfaction of amounts due to the other Issuer Creditors that rank below the Issuer Secured Creditors. The Issuer Secured Creditors irrevocably waive any right which they may have hereunder in respect of cash deriving from time to time from the Note Security and amounts standing to the credit of the Accounts which is not in accordance with the foregoing. The Representative of the Noteholders shall not be entitled to collect, withdraw or apply, or issue instructions for the collection, withdrawal or application of, cash deriving from time to time from the Note Security, under the Note Security, except in accordance with the foregoing, the Conditions and the Intercreditor Agreement.

Article 31

Indemnity

It is hereby acknowledged that the Issuer has covenanted and undertaken under the Intercreditor Agreement to reimburse, pay or discharge (on a full indemnity basis) on demand, to the extent not already reimbursed, paid or discharged by any of the Other Issuer Creditors (provided that the Representative of the Noteholders shall not be regarded as having been reimbursed, paid or discharged if it has received monies on the account of, or has been pre-funded by, any of the Other Issuer Creditors), all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands (including, without limitation, legal fees and any applicable value added tax or similar tax) properly incurred by or made against the Representative of the Noteholders, or by any person appointed by it to whom the Representative of the Noteholders, or by any persons appointed by it to whom any power, authority or discretion may be delegated by it (provided, in each case, that supporting documents are delivered where available) in relation to the preparation and execution of, the exercise or the purported exercise of its powers, authority and discretion and performance of its duties under, and in any other manner in relation to, these rules, the Notes, the Conditions, the Intercreditor Agreement or any other Transaction Document, including, but not limited to, legal and travelling expenses (properly incurred and duly documented) and any stamp, issue, registration, documentary and other taxes or duties paid by the Representative of the Noteholders or such appointed person in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Noteholders or such appointed person pursuant to these rules, the Notes, the Conditions or any other Transaction Document, or against

the Issuer or any other person for enforcing any obligations under these rules, the Notes, the Conditions, the Intercreditor Agreement or the Transaction Documents, except insofar as the same are incurred as a result of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders or the above-mentioned appointed person.

TITLE IV
THE ORGANISATION OF NOTEHOLDERS UPON SERVICE OF AN ISSUER ACCELERATION NOTICE

Article 32

Powers

It is hereby acknowledged that, upon service of an Issuer Acceleration Notice and/or failure by the Issuer to exercise its rights, the Representative of the Noteholders shall, pursuant to the Mandate Agreement, be entitled, in its capacity as legal representative of the Organisation of Noteholders, also in the interest and for the benefits of the Other Issuer Creditors, pursuant to articles 1411 and 1723 of the Italian civil code, to exercise certain rights in relation to the Claims. Therefore, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of Noteholders, will be authorised, also pursuant to the terms of the Mandate Agreement, to exercise, in the name and on behalf of the Issuer and as *mandatario in rem propriam* of the Issuer, all and any of the Issuer's Rights, including the right to give directions and instructions to the relevant parties to the Transaction Documents.

In particular and without limiting the generality of the foregoing, following the service of an Issuer Acceleration Notice, the Representative of the Noteholders will be entitled, until the Notes have been repaid in full or cancelled in accordance with the Conditions:

(a) to request the Account Bank to transfer all monies standing to the credit of the Collection Account, the Cash Reserve Account, the Liquidity Reserve Account and the Expenses Account to, respectively, a replacement Collection Account, a replacement Cash Reserve Account, a replacement Liquidity Reserve Account and a replacement Expenses Account opened for such purpose by the Representative of the Noteholders with a replacement Account Bank which is an Eligible Institution;

(b) to request the Paying Bank to transfer all monies standing to the credit of the Payments Account to a replacement Payments Account opened for such purpose by the Representative of the Noteholders with a replacement Paying Agent which is an Eligible Institution;

(c) to request the Account Bank to transfer all units of debt securities or other debt instruments from time to time purchased by or on behalf of the Issuer pursuant to the Agency and Accounts Agreement standing to the credit of the Eligible Investments Securities Account to, respectively, a replacement Eligible Investments Securities Account opened for such purpose by the Representative of the Noteholders with a replacement Account Bank which is an Eligible Institution;

(d) to require performance by any Issuer Creditor of its obligations under the relevant Transaction Document to which such Issuer Creditor is a party, to bring any legal actions and exercise any remedies in the name and on behalf of the Issuer that are available to the Issuer under the relevant Transaction Document against such Issuer Creditor in case of failure to perform and generally to take such action in the name and on behalf of the Issuer as the Representative of the Noteholders may deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Portfolio, the Claims and the Issuer's Rights;

(e) to instruct the Servicer in respect of the recovery of the Issuer's Rights;

(f) to take possession, as an agent of the Issuer and to the extent permitted by applicable laws, of all Collections (by way of a power of attorney granted hereunder in respect of the relevant Accounts) and of the Claims and to sell or otherwise dispose of the Claims or any of them in

such manner and upon such terms and at such price and such time or times as the Representative of the Noteholders shall, in its discretion, deem appropriate and to apply the proceeds in accordance with the Post-Enforcement Priority of Payments; provided, however, that if the amount of the monies at any time available to the Issuer or to the Representative of the Noteholders for the payments above shall be less than 10% of the Principal Amount Outstanding of all Classes of Notes, the Representative of the Noteholders may, at its discretion, invest such monies (or cause such monies to be invested) in some or one of the investments authorised pursuant to this Intercreditor Agreement. The Representative of the Noteholders at its discretion may vary such investments (or cause such investments to be varied) and may accumulate such investments and the resulting income until the immediately following Accumulation Date. Any monies, which under this Intercreditor Agreement or the Conditions may be invested, may be invested, or caused to be invested, by the Representative of the Noteholders in the name or under the control of the Representative of the Noteholders in any investments or other assets in any part of the world, whether or not they produce income or by placing the same on deposit in the name or under the control of the Representative of the Noteholders at such bank or other financial institution and in such currency as the Representative of the Noteholders may think fit. The Representative of the Noteholders may at any time vary any such investments, or cause any such investment to be varied, for or into other investments or convert any monies so deposited, or cause any such monies to be converted, into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise, except insofar as such loss is incurred as a result of its gross negligence (*colpa grave*) or wilful misconduct (*dolo*); and

(g) to distribute the monies from time to time standing to the credit of the Accounts and such other accounts as may be opened by the Representative of the Noteholders pursuant to paragraphs (a) and (b) above to the Noteholders in accordance with the applicable Priority of Payments.

TITLE V
GOVERNING LAW AND JURISDICTION

Article 33

Governing law and jurisdiction

These rules and any non-contractual obligations arising out of, or in connection with, them are governed by, and will be construed in accordance with, the laws of Italy.

All disputes arising out of or in connection with these rules and any non-contractual obligations arising out of, or in connection with, them, including those concerning their validity, interpretation, performance and termination, shall be exclusively settled by the Courts of Milan.

USE OF PROCEEDS

Monies available to the Issuer on the Initial Issue Date consisting of:

(i) the amount drawn down by the Issuer under the Subordinated Loan Agreement, in an amount equal to € 54,418,925; and

(ii) a portion of the Collections credited to the Collection Account from the Initial Valuation Date to the Initial Issue Date, in an amount equal to € 38,894,300.22,

have been applied by the Issuer on the Initial Issue Date:

(a) to credit € 30,000 to the Expenses Account;

(b) to credit € 30,232,925 to the Cash Reserve Account; and

(c) to credit € 24,186,000 to the Liquidity Reserve Account.

Pursuant to the Initial Underwriting Agreement, the Issuer and Santander (in its capacity as Underwriter) have agreed that the proceeds from the issue of the Series 1 Notes have been offset against the purchase price payable by the Issuer to Santander on the Initial Issue Date as consideration for the purchase of the Initial Claims pursuant to the Transfer Agreement.

Pursuant to the Subsequent Underwriting Agreement, the Issuer and Santander (in its capacity as Underwriter) have agreed that the proceeds from the issue of the Series 2 Notes will be offset against the purchase price payable by the Issuer to Santander on the Subsequent Issue Date as consideration for the purchase of the Subsequent Claims pursuant to the Transfer Agreement.

THE ISSUER

Introduction

Golden Bar (Securitisation) S.r.l. (the "**Issuer**") is a limited liability company (*società a responsabilità limitata*) incorporated in the Republic of Italy under article 3 of the Securitisation Law on 12 September 2000. In accordance with the Issuer's by-laws, the corporate duration of the Issuer is limited to 31 December 2050 and may be extended by shareholders' resolution. The Issuer is registered with the companies' register of Turin under number 13232920150 and with the register of the special purpose vehicles held by the Bank of Italy (*albo delle società veicolo tenuto dalla Banca d'Italia ai sensi del Provvedimento del Governatore della Banca d'Italia del 29 aprile 2011*) under number 32474.9 and its tax identification number (*codice fiscale*) is 13232920150.

The legal and commercial name of the Issuer is Golden Bar (Securitisation) S.r.l. The registered office of the Issuer is at via Principe Amedeo, 11, 10123 Turin, Italy. The Issuer has no principal office different from the registered office. The telephone number of its registered office is +39 011 812 6939. The Issuer has no employees. The Issuer is a special purpose vehicle established for the purposes of issuing asset-backed securities and, accordingly, it may carry out other securitisation transactions in addition to the one contemplated in this Prospectus, subject to certain conditions.

Previous securitisation transactions

In accordance with the Securitisation Law, the Issuer has already engaged in:

(a) a first securitisation transaction carried out in accordance with the Securitisation Law, completed on 22 December 2000 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of consumer loans acquired on a revolving basis from Santander (formerly Finconsumo Banca S.p.A.) and (ii) the issue of asset-backed notes in an aggregate amount of € 361,540,000; and

(b) a second securitisation transaction carried out in accordance with the Securitisation Law completed on 28 June 2001 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of consumer loans acquired on a revolving basis from Santander (formerly Finconsumo Banca S.p.A.) and (ii) the issue of asset-backed notes in an aggregate amount of € 258,300,000.

(c) a securitisation transaction named "€ 2,500,000,000 Euro Medium Term Asset-Backed Notes Programme" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law in March 2008. In the context of such programme, the Issuer has issued asset-backed notes in an aggregate amount of € 700,000,000;

(d) a securitisation transaction named "€ 2,500,000,000 Euro Medium Term Asset-Backed Notes Programme" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law in December 2008. In the context of such programme, the Issuer has issued asset-backed notes in an aggregate amount of € 750,000,000; and

(e) a securitisation transaction named the "€ 2,500,000,000 Euro Medium Term Asset-Backed Notes Programme" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law in March 2004 (the "**Previous Programme 2004**"). Under the Previous Programme 2004, the Issuer has issued the following notes:

   (i) on 17 March 2004, the "€ 188,000,000 Series 1 2004 - Class A Limited Recourse Asset-Backed Notes due 2020", the "€ 8,000,000 Series 1 2004 - Class B Limited Recourse Asset-Backed Notes due 2020", the "€ 3,000,000 Series 1-2004 - Class C Limited Recourse Asset-Backed Notes due 2020" and the "€ 1,000,000 Series 1-2004 - Class D Limited

Recourse Asset-Backed Notes due 2020", for an aggregate amount of € 200,000,000;

(ii) on 9 December 2004, the *"€ 470,000,000 Series 2 2004 — Class A Limited Recourse Asset-Backed Notes due 2021*", the *"€ 20,000,000 Series 2 2004 — Class A Limited Recourse Asset-Backed Notes due 2021*", the "*€ 7,500,000 Series 2 2004 — Class A Limited Recourse Asset-Backed Notes due 2021*" and the *"€ 2,500,000 Series 2 2004 — Class A Limited Recourse Asset-Backed Notes due 2021*", for an aggregate amount of € 500,000,000;

(iii) on 8 February 2006, the *"€ 658,000,000 Series 3 2006 - Class A limited recourse asset-backed notes due 2022*", the *"€ 28,000,000 Series 3 2006 - Class B limited recourse asset-backed notes due 2022*", the *"€ 10,500,000 Series 3 2006 - Class limited recourse asset-backed notes due 2022*", the *"€ 3,500,000 Series 3 2006 - Class D limited recourse asset-backed notes due 2022*", for an aggregate amount of € 700,000,000; and

(iv) on 31 January 2007, the *"€ 658,000,000 Series 4 2007 - Class A limited recourse asset-backed notes due 2023*", the *"€ 28,000,000 Series 4 2007 - Class B limited recourse asset-backed notes due 2023*", the *"€ 10,500,000 Series 4 2007 - Class C limited recourse asset-backed notes due 2023*" and the *"€ 3,500,000 Series 4 2007 - Class D limited recourse asset-backed notes due 2023*", for an aggregate amount of € 700,000,000.

In connection with the issuance of the Previous Programme 2004 Notes listed above, four subordinated loans were extended to the Issuer, namely:

(i) a subordinated loan for an amount of € 3,500,000 under a subordinated loan agreement entered into between the Issuer and Santander as subordinated loan provider on 11 March 2004;

(ii) a subordinated loan for an amount of € 8,750,000 under a subordinated loan agreement entered into between the Issuer and Santander as subordinated loan provider on 6 December 2004;

(iii) a subordinated loan for an amount of € 25,200,000 under a subordinated loan agreement entered into between the Issuer and Santander as subordinated loan provider on 3 February 2006; and

(iv) a subordinated loan for an amount of € 21,000,000 under a subordinated loan agreement entered into between the Issuer and Santander as subordinated loan provider on 26 January 2007

All the notes and the subordinated loans set out above have been fully reimbursed by the Issuer and the relevant securitisation transactions have been unwound.

Previous Programme 2009

The Issuer has also engaged in a further securitisation transaction named the "€ 2,500,000,000 Euro Medium Term Asset-Backed Notes Programme" structured in the form of a programme and established by the Issuer in accordance with the Securitisation Law in December 2009 (the "**Previous Programme 2009**"). Under the Previous Programme 2009, the Issuer has issued the following notes: "*€ 648,000,000 Series 1 2009 GB IV Class A limited recourse asset-backed notes due 2026*", *"€ 124,000,000 Series 1 2009 GB IV Class B limited recourse asset-backed notes due 2026*" and *"€ 28,000,000 Series 1 2009 GB IV Class C limited recourse asset-backed notes due 2026*" for an aggregate amount of € 800,000,000.

In connection with the issuance of the Previous Programme 2009, one subordinated loan was extended to the Issuer for an amount of € 20,000,000 under a subordinated loan agreement entered into between the Issuer and Santander as subordinated loan provider on 23 December 2009.

The subordinated loan above has been fully reimbursed by the Issuer.

Previous Securitisation March 2011

The Issuer has also already engaged in securitisation transaction completed in March 2011 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing

loans (*finanziamenti*) consisting of vehicle loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of €600,000,000 (the "**Previous Securitisation March 2011**"). Under the Previous Securitisation March 2011, the Issuer has issued the following notes: "*€411,000,000 Class A – 2011-1 Asset-Backed Floating Rate Notes due 2025*", "*€ 129,000,000 Class B – 2011-1 Asset-Backed Floating Rate Notes due 2025*" and "*€ 60,000,000 Class C – 2011-1 Asset-Backed Notes due 2025*".

In connection with the issuance of the Previous Securitisation March 2011, a subordinated loan was extended to the Issuer for an aggregate amount of € 81,000,000 under a subordinated loan agreement entered into between the Issuer and Santander as subordinated loan provider on 15 March 2011. The subordinated loan above is still outstanding.

Previous Securitisation October 2011

The Issuer has also already engaged in a securitisation transaction completed in October 2011 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans (*finanziamenti*) consisting of purpose loans and personal loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of €950000,000 (the "**Previous Securitisation October 2011**"). Under the Previous Securitisation October 2011, the Issuer has issued the following notes: "*€ 532,000,000 Class A – 2011-2 Asset-Backed Floating Rate Notes due 2023*", "*€ 95,000,000 Class B –2011-2 Asset-Backed Floating Rate Notes due 2023*" and "*€ 323,000,000 Class C –2011-2 Asset-Backed Notes due 2023*".

In connection with the issuance of the Previous Securitisation 2011, a subordinated loan was extended to the Issuer for an aggregate amount of € 23,750,000 under a subordinated loan agreement entered into between the Issuer and Santander as subordinated loan provider on 10 October 2011. The subordinated loan above has been fully reimbursed by the Issuer.

Previous Securitisation November 2011

The Issuer has also already engaged in securitisation transaction completed in November 2011 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans (*finanziamenti*) consisting of vehicle loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of € 750,058,000 (the "**Previous Securitisation November 2011**"). Under the Previous Securitisation November 2011, the Issuer has issued the following notes: "*€500,000,000 Class A - 2011-3 Asset-Backed Floating Rate Notes due 2025*", "*€210,058,000 Class B – 2011-3 Asset-Backed Floating Rate Notes due 2025*".

In connection with the issuance of the Previous Securitisation November 2011, a subordinated loan was extended to the Issuer for an aggregate amount of € 14,201,160 under a subordinated loan agreement entered into between the Issuer and Santander as subordinated loan provider on 17 November 2011. The subordinated loan above is still outstanding.

Previous Securitisation July 2012

The Issuer has also already engaged in securitisation transaction completed in July 2012 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans consisting of consumer loans granted by Santander and (ii) the issue of asset-backed notes in an aggregate amount of € 753,100,000 (the "**Previous Securitisation July 2012**"). Under the Previous Securitisation July 2012, the Issuer has issued the following notes: *"€ 527,200,000 Class A – 2012-1 Asset-Backed Fixed Rate Notes due 2024" "€ 56,500,000 Class B – 2012-1 Asset-Backed Fixed Rate Notes due 2024" "€ 169,400,000 Class C – 2012-1 Asset-Backed Notes due 2024*".

In connection with the issuance of the Previous Securitisation July 2012, a subordinated loan was

extended to the Issuer for an aggregate amount of € 33,750,000 under a subordinated loan agreement entered into between the Issuer and Santander as subordinated loan provider on 19 July 2012. The subordinated loan above is still outstanding.

Previous Securitisation November 2013-1

The Issuer has also already engaged in a transaction completed in November 2013 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans (*finanziamenti*) consisting of vehicle loans, purpose loans and personal loans granted by Santander and (ii) the issue of asset-backed variable funding notes in an amount up to €1,000,000,000 (the "**Previous Securitisation 2013-1**"). Under the Previous Consumer Issue November 2013, the Issuer has issued the following notes: "*Up to € 1,000,000,000 Asset-Backed variable Funding Notes due 2035*".

Under the Previous Consumer Issue November 2013 has been issued an amount of €491,590,000.

Previous Securitisation November 2013-2

The Issuer has also already engaged in a transaction completed in November 2013 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing loans (*finanziamenti*) consisting of salary assignment loans granted by Santander and originated through the activity of Santander Consumer Unifin S.p.A.and (ii) the issue of asset-backed notes in an amount of €254,820,000 (the "**Previous Securitisation 2013-2**"). Under the Previous Salary Assignment Issue November 2013, the Issuer has issued the following notes: "*€ 254,820,000 Asset-Backed Notes due 2026*".

Previous Securitisation June 2014-1

The Issuer has also already engaged in a transaction completed in June 2014 and involving (i) the acquisition of monetary claims and other connected rights arising from a portfolio of performing consumer loans directed to purchase automobiles acquired from Santander and (ii) the issue of the following asset-backed notes: "€ 646,800,000 Class A-2014-1 Asset-Backed Floating Rate Notes due December 2030*", € "30,100,000 Class B-2014-1 Asset-Backed Fixed Rate Notes due December 2030" and "€ 75,100,000 Class C-2014-1 Asset Backed Notes due December 2030"* (the *"***Previous Securitisation June 2014-1**").

Pursuant to the Securitisation Law, the assets relating to each securitisation transaction will constitute assets segregated for all purposes from assets of the Issuer and from the assets relating to other securitisation transactions. The assets relating to a particular securitisation transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to the general creditors of the Issuer.

Quotaholders

The authorised equity capital of the Issuer is € 10,000. The issued and paid-up equity capital of the Issuer is € 10,000. No other amount of equity capital has been agreed to be issued. The quotaholders of the Issuer (the "**Quotaholders**") and their equity interests are as follows:

Quotaholders	**Quotaholding in the Issuer expressed in €**
Stichting Po River	3,000
Stichting Turin	7,000

To the best of its knowledge, the Issuer is not aware of direct or indirect ownership or control apart from its Quotaholders. Italian company law combined with the holding structure of the Issuer, covenants made by the Issuer and its Quotaholders in the Transaction Documents and the role of the Representative of the Noteholders are together intended to prevent any abuse of control of the Issuer.

Accounting treatment of the Claims

Pursuant to Bank of Italy regulations, the accounting information relating to the securitisation of the Claims will be contained in the explanatory notes to the Issuer's accounts (*nota integrativa*). The explanatory notes, together with the balance sheet and the profit and loss statements, form part of the financial statements of Italian limited liability companies (*società a responsabilità limitata*).

Accounts of the Issuer

The fiscal year of the Issuer begins on 1 January of each calendar year and ends on 31 December of the same calendar year with the exception of the first fiscal year which started on 12 September 2000, and ended on 31 December 2000. Consequently, the first statutory accounts of the Issuer are those relating to the fiscal year ended in December 2000 and approved on 15 June 2001. The second statutory accounts are those relating to the fiscal year ended in December 2001 and approved on 24 June 2002. The third statutory accounts are those relating to the fiscal year ended in December 2002 and approved on 27 June 2003. The fourth statutory accounts are those relating to the fiscal year ended in December 2003 and approved on 27 April 2004. The fifth statutory accounts are those relating to the fiscal year ended in December 2004 and approved on 29 April 2005. The sixth statutory accounts are those relating to the fiscal year ended in December 2005 and approved on 24 April 2006. The seventh statutory accounts are those relating to the fiscal year ended in December 2006 and approved on 20 April 2007. The eighth statutory accounts are those relating to the fiscal year ended in December 2007 and approved on 22 April 2008. The ninth statutory accounts are those relating to the fiscal year ended in December 2008 and approved on 24 April 2009. The tenth statutory accounts are those relating to the fiscal year ended in December 2009 and approved on 23 April 2010. The eleventh statutory accounts are those relating to the fiscal year ended in December 2010 and approved on 22 April 2011. The twelfth statutory accounts are those relating to the fiscal year ended in December 2011 and approved on 23 April 2012. The thirteenth statutory accounts are those relating to the fiscal year ended in December 2012 and approved on 23 April 2013. The fourteenth statutory accounts are those relating to the fiscal year ended in December 2013 and approved on 28 April 2014.

The Issuer will produce, and will make available at its registered office, proper accounts (*ordinata contabilità interna*) and audited (to the extent required) financial statements in respect of each financial year (commencing on 1 January and ending on 31 December) but will not produce interim financial statements.

The auditors of the Issuer are Deloitte & Touche S.p.A. with offices at Galleria San Federico, 54, 10121 Turin, Italy, belonging to ASSIREVI — *Associazione Italiana Revisori Contabili* and registered in the special register (*albo speciale*) for auditing companies (*società di revisione*) provided for by article 161 of legislative decree No. 58 of 1998 (repealed by article 43 of Italian legislative decree No. 39 of 27 January 2010 but still in force, pursuant to the latter decree, until the entry into force of the implementing regulations to be issued by the Ministry of Economy and Finance pursuant to such decree). They have audited the Issuer's accounts, without qualification, in accordance with generally accepted auditing standards in Italy for each of the financial years ended on 31 December 2000, 31 December 2001, 31 December 2002, 31 December 2003, 31 December 2004, 31 December 2005, 31 December 2006, 31 December 2007, 31 December 2008, 31 December 2009, 31 December 2010, 31 December 2011, 31 December 2012 and 31 December 2013 respectively.

Principal activities

The principal corporate objectives of the Issuer, as set out in article 4 of its by-laws (*statuto*), include the acquisition of monetary receivables for the purposes of securitisation transactions and the issuance of asset-backed securities or the obtaining of loans.

So long as any of the Notes remain outstanding, the Issuer shall not, without the consent of the Representative of the Noteholders and as provided in the Conditions and the Transaction Documents, incur any other indebtedness for borrowed monies, engage in any activities except pursuant to the Transaction Documents, pay any dividends, repay or otherwise return any equity capital, have any subsidiaries, employees or premises, consolidate or merge with any other person, convey or transfer its property or assets to any person, or increase its equity capital.

The Issuer will covenant to observe, *inter alia*, those restrictions which are detailed in Condition 6 (*Covenants*).

Directors and statutory auditors of the Issuer

The current sole director (*amministratore unico*) of the Issuer is:

Name	*Address*	*Principal activities*
Mr Tito Musso *Sole director*	Corso Soleri, 3 12100 Cuneo (CN) Republic of Italy	registered accountant in the Republic of Italy (*commercialista*)

Mr Tito Musso was appointed on 12 September 2000 for an undetermined period of time.

The Issuer has no statutory auditors.

Capitalisation and indebtedness statement

The capitalisation and indebtedness of the Issuer as at the date of this Prospectus, adjusted for the issue of the Series 2 Notes taking place on the Subsequent Issue Date, are as follows:

	(€)
Issued equity capital	
€10,000 fully paid up	10,000
	10,000
Indebtedness	
Notes issued under the Previous Programme 2009	
€648,000,000 Series 1 2009 Class A Limited Recourse Asset-Backed Notes due 2026	455,319,165.87
€124,000,000 Series 1 2009 Class B Limited Recourse Asset-Backed Notes due 2026	124,000,000
€28,000,000 Series 1 2009 Class C Limited Recourse Asset-Backed Notes due 2026	28,000,000
Notes issued under the Previous Securitisation March 2011	
€ 411,000,000 Class A – 2011-1 Asset-Backed Floating Rate Notes due 2025	53,331,317.03
€ 129,000,000 Class B – 2011-1 Asset-Backed Floating Rate Notes due 2025	129,000,000
€ 60,000,000 Class C – 2011-1 Asset-Backed Notes due 2025	60,000,000
Notes issued under the Previous Securitisation October 2011	
€ 532,000,000 Class A – 2011-2 Asset-Backed Floating Rate Notes due 2023	150,633,374.08
€ 95,000,000 Class B – 2011-2 Asset-Backed Floating Rate Notes due 2023	95,000,000
€ 323,000,000 Class C –2011-2 Asset-Backed Notes due 2023	323,000,000
Notes issued under the Previous Securitisation July 2012	
€ 527,200,000 Class A – 2012-1 Asset-Backed Fixed Rate Notes due 2024	235,208,069.14
€ 56,500,000 Class B – 2012-1 Asset-Backed Fixed Rate Notes due 2024	56,500,000
€ 169,400,000 Class C – 2012-1 Asset-Backed Notes due 2024	169,400,000
Notes issued under this Securitisation	
€ 955,360,000 Series A1 – 2012-2 Asset-Backed Fixed Rate Notes due 2027	598,180,703.23
€ 72,559,000 Series B1 – 2012-2 Asset-Backed Fixed Rate Notes due 2027	72,559,000.00
€ 181,398,000 Series C1 – 2012-2 Asset-Backed Notes due 2027	181,398,000.00
€ 266,650,000 Series A2 – 2014-2 Asset-Backed Fixed Rate Notes due 2027	266,650,000
€ 100,000 Series B2 – 2014-2 Asset-Backed Fixed Rate Notes due 2027	100,000
€ 100,000 Series C2 – 2014-2 Asset-Backed Notes due 2027	100,000
Notes issued under the Previous Securitisation November 2013	
Up to € 1,000,000,000 Asset-Backed Variable Funding Notes due 2035	518,991,200
Notes issued under the Previous Salary Assignment Issue 2013	
€ 254,820,000 Asset-Backed Notes due 2026	227,418,750.86
Notes issued under the Previous Securitisation June 2014	

€ 646,800,000 Class A-2014-1 Asset-Backed Floating Rate Notes due December 2030	646,800,000
€ 30,100,000 Class B-2014-1 Asset-Backed Fixed Rate Notes due December 2030	30,100,000
€ 75,100,000 Class C-2014-1 Asset-Backed Notes due December 2030	75,100,000
Subordinated loans granted to the Issuer in the context of the Previous Programme 2009	
	0
€20,000,000 subordinated loan	
€50,000,000 subordinated loan issued in April 2013	
0	
Subordinated loans granted to the Issuer in the context of the Previous Securitisation March 2011	
€81,000,000 subordinated loan	49,019,260.84
Subordinated loan granted to the Issuer in the context of the Previous Securitisation October 2011	0
€23,750,000 subordinated loan	
Subordinated loans granted to the Issuer in the context of the Previous Securitisation July 2012	
€33,750,000 Subordinated Loan	0
Subordinate loans granted to the Issuer in the context of this Securitisation	0
54,418,925 Subordinated Loan	
Subordinate loans granted to the Issuer in the context of the Previous Securitisation June 2014	
€18,830,000 Subordinated Loan	

Save for the foregoing and the Issuer's costs and expenses of incorporation and operation that have been incurred by the Issuer to date, as at the Subsequent Issue Date, the Issuer will not have borrowings or indebtedness in the nature of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees, or other contingent liabilities.

Financial information relative to the Issuer as at 31 December 2011, 31 December 2012 and 31 December 2013

Balance Sheet

Balance Sheet	2011	2012	2013
Due from banks	11.434	11.371	11.262
Tax assets	214.071	171.563	872.731
Other assets	298.360	241.404	328.222
TOTAL ASSETS	**523.865**	**424.338**	**1.212.215**
Tax liabilities	3.187	5.135	-
Other liabilities	509.257	408.014	1.201.337
Shareholders' equity	10.000	10.000	10.000
Legal reserve	1.639	1.421	1.189
Net income (losses)	-218	-232	-311
TOTAL LIABILITIES AND SHAREHOLDERS' EQUI	**523.865**	**424.338**	**1.212.215**

Profit and Loss

Profit and Loss	2011	2012	2013
Interest income and similar revenues	-81	-121	-200
Other operating expenses/income	581.965	488.988	491.638
Administrative costs	-558.439	-479.170	-489.588
INCOME FROM OPERATING ACTIVITIES	**23.445**	**9.697**	**1.850**
Income taxes	-23.663	-9.929	-2.161
NET INCOME (LOSSES) FOR THE YEAR	**-218**	**-232**	**-311**

THE ACCOUNT BANK AND THE PAYING AGENT

The Bank of New York Mellon, a New York banking corporation acting through its London branch, whose office is at One Canada Square, London E14 5AL, United Kingdom, is the Account Bank.

The Bank of New York Mellon (formerly The Bank of New York), a wholly owned subsidiary of The Bank of New York Mellon Corporation, is incorporated, with limited liability by Charter, under the Laws of the State of New York by special act of the New York State Legislature, Chapter 616 of the Laws of 1871, with its Head Office situate at One Wall Street, New York, NY 10286, USA and having a branch registered in England & Wales with FC No 005522 and BR No 000818 with its principal office in the United Kingdom situated at One Canada Square, London E14 5AL.

The Bank of New York Mellon's corporate trust business services $12 trillion in outstanding debt from 55 locations around the world. It services all major debt categories, including corporate and municipal debt, mortgage-backed and asset-backed securities, collateralised debt obligations, derivative securities and international debt offerings. The Bank of New York Mellon's corporate trust and agency services are delivered through The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A.

The Bank of New York Mellon Corporation is a global financial services company focused on helping clients manage and service their financial assets, operating in 34 countries and serving more than 100 markets. The company is a leading provider of financial services for institutions, corporations and high-net-worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services through a worldwide client-focused team. It has more than $23 trillion in assets under custody and administration and more than $1.1 trillion in assets under management. Additional information is available at bnymellon.com.

The Bank of New York Mellon (Luxembourg) S.A. is the Paying Agent. It was incorporated in the Grand Duchy of Luxembourg as a société anonyme on 15 December 1998 under the Luxembourg Law of 10th August 1915 on commercial companies, as amended, and has its registered office at 2-4 rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg. It is an indirect wholly-owned subsidiary of The Bank of New York Mellon Corporation.

On 20 January 1999 the The Bank of New York Mellon (Luxembourg) S.A. received its banking licence in accordance with the Luxembourg Law of 5 April 1993 on the financial sector, as amended, and has engaged in banking activities since then. On 19 October 2006 the The Bank of New York Mellon (Luxembourg) S.A. has enhanced its banking licence to cover as well the activities of administrative agent of the financial sector.

The Bank of New York Mellon (Luxembourg) S.A. is supervised by the Luxembourg financial regulator, the *Commission de Surveillance du Secteur Financier*.

THE AGENCY AND ACCOUNTS AGREEMENT

The description of the Agency and Accounts Agreement set out below is a summary of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of such Agency and Accounts Agreement. Prospective Noteholders may inspect a copy of the Agency and Accounts Agreement upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Paying Agent.

Pursuant to the Agency and Accounts Agreement, the Issuer has appointed:

(a) the Paying Agent, for the purpose of, *inter alia*, establishing and maintaining the Payments Account and providing directions as to the payment, or making payment, of interest and the repayment of principal in respect of the Notes;

(b) the Computation Agent, for the purpose of, *inter alia*, determining the amount of interests payable in respect of the Notes, certain of the Issuer's liabilities and the funds available to pay the same (subject to the receipt of certain information and in reliance thereon) and instructing the Account Bank to make certain payments into and out of the Accounts.

For a description of the duties of the Account Bank, the operation of the Cash Accounts and the Eligible Investments Securities Account, including the investment in Eligible Investments, see also "*The Issuer Account Bank Agreement*" below.

Duties of the Computation Agent

On the Calculation Date immediately preceding the Interest Payment Date in relation to each Interest Period, the Computation Agent will, in accordance with Condition 6 (*Interest*), determine the Interest Amount in respect of such following Interest Period, all subject to and in accordance with the Conditions, and will notify such amounts to the Issuer, the Representative of the Noteholders, the Corporate Services Provider, the Paying Agent, the Arranger, the Underwriter, the Servicer and, with exclusive regard to the Senior Notes, the Irish Stock Exchange.

In addition, the duties of the Computation Agent include the making of certain calculations in respect of the Securitisation. The Computation Agent will make such calculations based on:

(a) the Statements of the Cash Accounts in relation to the Cash Accounts prepared by the Account Bank on the Reporting Dates;

(b) the Statements of the Eligible Investments Securities Account prepared by the Account Bank on the Reporting Dates;

(c) the Servicer Reports prepared by the Servicer on the Reporting Date or, if a Servicer Report Delivery Failure Event occurs, any other information made available to the Computation Agent by the Servicer in connection with the immediately preceding Collection Period; and

(d) the instructions and determinations of the Issuer, Monte Titoli and the Corporate Services Provider

and the Computation Agent shall not be liable for any omission or error in so doing, save as caused by its own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

The Computation Agent will calculate, *inter alia*, on each Calculation Date:

(i) the Issuer Available Funds;

(ii) the Principal Payments (if any) due on the Notes of each Class on the next following Interest

Payment Date;

(iii) the Interest Amount in respect of the Notes of each Class;

(iv) the interest payable to the Subordinated Loan Provider under the Subordinated Loan Agreement;

(v) the Principal Amount Outstanding of each Class of Notes, on the next following Interest Payment Date (after deducting any Principal Payment to be made on that Interest Payment Date);

(vi) the amounts necessary for the determination of the occurrence of a Principal Deficiency Trigger Event;

(vii) the Portfolio Outstanding Amount;

(viii) the Revenue Eligible Investments Amount;

(ix) the Cash Reserve;

(x) the Liquidity Reserve;

(xi) the Junior Notes Interest Amount and the Junior Notes Additional Remuneration;

(xii) the Interest Amount Arrears of each Class;

(xiii) the Target Cash Reserve Amount;

(xiv) the Target Liquidity Reserve Amount; and

(xv) the payments to be made to each of the parties to the Intercreditor Agreement under the relevant Transaction Documents,

and will determine how the Issuer's funds available for distribution pursuant to the Conditions will be applied, on the immediately following Interest Payment Date pursuant to the applicable Priority of Payments, and will deliver to the Issuer, the Servicer, Santander, the Arranger, the Underwriter, the Corporate Services Provider, the Rating Agencies, the Paying Agent, the Account Bank and the Representative of the Noteholders a report (the "**Payments Report**") setting forth such determinations and amounts.

Upon the occurrence of a Servicer Report Delivery Failure Event, the Computation Agent shall promptly inform the Issuer and the Representative of the Noteholders. On or prior to any such Calculation Date, based on the information available as at such date (including, for the avoidance of doubt, any information made available to the Computation Agent by the Servicer in connection with the immediately preceding Collection Period), the Computation Agent will calculate:

(a) the Issuer Available Funds;

(b) the Interest Amounts (if any) due on the Class A Notes and any other amount ranking in priority thereto (the amount of which it is aware of) due on the immediately following Interest Payment Date pursuant to the Pre-Enforcement Priority of Payments;

(c) the fees due and payable on the next following Interest Payment Date to the Servicer which shall be assumed to be equal to the amount specified in the last available Servicer Report;

(d) the Revenue Eligible Investments Amount; and

(e) the amount invested in Eligible Investments out of the Accounts on the immediately preceding Investment Date,

(the "**Provisional Payments Report**").

On the Calculation Date immediately following the Interest Payment Date on which a Servicer Report Delivery Failure Event has occurred, subject to receipt of the relevant Servicer Report, the Computation Agent will calculate the amounts in paragraphs (i) to (xv) above making any necessary adjustments to

take into account any differences and/or discrepancies between (A) the amounts paid on the immediately preceding Interest Payment Date on the basis of the Provisional Payments Report and (B) the actual amounts that would have been due on such Interest Payment Date had the relevant Servicer Report been delivered.

In addition, the Computation Agent will prepare and deliver to, among others, the Issuer, the Representative of the Noteholders, the Irish Stock Exchange, the Underwriter and the Rating Agencies, on the 10 day immediately following each Interest Payment Date or, if such day is not a Business Day, the immediately following Business Day, a report substantially in the form set out in the Agency and Accounts Agreement (the "**Investor Report**").

The Investor Report will contain, *inter alia*, summaries of the following items in respect of the preceding Collection Period: (i) the Principal Amounts Outstanding under the Notes and the interest rates applicable thereto; (ii) the revenues received by the Issuer; (iii) the payments of principal, interest and other costs and expenses paid by the Issuer; (iv) an analysis of the amounts outstanding under the Loans; and (v) an analysis of the performance of the Claims, including information on Defaulted Claims and the relative recoveries.

Copies of the Investor Reports will be available, free of charge, at the office of the Paying Agent.

There is no corporate relationship between the Computation Agent and the Originator.

Duties of the Paying Agent

The Paying Agent will, on the Business Day immediately preceding each Interest Payment Date, receive from the Account Bank, acting in the name and on behalf of the Issuer, the monies necessary to make the payments due on the Notes on the immediately following Interest Payment Date and will apply such funds in or towards such payments as specified in the Payments Report. The Paying Agent will provide, for the benefit of the Issuer, the Corporate Services Provider with the data necessary to maintain and update the Noteholders' register (*registro degli obbligazionisti*) if so requested by the Corporate Services Provider.

The Paying Agent will keep a record of all Notes and of their redemption, purchase, cancellation and repayment and will make such records available for inspection, and copies thereof obtainable, during normal business hours by the Issuer, the Representative of the Noteholders and the Computation Agent.

In performing their obligations, the Paying Agent may rely on the instructions and determinations of the Issuer, Monte Titoli and the Computation Agent, and will not be liable for any omission or error in so doing, except in the case of their own gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

The Paying Agent must at all times be an Eligible Institution. If the Paying Agent ceases to be an Eligible Institution,

(a) the Paying Agent will notify the Representative of the Noteholders, the Issuer and the Rating Agencies thereof and will use, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs, commercially reasonable efforts to select a leading bank which is (i) an Italian depository institution or an Italian branch of a depository institution and (ii) an Eligible Institution willing to act as successor Paying Agent hereunder; and

(b) the Issuer it will, by no later than 30 (thirty) calendar days from the date on which the relevant downgrading occurs:

  (i) appoint that bank specified above as successor Paying Agent (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof);

  (ii) open a replacement Payments Account with the successor Paying Agent specified in (i) above;

  (iii) transfer the funds standing to the credit of, or deposited with, the Payments Account to

the credit of the relevant replacement account set out above;

(iv) close the Payments Account once the steps under (i), (ii) and (iii) are completed; and

(v) terminate the appointment of the Paying Agent (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof) once the steps under (i), (ii), (iii) and (iv) are completed

provided that the administrative costs incurred with respect to the selection of a successor Paying Agent (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Paying Agent) under (a) above shall be borne by the outgoing Paying Agent.

General provisions

Each of the Paying Agent and the Computation Agent will act as agents solely of the Issuer and will not assume any obligation towards, or relationship of agency or trust for or with, any of the Noteholders. Each of the Issuer and the Representative of the Noteholders has agreed that it will not consent to any amendment to the Conditions that materially affects the obligations of any of the Agents listed above without such Agent's prior written consent (such consent not to be unreasonably withheld).

The Issuer has undertaken to indemnify each of the Paying Agent and the Computation Agent and its respective directors, officers, employees and controlling persons against all losses, liabilities, costs, claims, actions, damages, expenses or demands which any of them may incur or which may be made against any of them as a result of or in connection with the appointment of or the exercise of the powers and duties by any Agent listed above, except as may result from its gross negligence (*colpa grave*) or wilful misconduct (*dolo*), or that of its directors, officers, employees or controlling persons or any of them, or breach by it of the terms of the Agency and Accounts Agreement.

In return for the services so provided, each of the Paying Agent and the Computation Agent will receive commissions in respect of the services of such Agents agreed on or around the Signing Date as amended on the Subsequent Signing Date between the Issuer and the Agents listed above, payable by the Issuer in accordance with the applicable Priority of Payments, except that certain fees may be paid up-front on or around the Issue Date.

The appointment of any Agent listed above may be terminated by the Issuer (with the prior written approval of the Representative of the Noteholders) upon 30 days' written notice or upon the occurrence of certain events of default or insolvency or of similar events occurring in relation to such Agent.

If any of the Agents listed above resigns, the Issuer will promptly and in any event within 30 days appoint a successor approved by the Representative of the Noteholders. If the Issuer fails to appoint a successor within such period, the resigning Agent may select a leading bank approved by the Representative of the Noteholders to act as the relevant Agent and the Issuer will appoint that bank as the successor Agent.

The Agency and Accounts Agreement is in English language and is governed by Italian law.

THE ISSUER ACCOUNT BANK AGREEMENT

The description of the Issuer Account Bank Agreement set out below is a summary of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of such Issuer Account Bank Agreement. Prospective Noteholders may inspect a copy of the Issuer Account Bank Agreement upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Paying Agent.

Pursuant to the Issuer Account Bank Agreement, the Issuer has appointed the Account Bank for the purposes of (i) opening, maintaining and handling certain bank accounts and the securities account opened in the name of the Issuer and (ii) making Eligible Investments on behalf of the Issuer.

In accordance with the Issuer Account Bank Agreement, the Account Bank will open and maintain in the name of the Issuer the Cash Accounts and the Eligible Investments Securities Account, for the purposes of recording any Eligible Investments therein deposited.

The Account Bank will act as agent solely of the Issuer and will not assume any obligations towards, or relationship of agency or trust for or with, any of the Noteholders.

Duties of the Account Bank

Pursuant to the Issuer Account Bank Agreement, the Issuer has opened and will maintain, with the Account Bank, the Accounts. In accordance with the Agency and Accounts Agreement, the Account Bank will operate each of the Cash Accounts in the name of and on behalf of the Issuer and will make payments or transfers from such Cash Accounts in the amounts set out in the Payments Reports or as otherwise permitted to do so in accordance with the terms of the Transaction Documents.

Collections in respect of the Loans are initially paid by the Borrowers to Santander in its capacity as Servicer of the Claims. Pursuant to the terms of the Servicing Agreement, the Collections are required to be transferred by the Servicer into the Collection Account within one Business Day of receipt by the Servicer, for value the day of receipt. In the case of exceptional circumstances causing an operational delay in the transfer, the Collections are required to be transferred into the Collection Account, in any case, within three Business Days of receipt.

Pursuant to the Issuer Account Bank Agreement, funds standing to the credit of the Cash Accounts will accrue interest at an annual rate. Interest on each of the Cash Accounts accrued on each Collection Period will be paid to the relevant Account on the last day of each Collection Period.

Eligible Investments

Pursuant to the Issuer Account Bank Agreement, the Issuer has established with the Account Bank the Eligible Investments Securities Account as a securities account into which it will deposit all Eligible Investments from time to time bought by or on behalf of the Issuer by the Account Bank.

Pursuant to the Issuer Account Bank Agreement, the Account Bank is obliged to invest, if so instructed in writing by Santander on behalf of the Issuer, amounts standing to the credit of the Cash Reserve Account, the Liquidity Reserve Account and the Collection Account as follows:

(i) the balance of the Cash Reserve Account or a portion thereof will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date or, if different, on the Business Day when the payments executed by the Issuer on the Interest Payment Date will be effectively credited to the Cash Reserve Account;

(ii) the balance of the Liquidity Reserve Account or a portion thereof will be invested in Eligible Investments on the Business Day immediately following each Interest Payment Date or, if different, on the Business Day when the payments executed by the Issuer on the Interest Payment Date will be effectively credited to the Liquidity Reserve Account; and

(iii) the balance of the Collection Account or a portion thereof will be invested in Eligible Investments on a weekly basis on the last Business Day of each week,

each such date, an "**Investment Date**".

On the day which is one Business Day before each Calculation Date or, in the event that any of the financial instruments constituting Eligible Investments purchased for the account of the Issuer in accordance with clause 3 of the Issuer Account Bank Agreement ceases to have the minimum required ratings set out in the definition of "Eligible Investments", the date on which such financial instruments constituting Eligible Investments are actually liquidated in accordance with the Agency and Accounts Agreement (each, a "**Liquidation Date**") or on the relevant maturity date (if different from the Liquidation Date) the Account Bank will liquidate the financial instruments constituting Eligible Investments and the proceeds will be applied as follows:

(i) an amount equal to the monies invested in Eligible Investments (if any) from the Cash Reserve Account during the preceding Collection Period will be re-credited to the Cash Reserve Account;

(ii) an amount equal to the monies invested in Eligible Investments (if any) from the Liquidity Reserve Account during the preceding Collection Period will be re-credited to the Liquidity Reserve Account;

(iii) an amount equal to the monies invested in Eligible Investments (if any) from the Collection Account during the preceding Collection Period will be re-credited to the Collection Account; and

(iv) any surplus (i.e., any interest or other return on the Eligible Investments) (the "**Revenue Eligible Investments Amount**") will be credited to the Collection Account.

If the Account Bank ceases to be an Eligible Institution,

(e) the Account Bank will notify the Rating Agencies thereof and use, by no later than 30 calendar days from the date on which the relevant downgrading occurs, reasonable efforts to select a leading bank:

  (i) approved by the Representative of the Noteholders; and

  (ii) which is (i) an English depository institution or an English branch of a depository institution and (ii) an Eligible Institution, willing to act as successor Account Bank hereunder; and

(f) the Issuer will, by no later than 30 calendar days from the date on which the relevant downgrading occurs,

  (i) appoint that bank specified above as successor Account Bank (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof);

  (ii) open a replacement Collection Account, a replacement Cash Reserve Account, a replacement Liquidity Reserve Account, a replacement Expenses Account and a replacement Eligible Investments Securities Account with the successor Account Bank specified in (i) above;

  (iii) transfer (A) the debt securities and the other debt instruments, purchased from time to time on behalf of the Issuer, held on the Eligible Investments Securities Account and (B) the balance standing to the credit of, respectively, the Collection Account, the Cash Reserve Account, the Liquidity Reserve Account and the Expenses Account to the credit

of each of the relevant replacement accounts set out above;

(iv) terminate the appointment of the Account Bank (and will promptly after so doing notify the Representative of the Noteholders and the Rating Agencies thereof); and

(v) close the Collection Account, the Cash Reserve Account, the Liquidity Reserve Account, the Expenses Account and the Eligible Investments Securities Account once the steps under (i), (ii), (iii) and (iv) are completed,

provided that the administrative costs incurred with respect to the selection of a successor Account Bank (which, for the avoidance of doubt, shall not include any fees payable to, or costs and expenses of, the successor Account Bank) under (a) above and the transfer of funds referred under (b) above shall be borne by the Account Bank.

THE TRANSFER AGREEMENT

The description of the Transfer Agreement set out below is a summary of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of the Transfer Agreement. Prospective Noteholders may inspect a copy of the Transfer Agreement upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Paying Agent.

Transfer of the Claims

Under a transfer agreement entered into on 7 September 2012 (the "**Initial Execution Date**") as amended on 30 October 2012 and on 28 May 2014 ("**Subsequent Execution Date**"), between Santander and the Issuer (as from time to time amended and/or supplemented, the "**Transfer Agreement**") and additional transfer agreements between the same parties dated 7 September 2012, Santander has assigned to the Issuer, and the Issuer has purchased, without recourse (*pro soluto*) and as a pool (*in blocco*), pursuant to the Securitisation Law, the Initial Claims; in addition, under the Transfer Agreement, on 28 May 2014, Santander has assigned to the Issuer, and the Issuer has purchased, without recourse (*pro soluto*) and as a pool (*in blocco*), pursuant to the Securitisation Law, the Subsequent Claims.

The Initial Claims are listed with details of, *inter alia*, outstanding principal and applicable rate of interest as at 5 September 2012 (the "**Initial Valuation Date**") in schedule 5, part A to the Transfer Agreement.

The Subsequent Claims are listed with details of, *inter alia*, outstanding principal and applicable rate of interest as at 8 May 2014 (the "**Subsequent Valuation Date**") in schedule 5, part B to the Transfer Agreement.

Purchase Price

As consideration for the acquisition of the Initial Claims pursuant to the Transfer Agreement, the Issuer has paid to Santander the Initial Purchase Price equal to € 1,209,317,000.00 calculated as the Outstanding Principal (rounded down to € 1,000) of the Initial Claims as at the Initial Valuation Date, in full on the Initial Issue Date.

As consideration for the acquisition of the Subsequent Claims pursuant to the Transfer Agreement, the Issuer will pay to Santander the Subsequent Purchase Price equal to € 266,851,000.00 calculated as the Outstanding Principal (rounded down to € 1,000) of the Subsequent Claims as at the Subsequent Valuation Date, in full on the Subsequent Issue Date.

Additional provisions

The Transfer Agreement further provides an adjustment mechanism to reflect any amounts incorrectly deducted when the nominal value of the Claims was calculated as at the Relevant Valuation Date. In this respect, Santander has undertaken in the Transfer Agreement that any amount received in respect of the relevant Claims:

(i) prior to the Initial Valuation Date or Subsequent Valuation Date, included, in the event that such amount was not correctly deducted when the nominal value respectively of the relevant Initial Claims or Subsequent Claims was calculated respectively as at the Initial Valuation Date or Subsequent Valuation Date; and

(ii) between the Initial Valuation Date or the Subsequent Valuation Date, excluded, and respectively the Initial Execution Date or the Subsequent Execution Date, to the extent that such amount was not credited to the Collection Account pursuant to the Servicing Agreement,

had to be paid to the Issuer, on the Initial Issue Date or Subsequent Issue Date, as the case may be.

In addition, the Transfer Agreement provides that if, after the Initial Execution Date or the Subsequent Execution Date, it transpires that respectively any of the Initial Claims specified in schedule 5, part A to the Transfer Agreement or Subsequent Claims specified in schedule 5, part B to the Transfer Agreement does not meet the Criteria, then such Claims will be deemed not to have been assigned and transferred to the Issuer pursuant to the Transfer Agreement. In such event, Santander will pay to the Issuer an amount equal to:

(a) the transfer price of the Claim; *plus*

(b) interest accrued on the amount under (a) above, at a rate equal to the rate applicable to the Senior Notes plus a spread equal to 0.15 per cent. from the date on which the relevant purchase price is paid to the date on which the amount under (a) above has been credited; *minus*

(c) an amount equal to the monies received by the Issuer in respect of such Claim from the Initial Execution Date or the Subsequent Execution Date, as the case may be.

If, after the Initial Execution Date or the Subsequent Execution Date, it transpires that any claim which meets the Criteria has not been included in the list of Initial Claims specified in schedule 5, part A to the Transfer Agreement or in the in the list of Subsequent Claims specified in schedule 5, part B to the Transfer Agreement, then such Claims shall be deemed to have been assigned and transferred to the Issuer by Santander on the Initial Execution Date or the Subsequent Execution Date as the case may be. In respect of such claims, the Issuer shall pay to Santander, in accordance with the applicable Priority of Payments, an amount equal to:

(i) the transfer price of such claims, calculated adopting the same method used to calculate the transfer price of the Claims; *minus*

(ii) any amount recovered or collected from the Initial Execution Date or the Subsequent Execution Date under the relevant loan; *minus*

(iii) interest accrued on the amount under (ii) above, at an interest rate equal to the rate of interest applicable to the Collection Account, from the date of collection of any such amount to the date of the order to credit the amount under (i) above, net of any withholding in accordance with applicable laws,

(such amount, at any time due to the Originator, the "**Additional Loans Purchase Price**").

The Additional Loans Purchase Price (if ever due), the relevant Rateo Amounts, the Reimbursement Amounts (if any) and any other amount owed to Santander from time to time by the Issuer pursuant to the terms of the Transfer Agreement (with the exception of the Initial Purchase Price and Subsequent Purchase Price) will be paid by the Issuer to Santander in accordance with the applicable Priority of Payments and subject to the Intercreditor Agreement.

Should any amount due by Santander to the Issuer pursuant to the Transfer Agreement not be paid by the due date for payment provided in the Transfer Agreement, default interest shall accrue on that amount at a rate equal to Euribor (as (as defined in the Transfer Agreement)) plus two basis points per annum starting from and including the due date for payment, but excluding the date of receipt by the Issuer of the amount due.

Pursuant to the Transfer Agreement, Santander has the right to purchase from the Issuer single Claims under the conditions and according to the limitation provided in the Transfer Agreement.

The Transfer Agreement is in Italian language and is governed by Italian law.

THE SERVICING AGREEMENT

The description of the Servicing Agreement set out below is a summary of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of the Servicing Agreement. Prospective Noteholders may inspect a copy of the Servicing Agreement upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Paying Agent.

On the Initial Execution Date, the Issuer and Santander Consumer Bank S.p.A. (in such capacity, the "**Service**") entered into a servicing agreement, amended on 30 October 2012 and on the Subsequent Execution Date, as subsequently amended and supplemented (the "**Servicing Agreement**"), pursuant to which the Servicer has agreed to administer and service the Loans, including the collection of the related Claims, on behalf of the Issuer and, following the service of an Issuer Acceleration Notice, the Representative of the Noteholders.

Duties of the Servicer

The Servicer is responsible for the receipt of cash collections in respect of the Loans and Claims and for cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*) pursuant to the Securitisation Law. Within the limits of article 2, paragraph 6-bis, of the Securitisation Law, the Servicer is also responsible for ensuring that such activities comply with the provisions and regulations of Italian law. The Servicer has undertaken in relation to each of the Loans and related Claims, *inter alia*:

(a) to collect the Collections and to credit them to the Collection Account within two Business Days of such collection for value the day of receipt by the Servicer;

(b) to strictly comply with the Servicing Agreement and the collection policy described in "*The Credit and Collection Policies*" above (the "**Collection Policy**");

(c) to carry out the administration and management of such Claims and to manage any possible legal proceedings (*procedura giudiziale*) against the relevant Borrower or related guarantor in respect thereof (the "**Judicial Proceedings**"), and any possible bankruptcy or insolvency proceedings against any Borrower ("**Debtor Insolvency Proceedings**", and, together with Judicial Proceedings, the "**Proceedings**") in accordance with the best professional standards (*massima diligenza e correttezza professionale*);

(d) to initiate any Proceedings in respect of such Claims, if necessary;

(e) to comply with the laws and regulations applicable in the Republic of Italy in carrying out activities under the Servicing Agreement (including the assignment of the fifth, the delegation of payment, the insurance policies and guarantees);

(f) to maintain effective accounting and auditing procedures so as to ensure compliance with the provisions of the Servicing Agreement;

(g) save where otherwise provided for in the Collection Policy or other than in certain limited circumstances specified in the Servicing Agreement (as, for example, in the case of out-of-court settlements), not to consent to any waiver or cancellation of or other change prejudicial to the Issuer's interests in or to the Claims and any other real or personal security or remedy under or with respect to such Loan unless it is ordered to do so by an order of a competent judicial or other authority or authorised to do so by the Issuer and the Representative of the Noteholders;

(h) whereas the Debtors claim the right of set-off in relation to those Claims arising after the dates of publication in the Official Gazzette, within the limits of article 125-*septies* of the Banking Act or those contained in the Securitisation Law in respect to those Borrowers qualifying as "consumers" pursuant to the Banking Act, to dispute the validity of that exception pursuant to article 1248, paragraph 2, of the Italian civil code and/or the Securitisation Law; and

(i) the Parties agree that the Servicer may amend the Collection Policy: (i) without any prior authorisation, provided that such amendments are required as consequence of mergers or restructuring transactions relating to the Servicer as part of the Santander Group. Such amendments must be submitted in advance to the Issuer, the Rating Agencies and the Representative of Noteholders; and (ii) in respect of limited amendments required to comply with the current procedures adopted by the Servicer and for the benefit of the Issuer with the only purpose of speed up the collections procedures and the recovery of the Claims provided that such amendments do not affect the ratings of the Senior Notes. The Servicer undertakes to submit such amendments made during the previous Collection Period to the Issuer, the Representative of Noteholders and the Rating Agencies.

Furthermore, pursuant to the Servicing Agreement, the Servicer is responsible for interpreting, considering and managing autonomously the issues arising out of the application of the Usury Regulations, by using professional due diligence. Likewise, the Servicer, in the performance of the relative collection and recovery activities, must not breach the Usury Regulations.

The Issuer has the right to inspect and take copies of the documentation and records relating to the Claims in order to verify the activities undertaken by the Servicer, provided that the Servicer has been informed reasonably in advance of any such inspection.

The Servicer has acknowledged and accepted that, pursuant to the terms of the Servicing Agreement, it will not have any recourse against the Issuer for any damages, claims, liabilities or costs incurred by it as a result of the performance of its activities under the Servicing Agreement, except as may result from the Issuer's wilful default (*dolo*) or gross negligence (*colpa grave*).

Sale of Defaulted Claims

Pursuant to the Servicing Agreement, the parties agree that for the benefit of the Noteholders and provided that the conditions set forth in the Servicing Agreement are met, (a) Santander Consumer Bank S.p.A. acting as Servicer has the right, but is not bound, to purchase those Claims which have become Defaulted Claims and (b) the Servicer may sell to third parties, on behalf and in the name of the Issuer, those Claims which have become Defaulted Claims, with no approval by the Representative of the Noteholders being necessary.

Delegation of activities

The Servicer is entitled to delegate, to one or more companies fulfilling the prerequisites set forth in the Servicing Agreement, certain activities entrusted to it as Servicer pursuant to the Servicing Agreement, as far as Defaulted Claims and Arrear Claims (as defined below) are concerned. The Servicer will remain directly responsible for the performance of all duties and obligations delegated to any such company and will be liable for the conduct of all of them.

Servicer may use the Financial Intermediary by appointing it as sub-servicers to carry out all or part of the services that it must provide as servicer under the Servicing Agreement in accordance with the servicing guidelines issued by the Bank of Italy on 23 August 2000.

This delegation of services will not effect the carrying out of, nor the responsibility for, the supervisory role attributed by law to the Servicer.

Reporting requirements

The Servicer has undertaken to prepare and submit to, *inter alios*, the Issuer, the Representative of the Noteholder, the Underwriter, the Rating Agencies, the Arranger, the Account Bank and the Computation Agent, on each Reporting Date, the Servicer Report in the form set out in the Servicing Agreement. The Servicer Reports will contain information as to the Portfolio and the Claims.

Moreover, the Servicer has undertaken to furnish to the Issuer, the Rating Agencies, the Representative of the Noteholders, the Corporate Servicer and the Computation Agent such further information as any of them may reasonably request with respect to the relevant Claims and/or the related Proceedings.

Remuneration of the Servicer

In return for the services provided by the Servicer in relation to the ongoing management of the Portfolio and as reimbursement of expenses, on each Interest Payment Date and in accordance with the applicable Priority of Payments, the Issuer will pay the Servicer the following amounts:

(a) a quarterly fee equal to 0.0625% (inclusive of VAT, where applicable) of the principal amount outstanding of the Claims (with the exception of those Claims which qualify as Defaulted Claims) on the first Business Day of the immediately preceding Collection Period, according to the information contained in the Servicer Report;

(b) a quarterly fee equal to 6% (inclusive of VAT, where applicable) of the Collections deriving from the Claims classified as Defaulted Claims (excluding any purchase price received in relation to the sale of any Defaulted Claims) during the immediately preceding Collection Period, according to the information contained in the Servicer Report; and

(c) an annual fee of € 13,000 plus VAT (to the extent applicable) payable by the Issuer on the first Interest Payment Date of each year in connection with certain compliance and consultancy services provided by the Servicer pursuant to the Servicing Agreement.

Subordination and limited recourse

The Servicer has agreed that the obligations of the Issuer under the Servicing Agreement are subordinated and limited recourse obligations and will be payable within the limits of the lowest of the amounts due by the Issuer to the Servicer and the amount which may be applied by the Issuer in making such payments in accordance with the applicable Priority of Payments.

Termination and resignation of the Servicer and withdrawal of the Issuer

The Issuer may terminate the appointment of the Servicer (*revocare il mandato*), pursuant to article 1725 of the Italian civil code, or withdraw from the Servicing Agreement (*recesso unilaterale*), pursuant to article 1373 of the Italian civil code, upon the occurrence of one of any of the following events:

(a) the Bank of Italy has proposed to the Minister of Economy and Finance to admit the Servicer to any insolvency proceeding or a request for the judicial assessment of the insolvency of the Servicer has been filed with the competent office or the Servicer has been admitted to the procedures set out in articles 74 and 76 of the Banking Act, or a resolution is passed by the Servicer with the intention of applying for such proceedings to be initiated;

(b) failure on the part of the Servicer to deliver and pay any amount due under the Servicing Agreement within five Business Days of the date on which such amount became due and payable;

(c) failure on the part of Santander Consumer Bank S.p.A., in its capacity as Servicer or otherwise, once a, respectively,

(i) 10-Business Day notice period, with respect to the termination and/or withdrawal from the Servicing Agreement, or

(ii) five-Business Day notice period, with respect to the right of the Issuer to rescind (*risolvere*) the Servicing Agreement,

has elapsed, to observe or perform in any respect any of its obligations under the Servicing Agreement, the relevant Warranty and Indemnity Agreement, the Transfer Agreement or any of the Transaction Documents to which Santander Consumer Bank S.p.A. is a party, which could jeopardise the fiduciary relationship between the Servicer and the Issuer;

(d) a representation given by Santander Consumer Bank S.p.A., in its capacity as Servicer or otherwise, pursuant to the terms of the Servicing Agreement, is verified to be inaccurate, and this could have a substantial negative effect on the Issuer and/or the Securitisation;

(e) the Servicer's Owner ceases to be the sole shareholder of Santander acting as Servicer;

(f) the Servicer changes significantly the departments and/or the resources dedicated to the recovery of the Claims and the management of the Proceedings and such change, in the reasonable opinion of the Representative of the Noteholders and the Issuer, leads to the belief that the fiduciary relationship between the Servicer and the Issuer concerning the possibility or ability of the Servicer to perform the obligations it has assumed under the Servicing Agreement has been terminated; or

(g) the Servicer does not meet the requirements provided by law or by the Bank of Italy for the entities appointed as servicer in a securitisation transaction or the Servicer does not meet any further requirement which may be requested in the future by either the Bank of Italy or any other competent authority.

Upon the occurrence of the events listed under (b), (c) or (d) above, the Issuer is also entitled to rescind (*risolvere*) the Servicing Agreement in accordance with article 1456 of the Italian civil code.

The termination of the appointment of a Servicer, prior to being communicated to the Servicer, shall be communicated by the Issuer in writing to the Rating Agencies and the Representative of the Noteholders.

Moreover, the Servicer is entitled to withdraw from the Servicing Agreement, at any time after 12 months of the Initial Execution Date, by giving at least 12 months' prior written notice to that effect to the Issuer, the Representative of the Noteholders and the Rating Agencies. Following the withdrawal of the Servicer, the Issuer shall promptly commence procedures necessary to appoint a substitute servicer.

The termination and the withdrawal of the Servicer shall be deemed to have become effective after 10 days have elapsed from the date specified in the notice of the termination or of the withdrawal or from the date falling on the day after a 12-month period has elapsed since the notice given by the Servicer to the Issuer, the Representative of the Noteholders and the Rating Agencies to resign from the servicing agreement, or from the date, if later, of the appointment of the substitute servicer.

The Issuer may appoint a substitute servicer only with the prior written approval of the Representative of the Noteholders and the Servicer, provided that the Issuer notifies the Rating Agencies of such appointment. The substitute servicer is required to have the following characteristics:

(a) it must be a bank that has been operating in the Republic of Italy for at least three years and having one or more branches in the territory of the Republic of Italy and proven experience in the Republic of Italy in the management of loans similar to the Loans; or

(b) it must be a financial intermediary registered pursuant to article 106 of the Banking Act which has:

(i) proven experience in the Republic of Italy in the management of loans similar to the Loans;

(ii) software that is compatible with that used by the replaced Servicer; and

(iii) the financial capability to perform the role of servicer; or

(c) the Back-up Servicer (as defined below).

The Issuer has undertaken to appoint as back-up servicer, within 10 Business Days of the date on which the Servicer's Owner's long-term, unsecured and unsubordinated debt obligations cease to be rated at least "Baa3" by Moody's, an entity having the characteristics listed under (a) or (b) above to replace the Servicer should the Servicing Agreement be terminated for any reason (the "**Back-up Servicer**"). The Back-up Servicer shall, *inter alia*, undertake to enter into a back-up servicing agreement substantially in the form of the Servicing Agreement and assume all duties and obligations applicable to it as set forth in the Transaction Documents. The Issuer shall notify the Representative of the Noteholders and the Rating Agencies of such appointment.

The Representative of the Noteholders has no obligation to assume the role or responsibilities of the Servicer or to appoint a substitute servicer thereof.

The Servicing Agreement is in Italian language and is governed by Italian law.

THE WARRANTY AND INDEMNITY AGREEMENT

The description of the Warranty and Indemnity Agreement set out below is a summary of certain features of such Transaction Document and is qualified in its entirety by reference to the detailed provisions of the Warranty and Indemnity Agreement. Prospective Noteholders may inspect a copy of the Warranty and Indemnity Agreement upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Paying Agent.

On the Initial Execution Date, the Issuer and the Originator entered into a warranty and indemnity agreement, as amended on 30 October 2012 and on the Subsequent Execution Date, as subsequently amended and supplemented (the "**Warranty and Indemnity Agreement**"), pursuant to which the Originator has made certain representations and warranties and agreed to give certain indemnities in favour of the Issuer in relation to the Portfolio and the Claims.

The Warranty and Indemnity Agreement contains representations and warranties by the Originator in respect of, *inter alia*, the following categories:

(i) the Loans, the Claims and the Guarantees; within this category, the Originator has represented and warranted, among other things, that:

  (a) all Assigned Debitors, Employers and relevant guarantor (being natural persons) are resident in Italy;

  (b) all Assigned Debtor, Employers and relevant guarantor (which are legal persons) are entities incorporated and having their registered office in Italy;

  (c) no Loans are or will be at any time syndicated, structured or leveraged;

  (d) no Loan is *non-performing* as at the Issue Date pursuant to the Guideline of the European Central Bank of 2 August 2012 on additional temporary measures relating to Eurosystem refinancing operations and eligibility of collateral and amending Guideline ECB/2007/9.

(ii) the consumer credit legislation (*credito al consumo*) and Claims qualification;

(iii) disclosure of information;

(iv) the Securitisation Law and article 58 of the Banking Act; and

(v) other representations.

Times for the making of the representations and warranties

All the representations and warranties referred to above shall be deemed made or repeated:

(i) on the Relevant Valuation Date;

(ii) on the Initial Execution Date and Subsequent Valuation Date;

(iii) on the Issue Date,

with reference to the then existing facts and circumstances, as if they had been made on such dates, provided, however, that the representations and warranties referring to a Transaction Document entered into after the date hereof are deemed made or repeated on the date of execution of such Transaction Document and on the Issue Date, in any case with reference to the then existing facts and circumstances, as if they had been made on such dates.

Pursuant to the Warranty and Indemnity Agreement, the Originator has agreed to indemnify and hold harmless the Issuer, its officers, agents or employees or any of its permitted assignees or the Representative of the Noteholders from and against any and all damages, losses, claims, liabilities, costs and expenses awarded against or incurred by the Issuer or any of the other foregoing persons arising from*, inter alia*, any default by the Originator in the performance of any of its obligations under the Warranty and Indemnity Agreement or any of the other Transaction Documents or any representations and/or warranties made by the Originator thereunder or being false, incomplete or incorrect.

The Originator has also agreed to indemnify and hold harmless the Issuer, its officers, agents or employees or any of its permitted assignees or the Representative of the Noteholders from and against any and all damages, losses, claims, liabilities, costs and expenses awarded against or incurred by it arising out of*, inter alia*, the application of the Usury Law to any interest accrued on any Loans. If the contractual provisions obliging the Debtor to pay interest on any Loan at any time become null and void as a result of a breach of the provisions of the Usury Law, then the Originator's obligation to indemnify the Issuer shall also cover the amount of any interest (including default interest) which would have accrued on such Loans up to full repayment of the same.

The Originator will also indemnify the Issuer for any loss deriving from the failure of the terms and conditions of any Loan to comply with the provisions of articles 1345 and 1283 or article 1346 of the Italian civil code.

Moreover, the Warranty and Indemnity Agreement provides that, in the event of a misrepresentation or a breach of any of the representations and warranties made by the Originator under the Warranty and Indemnity Agreement, which materially and adversely affects the value of one or more Claims or the interest of the Issuer in such Claims, and such misrepresentation or breach is not cured, whether by payment of damages or indemnification or otherwise, by the Originator within a period of 30 days of receipt of a written notice from the Issuer to that effect (the "**Cure Period**"), the Issuer has the option, pursuant to article 1331 of the Italian civil code, to assign and transfer to the Originator all of the Claims affected by any such misrepresentation or breach (the "**Affected Claims**"). The Issuer will be entitled to exercise the put option by giving to the Originator, at any time during the period commencing on the Business Day immediately following the last day of the Cure Period and ending on the day which is 120 days after such Business Day, written notice to that effect (the "**Put Option Notice**").

The Originator will be required to pay to the Issuer, within 10 Business Days of the date of receipt by the Originator of the Put Option Notice, an amount calculated, *mutatis mutandis*, in accordance with the same terms and conditions set out in clause 7.1 of the Transfer Agreement.

The Warranty and Indemnity Agreement provides that, notwithstanding any other provision of such agreement, the obligations of the Issuer to make any payment thereunder shall be equal to the lowest of the nominal amount of such payment and the amount which may be applied by the Issuer in making such payment in accordance with the applicable Priority of Payments. The Originator acknowledges that the obligations of the Issuer contained in the Warranty and Indemnity Agreement will be limited to such sums as previously mentioned and that it will have no further recourse to the Issuer in respect of such obligations.

The Warranty and Indemnity Agreement is in Italian language and is governed by Italian law.

THE OTHER TRANSACTION DOCUMENTS

The description of the Transaction Documents set out below is a summary of certain features of such Transaction Documents and is qualified in its entirety by reference to the detailed provisions of such Transaction Documents. Prospective Noteholders may inspect a copy of such Transaction Documents upon request at the Specified Offices of, respectively, the Representative of the Noteholders and the Paying Agent.

The Corporate Services Agreement

Under an agreement dated the Signing Date and amended on the Subsequent Signing Date (the "**Corporate Services Agreement**") between the Issuer, Bourlot Gilardi Romagnoli e Associati, as corporate services provider, and the Representative of the Noteholders, Bourlot Gilardi Romagnoli e Associati has agreed to provide certain corporate administration and secretarial services to the Issuer. The services will include the safe - keeping of the documents pertaining to the meetings of the Issuer's quotaholders, directors and auditors and of the Noteholders, maintaining the quotaholders' register, preparing tax and accounting records, preparing the Issuer's annual financial statements and liaising with the Representative of the Noteholders.

Under the Corporate Services Agreement, the Corporate Services Provider may delegate its duties and obligations as Corporate Services Provider to a third party.

In the context of the Previous Transactions, the Issuer had already appointed Bourlot Gilardi Romagnoli e Associati, as corporate services provider to provide, *inter alia*, certain corporate administration and secretarial services to the Issuer.

The Corporate Services Agreement is in English language and is governed by Italian law.

The Stichtingen Corporate Services Agreement

Pursuant to a Stichtingen corporate services agreement dated the Signing Date and amended on the Subsequent Signing Date between the Issuer, Wilmington Trust SP Services (London) Limited, the Representative of the Noteholders, Stichting Turin and Stichting Po River (the "**Stichtingen Corporate Services Agreement**"), the Stichtingen Corporate Services Provider has agreed to provide certain management, administrative and secretarial services to Stichting Turin and Stichting Po River. These services will include the safe - keeping of the documentation pertaining to the meetings of the Stichtingen's directors, maintaining the necessary registrations and preparing, keeping and, upon request, auditing of the accounts of the Stichtingen. The Stichtingen Corporate Services Provider may be replaced by the Stichtingen, subject to certain conditions and to the prior written consent of the Representative of the Noteholders.

In the context of the Previous Transactions, the Issuer had already appointed Wilmington Trust SP Services (London) Limited as Stichtingen corporate services provider to provide, *inter alia*, certain management, administrative and secretarial services to Stichting Turin and Stichting Po River.

The Stichtingen Corporate Services Agreement is in English language and is governed by Italian law.

The English Deed of Charge and Assignment

Pursuant to an English law deed of charge and assignment (the "**English Deed of Charge and Assignment**") executed on or around the Initial Issue Date and amended on or around the Subsequent Issue Date, the Issuer will grant in favour of the Representative of the Noteholders for itself and as security trustee for the Noteholders and the other Issuer Secured Creditors, *inter alia*, an English law

charge over (i) (a) the Accounts (other than the Payments Account), all its present and future right, title and interest in or to the Accounts (other than the Payments Account) and all amounts (including interest) now or in the future standing to the credit of, or accrued or accruing on the Accounts (other than the Payments Account) and (b) all its present (if any) and future right, title and interest in or to the cash, the debt securities or other debt instruments from time to time purchased by or on behalf of the Issuer pursuant to the Issuer Account Bank Agreement or to any monies deriving therefrom standing to the credit of any of the Accounts (other than the Payments Account); (ii) an English law assignment by way of security of all the Issuer's rights, title, interest and benefit present and future in, to, and under the Issuer Account Bank Agreement and all other present and future contracts, agreements, deeds and documents governed by English law to which the Issuer is or may become a party in relation to the Notes, the Claims and the Portfolio; and (iii) a floating charge over all of the Issuer's assets which are subject to the charge and assignments described under (i) and (ii) above and not effectively assigned or charged by way of first fixed charge or assignment thereunder.

To the extent that money-market funds constituting any Eligible Investments purchased from time to time by or on behalf of the Issuer pursuant to the Issuer Account Bank Agreement are held for the account of the Issuer with a third party, the English law security created by the English Deed of Charge and Assignment will not confer a proprietary interest in such Eligible Investments so held.

The English Deed of Charge and Assignment is in English language and is governed by English law.

The Intercreditor Agreement

Pursuant to an agreement dated the Signing Date and amended on the Subsequent Signing Date between the Issuer, the Representative of the Noteholders on its own behalf and on behalf of the Noteholders, the Paying Agent, the Computation Agent, the Account Bank, the Underwriter, Santander (in any capacity), the Corporate Services Provider, the Stichtingen Corporate Services Provider, the Arrange and the Servicer (the "**Intercreditor Agreement**"), provision has been made as to the application of the proceeds of collections in respect of the Claims and as to the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Claims. The Intercreditor Agreement also sets out the order of priority for payments to be made by the Issuer in connection with the securitisation transaction contemplated in the First Prospectus and in this Prospectus.

Pursuant to the Intercreditor Agreement, following the service of an Issuer Acceleration Notice, the Representative of the Noteholders will be entitled (as an agent of the Issuer and to the extent permitted by applicable laws), until the Notes have been repaid in full or cancelled in accordance with the Conditions, to take possession of all Collections and of the Claims and to sell or otherwise dispose of the Claims or any of them in such manner and upon such terms and at such price and such time or times as the Representative of the Noteholders shall, in its absolute discretion, deem appropriate and to apply the proceeds in accordance with the Post-Enforcement Priority of Payments.

The Intercreditor Agreement is in English language and is governed by Italian law.

The Italian Deed of Pledge

Pursuant to an Italian law deed of pledge (the "**Italian Deed of Pledge**") executed on or around the Signing Date and amended on the Subsequent Signing Date, between the Issuer and the Representative of the Noteholders (acting on its own behalf and on behalf of the other Issuer Secured Creditors), the Issuer will grant, concurrently with the issue of the Series 1 Notes and Series 2 Notes, in favour of the Representative of the Noteholders for itself and on behalf of the Noteholders and the other Issuer Secured Creditors, an Italian law pledge over all monetary claims and rights and all the amounts (including payment for claims, indemnities, damages, penalties, credits and guarantees) to which the Issuer is entitled from time to time pursuant to the Italian Law Transaction Documents (other than the Mandate Agreement, the Conditions and the Italian Deed of Pledge).

The Issuer Secured Creditors have appointed the Representative of the Noteholders as their agent with respect to the rights and obligations arising from the Italian Deed of Pledge.

The Italian Deed of Pledge is in Italian language and is governed by Italian law.

The Mandate Agreement

Pursuant to the terms of a mandate agreement dated the Signing Date and amended on the Subsequent Signing Date (the "**Mandate Agreement**"), the Representative of the Noteholders is empowered to take such action in the name of the Issuer, following the delivery of an Issuer Acceleration Notice, as the Representative of the Noteholders may deem necessary to protect the interests of the Noteholders and the Other Issuer Creditors.

The Mandate Agreement is in Italian language and is governed by Italian law.

The Shareholders' Agreement

Pursuant to a shareholders' agreement dated the Signing Date and amended on the Subsequent Signing Date between Santander, the Stichtingen and the Representative of the Noteholders (the "**Shareholders' Agreement**"), the quotaholders of the Issuer have agreed certain obligations concerning the appointment of directors and, *inter alia*, any disposal of the equity capital of the Issuer.

The Shareholders' Agreement, *inter alia*, also contains provisions in relation to the management of the Issuer.

The Shareholders' Agreement provides that no quotaholder of the Issuer will approve the payment of any dividends, or any repayment or return of capital by the Issuer, prior to the date on which all amounts of principal and interest on the Notes and all sums due to the other Issuer Secured Creditors have been paid in full.

In the context of the Previous Programme 2004, pursuant to an agreement between the Issuer, Santander, the Stichtingen and the Representative of the Noteholders (the "**Previous Shareholders' Agreement**"), the quotaholders of the Issuer have agreed certain obligations concerning the management of the Issuer. Pursuant to the Previous Shareholders' Agreement, the parties agreed to grant to Santander an option to purchase 30% of the equity capital of the Issuer, subject to certain conditions. In accordance with the Shareholders' Agreement, the exercise by Santander of the above-mentioned option is subject to additional conditions.

The Shareholders' Agreement is in Italian language and is governed by Italian law.

The Letter of Undertaking

Pursuant to a letter of undertaking (the "**Letter of Undertaking**") executed by the Issuer, Santander and the Representative of the Noteholders on the Signing Date and amended on the Subsequent Signing Date, Santander has undertaken to provide the Issuer with all necessary monies (in any form of financing agreed between the Issuer and Santander, for example, by way of a limited recourse loan, the repayment of which is effected in compliance with item (xvi)(B) of the Pre-Enforcement Priority of Payments or, as the case may be, item (x)(B) of the Post-Enforcement Priority of Payments), in order for the Issuer to pay any losses, costs, expenses or liabilities in respect of:

(a) any tax expenses or tax liability which the Issuer is at any time obliged to pay other than: (i) any withholding tax at any time applicable in respect of either the Notes or the Previous Notes; (ii) any withholding tax applicable in respect of the Accounts (other than by reason of a change in law or the interpretation or administration thereof since the Issue Date and provided that it cannot be avoided by the Issuer), any other bank account opened in the context of the Previous

Transactions, the Eligible Investments (other than by reason of a change in law or the interpretation or administration thereof since the Issue Date and provided that it cannot be avoided by the Issuer) and the financial instruments which meet the definition of "Eligible Investments" in the context of the Previous Transactions; (iii) any VAT due in respect of the Transaction Documents (other than by reason of a change in law or the interpretation or administration thereof since the Issue Date) and the Previous Transactions Documents or the purchase of services or goods by the Issuer; (iv) any tax applicable in respect of the Transaction Documents and the Previous Transactions Documents; and (v) any court tax applicable to the Issuer, other than those provided for by the Servicing Agreement;

(b) any other costs, charges or liabilities arising in connection with regulatory or supervisory requirements (including as a result of any change of law or regulation or interpretation or administration thereof since the Issue Date) but excluding any amounts payable by the Issuer under the Transaction Documents and the Previous Transactions Documents (including, for the avoidance of doubt, any amount due and payable under the Notes or the Previous Notes); and

(c) any other costs, charges or liabilities which may affect the Issuer (other than losses, costs, expenses or liabilities in respect of the normal day-to-day operating costs of the Issuer) and which are not directly related to the securitisation of the Claims or the claims purchased by the Issuer in the context of the Previous Transactions,

but, in each case, with the exception of any losses, costs, expenses or liabilities borne by the Issuer as a consequence of events or situations caused by the fraudulent or negligent conduct of the Issuer or of any other third party (other than Santander in its capacities in the context of the Securitisation and the Previous Transactions) which provides any services in relation to any of the Transaction Documents or any of the Previous Transactions Documents.

In addition, Santander has undertaken to ensure that the Issuer is not wound up by reason of the Issuer's equity capital falling below the minimum equity capital required from time to time by Italian law, as a result of any losses, costs, expenses or liabilities arising in respect of paragraph (a), (b) or (c) above in respect of which Santander is obliged to provide the Issuer with a financing as indicated above.

Prospective Noteholders' attention is drawn to the fact that the Letter of Undertaking does not and will not constitute a guarantee by Santander or any of the quotaholders of the Issuer of any obligation of a Borrower or the Issuer.

The Letter of Undertaking is in Italian language and is governed by Italian law.

Subordinated Loan Agreement

Pursuant to the terms of a subordinated loan agreement dated the Signing Date and amended on the Subsequent Signing Date (the "**Subordinated Loan Agreement**") between the Issuer and the Subordinated Loan Provider, the Subordinated Loan Provider has granted to the Issuer a subordinated loan in an aggregate amount equal to € 54,418,925 (the "**Subordinated Loan**").

The Subordinated Loan will be repaid in accordance with the applicable Priority of Payments.

A portion of the Subordinated Loan has been drawn down by the Issuer on the Initial Issue Date (as defined below) and an amount equal to € 30,232,925 has been credited to the Cash Reserve Account whilst an amount equal to € 24,186,000 has been credited to the Liquidity Reserve Account.

The Subordinated Loan will accrue interest at a rate equal to Euribor (as defined in the Subordinated Loan Agreement) plus a margin. Interest accrued on the Subordinated Loan will be payable quarterly, in arrears and in accordance with the applicable Priority of Payments.

The Subordinated Loan Agreement is in Italian language and is governed by Italian law.

The other Transaction Documents

For a description of the Transfer Agreement, see "*The Transfer Agreement*" above. For a description of the Servicing Agreement, see "*The Servicing Agreement*" above. For a description of the Warranty and Indemnity Agreement, see "*The Warranty and Indemnity Agreement*" above. For a description of the Agency and Accounts Agreement, see "*The Agency and Accounts Agreement*" above.

ESTIMATED WEIGHTED AVERAGE LIFE OF THE SERIES 2 SENIOR NOTES AND ASSUMPTIONS

The expected average life of the Series A2 Notes and the Series B2 Notes cannot be predicted as the actual rate at which the Loans will be repaid and a number of other relevant factors are unknown.

Calculated estimates as to the expected average life of the Series A2 Notes and the Series B2 Notes can be made based on certain assumptions. These estimates have certain inherent limitations. No representations are made that such estimates are accurate, that all assumptions relating to such estimates have been considered or stated or that such estimates will be realised.

The table below shows the expected average life of the Series A2 Notes and the Series B2 Notes based on the following assumptions:

(a) that the Loans are subject to a constant rate of prepayment as shown in the table below;

(b) that no Loans are sold by the Issuer and no Loans are renegotiated by the Issuer;

(c) that the Loans continue to be fully performing;

(d) that the clean-up call option will be exercised in accordance with the Transfer Agreement and Condition 7(e) (*Optional redemption*);

(e) that no Issuer Acceleration Notice is served and no optional redemption for taxation, legal or regulatory reasons under Condition 7(f) occurs.

Constant Prepayment Rate in %	Expected Average Life of Series A2 Notes (years)	Expected Average Life of Series B2 Notes (years)
0	2.81	6.04
5	2.67	5.69
10	2.55	5.37
15	2.44	5.07
20	2.36	4.78
25	2.29	4.52
30	2.23	4.27
35	2.17	4.06

Assumption (a) above is stated as an average annualised prepayment rate as the prepayment rate for one Interest Period may be substantially different from that for another. The constant prepayment rates shown above are purely illustrative and do not represent the full range of possibilities for constant prepayment rates.

Assumption (c) above relates to circumstances which are not predictable.

The average lives of the Series A2 Notes and the Series B2 Notes are subject to factors largely outside of the Issuer's control and consequently no assurance can be given that the assumptions and estimates above will prove in any way to be realistic and they must therefore be viewed with considerable caution.

SELECTED ASPECTS OF ITALIAN LAW

The following is a summary only of certain aspects of Italian Law that are relevant to the transactions described in this Prospectus and of which prospective Noteholders should be aware. It is not intended to be exhaustive and prospective Noteholders should also read the detailed information set out elsewhere in this Prospectus.

THE SECURITISATION LAW

The Securitisation Law

The Securitisation Law was enacted on 30 April 1999 and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in the Republic of Italy.

It applies to securitisation transactions involving the "true" sale (by way of non-gratuitous assignment) of claims, where the sale is to a company created in accordance with Article 3 of the Securitisation Law and all amounts paid by the assigned debtors in respect of the claims are to be used by the relevant company exclusively to meet its obligations under the notes issued to fund the purchase of such claims and all costs and expenses associated with the securitisation transaction. Law 9/2014 introduces certain amendments to the Securitisation Law to the purpose of improving the Securitisation Law by granting additional legal benefits to the entities involved in the securitisation transactions in Italy and better clarifying certain provisions of the Securitisation Law. In particular, Law 9/2014 provides, *inter alia*, that:

1. the companies incorporated as special purpose vehicles pursuant to Article 3 of the Securitisation Law are entitled to open segregated accounts ("*conti correnti segregati*") with the depositary bank or with the servicers of securitisation transactions as better described below.
2. the servicers and the sub-servicers are entitled to open segregated accounts ("*conti correnti segregati*") with banks as better described below;
3. the assigned debtors in securitisation transactions shall not be entitled to exercise any set-off between the amounts due by them under the assigned claims and their claims arisen after the date of publication in the Official Gazette of the notice of transfer of the relevant portfolio or the date certain at law ("*data certa"*) on which the relevant purchase price has been paid;
4. payments made by assigned debtors under securitised claims are not subject to the declaration of ineffectiveness pursuant to Article 65 of the Bankruptcy Law; and
5. assignment of receivables in the context of a securitization transaction governed by the Securitisation Law are not subject to the discipline set forth in articles 69 and 70 of the Royal Decree n. 2440 dated 18 November 1923 nor to other rules requiring for additional or further formalities than those required by the Securitisation Law.

THE ASSIGNMENT

The assignment of the claims under Law 130 is governed by Article 58, paragraphs 2, 3 and 4, of the Banking Act and by Article 4 of Law 130. According to the prevailing interpretation of such provisions, the assignment can be perfected against the originator, assigned debtors and third party creditors by way of publication of the relevant notice in the Official Gazette and registration in the company's register, so avoiding the need for notification to be served on each assigned debtor.

Upon compliance with the formalities set forth by the Securitisation Law, the assignment becomes enforceable against:

(a) the assigned debtors and any creditors of the originator who have not prior to the date of publication of the notice in the Official Gazette and registration of the assignment in the register of companies where the assignee is enrolled commenced enforcement proceedings in respect of the relevant claims;

(b) the liquidator or any other bankruptcy officials of the assigned debtors (so that any payments made by an assigned debtor to the purchasing company may not be subject to any claw-back action according to Article 67 of Italian Royal Decree No. 267 of 16 March 1942 (*Disciplina del fallimento, del concordato preventivo e della liquidazione coatta amministrativa*) (the "**Bankruptcy Law**"); and

(c) other permitted assignees of the originator who have not perfected their assignment prior to the date of publication in the Official Gazette and the registration of the assignment in the register of companies where the assignee is enrolled,

provided that transfer of the Initial Claims arising from CQ Loans whose Employer is a public entity (since occurred prior to the entry into force of Law 9/2014), will become enforceable as towards the relevant Employer only upon execution of the additional formalities required by law (for further details, please see section "*Risk Factors- Enforceability of the transfer of the Salary Assignments related to the Initial Claims vis-a-vis public entities*"), whereas the transfer of the Subsequent Claims will not require such additional formalities pursuant to the recent amendment to Securitisation Law under Law 9/2014.

The benefit of any privilege, guarantee or security interest guaranteeing or securing repayment of the assigned claims will automatically be transferred to and perfected with the same priority in favour of the company which has purchased the claims, without the need for any formality or annotation.

As from the date of publication of the notice of the assignment in the Official Gazette and registration of the assignment in the register of companies where the assignee is enrolled, no legal action may be brought against the claims assigned or the sums derived therefrom other than for the purposes of enforcing the rights of the holders of the notes issued for the purpose of financing the acquisition of the relevant claims and to meet the costs of the transaction.

Notice of the assignment of the Initial Claims and the Subsequent Claims pursuant to the Transfer Agreement has been published respectively in the Official Gazette n. 111 on 20 September 2012 and Official Gazette No. 64 on 31 May 2014 and filed for publication in the companies' register of Turin respectively on 26 September 2012 and on 5 June 2014.

RING-FENCING OF THE ASSETS

By operation of Law 130, the claims (once, and until, the amounts deriving therefrom are credited to one of the accounts opened in the name of the company purchasing the claims) relating to each securitisation transaction will, by operation of law, be segregated for all purposes from all other assets of the company which purchases the claims (including for the avoidance of doubt, any other portfolio purchased by the company pursuant to Law 130). On a winding up of such a company, such assets will only be available to holders of the notes issued to finance the acquisition of the relevant claims and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant assets. In addition, the assets relating to a particular securitisation will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the issuer company. However, under Italian law, any creditor of the Issuer would be able to commence insolvency or winding up proceedings against the company in respect of any unpaid debt.

In addition to the above, it should be noted that, pursuant to the amendments introduced by Law 9/2014 into the Securitisation Law, it has been provided for that *inter alia*:

(i) the companies incorporated as special purpose vehicles pursuant to Article 3 of the Securitisation Law are entitled to open segregated accounts ("conti correnti segregati") with the depositary bank

or with the servicers of securitisation transactions, on which the amounts paid by the assigned debtors as well as any other amount due to the relevant special purpose vehicle under the securitisation may be credited. The amounts credited into such accounts will be segregated from the assets of the relevant servicer with which they have been opened and may be utilized only to fulfil the obligations of the relevant special purpose vehicle against the noteholders and the other creditors under the securitisation, and to pay the expenses to be borne in connection with the securitisation. Should any proceeding under Title IV of the Consolidated Banking Act, or any other insolvency procedure or restructuring agreement ("accordi di ristrutturazione dei debiti") apply to the relevant servicer or depositary bank, the amounts credited on such segregated accounts (i) will be deemed as being outside of the servicer or depositary bank's estate, (ii) will not be subject to the suspension of payments and (iii) will be returned to the special purpose vehicle in accordance with the provisions of the relevant agreement and in any case prior to any distribution to be made thereunder; and

(ii) the servicers and the sub-servicers are entitled to open segregated accounts ("*conti correnti segregati*") with banks into which the amounts received from the assigned debtors on behalf of the special purpose vehicle may be credited. The creditors of the relevant servicer or sub-servicer may exercise claims only in respect of the amounts credited on such accounts that exceed the amounts due to the relevant special purpose vehicle. Should any insolvency procedure or restructuring agreement ("*accordo di ristrutturazione dei debiti"*) apply to the relevant servicer or sub-servicer, the amounts credited on such segregated accounts will be deemed as being outside of the servicer's or sub-servicer's estate and will be returned to the special purpose vehicle in accordance with the provisions of the relevant agreement and in any case prior to any distribution to be made thereunder.

However, given the recent introduction of such amendments and in the absence of official interpretations and/or implementing rules, as of the date of this Prospectus, it is not clear if whether any particular formalities are required to be performed in order to open and manage segregated accounts and in this respect it is not possible to assess precisely whether the Issuer would benefit from segregation of the accounts as provided under Law 9/2014. It is not therefore certain whether, in case of insolvency of the Servicer, the Collections held by the Servicer would be successfully ring-fenced and protected from any freezing of the Servicer's assets. In particular, it should be noted that, if particular formalities are required in order to open such segregated accounts and such formalities are not carried out in this Transactions, this Transaction would not benefit from the provisions described above.

FINANCIAL INTERMEDIARIES

The Loans to which the Claims comprised in the Portfolio relate, were granted and managed by Santander through the Financial Intermediary enrolled in the register held by the Bank of Italy pursuant to Article 106 and 107 of the Banking Act (see further details in the section "**The Portfolio**" ").

The legal relationship existing between Santander and the Financial Intermediary is a contractual one. More precisely, the Financial Intermediary acts as "*mandatario con rappresentanza*" of Santader. A "mandatario" is a party which, under a mandate agreement, undertakes to perform certain acts on behalf of the party (the "*mandante*") which grants the mandate to it. In order to facilitate the carrying out of the transactions by the mandatario on behalf of the mandante, the mandatario may be granted the power to represent the mandante as its "*rappresentante*" (that is, to carry out acts in the name of the mandante, that produce legal effects directly on the mandante itself). The Financial Intermediary has been given the power to represent Santander as their rappresentante by way of execution of a notarised mandate under which the Financial Intermediary has the power to grant and manage the Loans on behalf and in the name of Santander.

Under the Servicing Agreement the Issuer and the Servicer have agreed that the Servicer may continue to use the Financial Intermediary by appointing it as sub-servicers to carry out all or part of the services

that it must provide as servicer under the Servicing Agreement in accordance with the servicing guidelines issued by the Bank of Italy on 23 August 2000.

This delegation of services will not effect the carrying out of, nor the responsibility for, the supervisory role attributed by law to the Servicer.

Therefore, the Servicer will remain responsible for the actions of the Financial Intermediary in accordance with the above guidelines and, notwithstanding the appointment of a Sub-Servicer, the Servicer shall in the interest of the Noteholders comply with all the requirements provided for by the Bank of Italy in order to ensure the segregation of the Collections.

SALARY ASSIGNMENTS LOANS (*CESSIONI DI QUINTO DELLO STIPENDIO*)

The granting of loans having as collateral a Salary Assignment constitutes a specific type of financing offered by credit institutions or insurers. The Employer is obliged with a Salary Assignment by virtue of law and of contract, to retain a part of the employee's salary and to send it directly to the lending institution.

The Salary Assignments are regulated by (i) the general provisions of the Italian civil code; and (ii) special legislation.

The provisions of Article 1260 of the Italian civil code state that creditors may transfer, whether for consideration or without, any claims they might have (except for those claims that are of a strictly personal nature or are not permitted by law), even without the consent of the assigned debtor. The assignement becomes enforceable *vis-à-vis* the assigned debtor at the moment it is accepted by the assigned debtor or it has been notified to him through a notice bearing an indisputable date.

The same requirement is provided for by Presidential Decree No. 180 of 5 January 1950 (the "**Salary Assignment Act**" ").

Special Legislation Provisions

Pursuant to the Salary Assignment Act, employees of the State and of other public entities and administrations may be granted loans which are to be repaid through assignment of up to one fifth of their future net monthly salaries and for a term of not more than 10 years.

The Salary Assignment Act provides for a number of requirements to be met in order for the employees to be granted a loan assisted by a Salary Assignment.

Loans assisted by a Salary Assignment can be only granted by any of the subjects listed under article 15 of the Salary Assignment Act (see *Special Legislation Provisions*, above), such subjects being (i) the credit and provident institutions (*istituti di credito e di previdenza*) set up between employees and wage earners of public entities, (ii) the National Insurance Institution (*Istituto Nazionale delle Assicurazioni*), (iii) the insurance companies legally operating (*le società di assicurazione legalmente esercenti*), (iv) the institutions and the companies exercising lending activity, but excluding those incorporated as general partnership (*in nome collettivo*) and limited partnership (*in accomandita semplice*), (v) the savings bank (*casse di risparmio*) and (vi) the pawn agencies (*monti di credito su pegno*).

Among the requirements under the Salary Assignment Act, it is provided that the risks relating to:

(a) death of the debtor;

(b) termination of the employment contract for whatever reason, where there is no right to receive pension, indemnities or other contributions or where such rights are insufficient to repay the personal loans; and

(c) reduction of the salary payment shall be alternatively guaranteed by:

(i) the *Istituto Nazionale di Previdenza Sociale* ("**INPS**"); or

(ii) insurance companies.

In the event of termination of the employment for whatever reason, the Salary Assignment extends to the rights to receive pension payments or other forms of indemnities.

DELEGATION OF PAYMENT LOANS

An increasingly common type of financing in the Republic of Italy is represented by the granting of personal loans to individuals, repayable by way of Delegation of Payment (*Delegazione di Pagamento*). Under such Delegations of Payment, the employer of the relevant borrower is obliged, by virtue of law and of contract, to retain a part of the employee's salary and to send it directly to the lending institution.

The Delegations of Payment are regulated by general provisions of the Italian civil code, by the Salary Assignment Act and, with reference to Delegation of Payment Loans granted to Borrowers who are public employees, by the provisions set under Circulars of the Minister of Treasury No. 46 of 8 August 1995 and No. 63 of 16 October 1996 (collectively, the "**Circulars**").

Italian Civil Code Provisions

Article 1269 of the Italian civil code provides that a debtor (*delegante*) may delegate another party (*delegato*) to perform payments on his behalf to the relevant creditor (*delegatario*).

A contract whereby one party binds itself to accomplish one or more legal transactions for the account of another, such as a delegation of payment, is defined as a mandate under Article 1703 of the Italian civil code.

Furthermore, pursuant to Article 1723, second paragraph, of the Italian civil code, if a mandate is granted also in the interest of a third party, such mandate is irrevocable. Accordingly, the Employer which has accepted the Delegations of Payment, in the form of a mandate to make payments on behalf of the Debtor, also in the interest of the Lender, would be obliged thereunder to make payments to the Lender until the payment obligations of the debtor are fulfilled and the mandate is therefore extinguished.

PROVISIONS SET UNDER THE CIRCULARS

Pursuant to the Circulars, employees of the State and of other public entities and administrations (the "**Public Employees**") may be granted loans which are to be repaid through Delegations of Payment, subject to the same limits applicable in the case of Salary Assignments.

According to the Circulars, delegations of payment in connection with loans granted to public employees can be issued only subject to, *inter alia*, the lending institution to which the payments are made (the *delegatario*):

(i) being any of the subjects listed under article 15 of the Salary Assignment Act (see *Special Legislation Provisions*, above), and

(ii) having entered in advance a specific agreement (*Convenzione*) with the relevant Public Entity setting out the costs to be borne by the Public Entity, such costs to be equal to the costs of the human and informatic resources to be used.

TAXATION IN THE REPUBLIC OF ITALY

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Series 2 Senior Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. This summary will not be updated by the Issuer after the Subsequent Issue Date to reflect changes in laws after the Subsequent Issue Date and, if such a change occurs, the information in this summary could become invalid.

Prospective purchasers of the Series 2 Senior Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Series 2 Senior Notes.

Tax treatment of the Series 2 Senior Notes

Italian legislative decree No. 239 of 1 April 1996, as subsequently amended ("**Decree 239**"), provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from the Series 2 Senior Notes.

Italian resident Senior Noteholders

Where an Italian resident Senior Noteholder is (i) an individual (unless he has opted for the application of the *risparmio gestito regime* – see under "*Capital gains tax*" below – where applicable); (ii) a partnership (other than *società in nome collettivo*, *società in accomandita semplice* or a similar partnership), de facto partnerships not carrying out commercial activities and professional associations; (iii) a public and private entity (other than a company) and trust not carrying out commercial activities; or (iv) an investor exempt from Italian corporate income taxation, interest (including the difference between the redemption amount and the issue price), premium and other income relating to the Series 2 Senior Notes, accrued during the relevant holding period, are subject to an *imposta sostitutiva*, levied at the rate of 20 per cent. (rising to 26 per cent. as of 1 July 2014 according to Law Decree No. 66/2014 ("**Decree 66/2014**") to be converted into Law by 23 June 2014).

If the Senior Noteholders described under (i) or (iii) above are engaged in an entrepreneurial activity to which the Series 2 Senior Notes are connected, the *imposta sostitutiva* applies as a provisional tax and may be deducted from the income tax due.

Where an Italian resident Senior Noteholder is a company or similar commercial entity or a permanent establishment in Italy, to which the Series 2 Senior Notes are effectively connected, of a non-Italian resident entity and the Series 2 Senior Notes are deposited with an authorised intermediary, interest (including the difference between the redemption amount and the issue price), premium and other income from the Series 2 Senior Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Senior Noteholder's income tax return and are therefore subject to ordinary Italian corporate taxation (and, in certain circumstances, depending on the "status" of the Senior Noteholder, also to IRAP – the regional tax on productive activities).

Payments of interests (including the difference between the redemption amount and the issue price), premiums or other proceeds in respect of the Series 2 Senior Notes, deposited with an authorised intermediary, made to Italian real estate investment funds (the "**Italian Real Estate Fund**"), are subject neither to substitute tax nor to any other income tax in the hands of the real estate investment fund. A withholding tax may apply in certain circumstances at the rate of up to 20 per cent. (rising to 26 per cent.

as of 1 July 2014 according to Decree 66/2014 to be converted into Law by 23 June 2014) on distributions made by Italian Real Estate Funds and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in the Italian Real Estate Fund owning more than 5 per cent of the fund's units.

Where an Italian resident Senior Noteholder is an Italian open-ended or a closed-ended investment fund ("**Fund**") or a *società d'investimento a capitale variabile* ("**SICAV**") and the Series 2 Senior Notes are deposited with an authorised intermediary, interest (including the difference between the redemption amount and the issue price), premium and other income relating to the Series 2 Senior Notes are subject neither to substitute tax nor to any other income tax in the hands of the Fund. A withholding tax may apply in certain circumstances at the rate of up to 20 per cent. (rising to 26 per cent. as of 1 July 2014 according to Decree 66/2014 to be converted into Law by 23 June 2014) on distributions made by the Fund or SICAV.

Where an Italian resident Senior Noteholder is a pension fund (subject to the regime provided for by article 17 of Italian legislative decree No. 252 of 5 December 2005, as subsequently amended, "**Italian Pension Fund**") and the Series 2 Senior Notes are deposited with an authorised intermediary, interest (including the difference between the redemption amount and the issue price), premium and other income relating to the Series 2 Senior Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to an 11 per cent substitute tax.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* ("**SIMs**"), fiduciary companies, *società di gestione del risparmio* ("**SGRs**"), stockbrokers and other entities identified by a decree of the Ministry of Finance (each an "**Intermediary**"). An Intermediary must (i) be resident in Italy or a permanent establishment in Italy of a non-Italian resident financial intermediary; and (ii) intervene, in any way, in the collection of interest or in the transfer of the Series 2 Senior Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Series 2 Senior Notes includes any assignment or other act, either with or without consideration, which results in a change in the ownership of the relevant Series 2 Senior Notes or a transfer of the Series 2 Senior Notes to another deposit or account held with the same or another Intermediary.

Where the Series 2 Senior Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by the intermediary paying interest to a Senior Noteholder (or by the Issuer, should the interest be paid directly by the latter).

Non-Italian resident Senior Noteholders

Where the Senior Noteholder is a non-Italian resident without a permanent establishment in Italy to which the Series 2 Senior Notes are effectively connected, an exemption from the *imposta sostitutiva* applies, provided that the non-Italian resident beneficial owner is either (i) resident, for tax purposes, in a country which allows for a satisfactory exchange of information with Italy (the "**White List States**"); (ii) an international body or entity set up in accordance with international agreements which has entered into force in Italy; (iii) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (iv) an institutional investor which is incorporated in a White List State, even if it is not subject to income tax therein.

White List States are currently identified by Ministerial Decree of 4 September 1996. However, once the provisions introduced by Law 24 December 2007 No. 244 affecting the regime described above become effective, non-Italian resident beneficial owners of the Series 2 Senior Notes, without a permanent establishment in Italy to which the Series 2 Senior Notes are effectively connected, will not be subject to the substitute tax on interest, premium and other income, provided that the non-Italian beneficial owners are resident in countries included in the forthcoming Ministerial Decree (the "**Decree**") that allow an adequate exchange of information with the Italian Tax Authorities. The list of countries included in the above-mentioned Decree to be issued will become effective as of the tax period following the one in

which the Decree will be enacted. For the five years starting on the date of publication of the Decree in the Official Gazette, States and territories that are not included in the current black - lists set forth by Ministerial Decrees of 4 May 1999, 21 November 2001 and 23 January 2002 nor in the current white list set forth by Ministerial Decree of 4 September 1996 are deemed to be included in the new white - list.

In order to ensure gross payment, non-Italian resident Senior Noteholders must be the beneficial owners of the payments of interest, premium or other income and (i) deposit, directly or indirectly, the Series 2 Senior Notes with a resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or a SIM or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economy and Finance; and (ii) file with the relevant depository, prior to or concurrently with the deposit of the Series 2 Senior Notes, a statement of the relevant Senior Noteholder, which remains valid until withdrawn or revoked and in which the Senior Noteholder declares itself to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is requested neither for the international bodies or entities set up in accordance with international agreements which have entered into force in Italy, nor in the case of foreign Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by the Ministerial Decree dated 12 December 2001.

The *imposta sostitutiva* will be applicable at the rate of 20 per cent. (rising to 26 per cent. as of 1 July 2014 according to Decree 66/2014 to be converted into Law by 23 June 2014) (or at the reduced rate provided for by the applicable double tax treaty, if any) to interest, premium and other income paid to Senior Noteholders which are resident, for tax purposes, in countries which do not allow for a satisfactory exchange of information with Italy or for which the above-mentioned provisions are not met.

Capital gains tax

Any gain obtained from the sale or redemption of the Series 2 Senior Notes would be treated for the purpose of corporate income tax and of individual income tax as part of the taxable business income of Senior Noteholders (and, in certain circumstances, depending on the "status" of the Senior Noteholder, also as part of the net value of production for IRAP purposes) if realised by (a) Italian resident companies; (b) Italian resident commercial partnerships; (c) permanent establishments in Italy of foreign corporations to which the Series 2 Senior Notes are effectively connected; or (d) Italian resident individuals carrying out a commercial activity, as to any capital gains realised within the scope of the commercial activity carried out.

Where an Italian resident Senior Noteholder is an individual holding the Series 2 Senior Notes not in connection with an entrepreneurial activity and certain other persons, any capital gain realised by such Senior Noteholder from the sale or redemption of the Series 2 Senior Notes would be subject to an *imposta sostitutiva*, levied at the current rate of 20 per cent. (rising to 26 per cent. as of 1 July 2014 according to Decree 66/2014 to be converted into Law by 23 June 2014), pursuant to Legislative Decree No. 461 of 21 November 1997 ("**Decree 461**").

In respect of the application of the *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the standard regime for Italian resident individuals not engaged in entrepreneurial activity to which the Series 2 Senior Notes are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual Senior Noteholder holding Series 2 Senior Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Series 2 Senior Notes carried out during any given tax year. Italian resident individuals holding Series 2 Senior Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance of income

tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, Italian resident individual Senior Noteholders holding the Series 2 Senior Notes not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Series 2 Senior Notes (the *risparmio amministrato regime*). Such separate taxation of capital gains is allowed subject to (i) the Series 2 Senior Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and (ii) an express election for the *risparmio amministrato* regime being made punctually in writing by the relevant Senior Noteholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Series 2 Senior Notes, net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Senior Noteholder or using funds provided by the Senior Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Series 2 Senior Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Senior Noteholder is not required to declare the capital gains in its annual tax return.

Any capital gains realised by Italian resident individuals holding the Series 2 Senior Notes not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Series 2 Senior Notes, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 20 per cent. (rising to 26 per cent. as of 1 July 2014 according to Decree 66/2014 to be converted into Law by 23 June 2014) substitute tax to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any depreciation of the managed assets accrued at year-end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Senior Noteholder is not required to declare the capital gains realised in its annual tax return.

Any capital gains realised by a Senior Noteholder which is an Italian Real Estate Fund concurs to the year-end appreciation of the managed assets, which is exempt from any income tax according to the real estate investment fund tax treatment described above. A withholding tax may apply in certain circumstances at the rate of 20 per cent. (rising to 26 per cent. as of 1 July 2014 according to Decree 66/2014 to be converted into Law by 23 June 2014) on distributions made by Italian Real Estate Funds and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in the Italian Real Estate Fund owning more than 5 per cent of the fund's units.

Capital gains realised by a Senior Noteholder which is a Fund or a SICAV will not be subject neither to substitute tax nor to any other income tax in the hands of the Fund or the SICAV. A withholding tax may apply in certain circumstances at the rate of up to 20 per cent. (rising to 26 per cent. as of 1 July 2014 according to Decree 66/2014 to be converted into Law by 23 June 2014) on distributions made by the Fund or SICAV to certain categories of investors.

Any capital gains realised by a Senior Noteholder which is an Italian Pension Fund will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 11 per cent substitute tax.

The 20 per cent. (rising to 26 per cent. as of 1 July 2014 according to Decree 66/2014 to be converted into Law by 23 June 2014) final *imposta sostitutiva* on capital gains may be payable on capital gains realised upon sale for consideration or redemption of the Series 2 Senior Notes by non-Italian resident individuals or entities without a permanent establishment in Italy to which the Series 2 Senior Notes are effectively connected, if the Series 2 Senior Notes are held in Italy.

However, any capital gains realised by non-Italian residents without a permanent establishment in Italy to which the Series 2 Senior Notes are effectively connected through the sale for consideration or redemption of the Series 2 Senior Notes are exempt from taxation in Italy if the Series 2 Senior Notes are traded on a regulated market in Italy or abroad and, in certain cases, subject to timely filing of required documentation (in particular, a self-declaration not to be resident in Italy for tax purposes), even if the Series 2 Senior Notes are held in Italy and regardless of the provisions set forth by any applicable double tax treaty.

In case the Series 2 Senior Notes are not traded on a regulated market in Italy or abroad, pursuant to the provisions of article 5 of Decree 461, non-Italian resident beneficial owners of the Series 2 Senior Notes without a permanent establishment in Italy to which the Series 2 Senior Notes are effectively connected are exempt from *imposta sostitutiva* in Italy on any capital gains realised, upon sale for consideration or redemption of the Series 2 Senior Notes, if they are resident, for tax purposes, in a White List State as defined above.

In such case, if non-Italian residents without a permanent establishment in Italy to which the Series 2 Senior Notes are effectively connected hold the Series 2 Senior Notes with an Italian authorised financial intermediary, in order to benefit from exemption from Italian taxation on capital gains, such non-Italian residents may be required to timely file with the authorised financial intermediary an appropriate self-declaration stating they are resident for tax purposes in a White List State.

Exemption from Italian *imposta sostitutiva* on capital gains realised upon disposal of Series 2 Senior Notes not listed on a regulated market also applies to non-Italian residents who are (a) international bodies and organisations established in accordance with international agreements ratified in Italy; (b) certain foreign institutional investors established in White List States, even if not subject to income tax therein; and (c) Central Banks or other entities, managing also official State reserves.

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Series 2 Senior Notes are effectively connected that may benefit from a double taxation treaty with Italy, providing that capital gains realised upon sale or redemption of Series 2 Senior Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon sale for consideration or redemption of Series 2 Senior Notes.

In such case, if non-Italian residents without a permanent establishment in Italy to which the Series 2 Senior Notes are effectively connected hold the Series 2 Senior Notes with an Italian authorised financial intermediary, in order to benefit from exemption from Italian taxation on capital gains, such non-Italian residents may be required to timely file, with the authorised financial intermediary, appropriate documents which include, *inter alia,* a certificate of residence issued by the competent tax authorities of the country of residence of the non-Italian residents.

The *risparmio amministrato* regime is the ordinary regime automatically applicable to non-resident persons and entities in relation to Series 2 Senior Notes deposited for safekeeping or administration at Italian banks, SIMs and other eligible entities, but non-resident Senior noteholders retain the right to waive this regime. Such waiver may also be exercised by non-resident intermediaries in respect of safekeeping, administration and deposit accounts held in their names in which third parties' financial assets are held.

Italian inheritance and gift tax

Under Law Decree No. 262 of 3 October 2006 (converted with amendments into Law No. 286 of 24 November 2006), as subsequently amended, transfers of any valuable asset (including shares, bonds or other securities) as a result of death or gift or gratuities are taxed as follows:

(a) transfers in favour of spouses, direct ascendants or descendants are subject to an inheritance and gift tax applied at a rate of 4 per cent on the entire value of the inheritance or the gift exceeding Euro l,000,000.00 for each beneficiary;

(b) transfers in favour of relatives within the fourth degree, ascendants or descendants relatives in law or other relatives in law within the third degree are subject to an inheritance and gift tax at a rate of 6 per cent on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent inheritance and gift tax on the entire value of the inheritance or the gift exceeding Euro 100,000.00 for each beneficiary; and

(c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities, the tax applies on the value exceeding € 1,500,000.00.

Moreover, an anti-avoidance rule is provided for in case of gift of assets, such as the Series 2 Notes, whose sale for consideration would give rise to capital gains to be subject to the *imposta sostitutiva* provided for by legislative decree No. 461 of 21 November 1997, as subsequently amended. In particular, if the donee sells the Series 2 Notes for consideration within five years from their receipt as a gift, the donee is required to pay the relevant *imposta sostitutiva* as if the gift had never taken place.

Transfer tax

Transfer tax has been repealed by Law Decree No. 248 of 31 December 2007, converted in law by Law No 31 of 28 February 2008. The transfer deed may be subject to registration tax at a fixed amount of € 200.

Wealth tax

According to Article 19 of Decree of 6 December 2011, No. 201 ("**Decree No. 201/2011**"), converted with Law of 22 December 2011, No. 214, Italian resident individuals holding financial assets – including the Series 2 Notes – outside of the Italian territory are required to pay a wealth tax at the current rate of 0.2 per cent. The tax applies on the market value at the end of the relevant year or – in the lack of the market value – on the nominal value or redemption value of such financial assets held outside of the Italian territory. Taxpayers are enabled to deduct from the tax a tax credit equal to any wealth taxes paid in the State where the financial assets are held (up to the amount of the Italian wealth tax due).

Stamp duty

Article 13, paragraph 2-ter, of the First Part of the Tariff attached to Presidential Decree No. 642 of 26 October 1972 ("**Stamp Duty Law**"), as amended by Law Decree No. 201 of 6 December 2011, converted into Law No. 214 of 22 December 2011, and by Law No. 147 of 27 December 2013, introduced a stamp duty on the value of the financial products and/or financial instruments included in the statement sent to the clients as of 1 January 2012 ("**Statement Duty**"). The statement is deemed to be sent to the clients once a year, irrespective of any legal or contractual obligation to do so. The Statement Duty is levied at the rate of 0.2 per cent. (but in any case not exceeding € 14,000.00. This cap is not applied to individuals). According to a literal interpretation of the amended Article 13, the Statement Duty seems to be applicable to the value of the Series 2 Notes included in any statement sent to the clients, as the Series 2 Notes are to be characterized for tax purposes as "financial instruments". The relevant taxable basis shall be determined as of the sending of each periodic statement and, therefore, shall be liquidated taking into account the period of the relevant statement.

The stamp duty must be levied on:

(i) whoever executes or takes advantage (in Italian known as the "*caso d'uso*") of the document included in the Tariff, as the main obligors ("*obbligati in via principale*");

(ii) whoever signs, receives, accepts or negotiates the document included in the Tariff, if the stamp duty has not already been properly paid, as the joint obligors ("*obbligati in via solidale*").

The Italian Ministerial Decree dated May 24, 2012 stated that the Stamp Duty has to be applied by the financial intermediary which has the relationship with the clients and qualified it as an "*ente gestore*" (managing entity). Such "*ente gestore*", according to the law, is the financial intermediary that has direct or indirect contact with the clients for the purposes of periodical reports relating to the relationship in place and the statement made in any form.

The Issuer seems not to fall within the list of the obligors, as set forth in the Stamp Duty Law, neither in the definition of "*ente gestore*". However, the lack of an interpretation by the Italian Tax Authority with respect to securitization transactions and the broad scope of the Statement Duty could lead the Italian Tax Authority to a different interpretation and may induce the Authority to include the Issuer among the obligors.

EU Savings Directive and implementation in Italy

Legislative decree No. 84 of 18 April 2005 ("**Decree 84**") implemented in Italy, as of 1 July 2005, the European Council Directive No. 2003/48/EC on the taxation of savings income. Under the Directive, Member States, if a number of important conditions are met, are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within their jurisdiction to an individual resident in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). Same details of payments of interest (or similar income) shall be provided to the tax authorities of a number of non-EU countries and territories, which have agreed to adopt similar measures with effect from the same date. Belgium announced that it had decided to apply information exchange as per the EC Council Directive 2003/48/EC as 1 January 2010. Therefore, with regard to Belgium, the transitional period ended on 31 of December 2009. Based on the available information, Luxembourg announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Council Directive. On March 24, 2014, the European Council adopted a revised version of the Council Directive. National rules for transposing the revised Council Directive should be adopted by the Member States by January 1, 2016.

Under Decree 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall report to the Italian tax authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

Tax monitoring

Pursuant to Law Decree No. 167 of 28 June, 1990, converted by Law No. 227 of 4 August, 1990, as amended, individuals resident in Italy who, during the fiscal year, hold investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return). This obligation is also provided for those individuals who are not direct holders ("*possessori diretti*") of foreign investments or foreign financial activities but who are the beneficial owners ("*titolari effettivi*") of such investments or financial activities. Such obligation is not provided for those deposits and bank

accounts hold abroad whose overall maximum value reached during the fiscal year does not exceed Euro 10,000.00.

Anti - abuse provisions and general abuse of law doctrine

As confirmed by the Italian Supreme Court (Corte di Cassazione), amongst all, in sentence No. 30055 of 23 December 2008, the Italian general anti-abuse provision of Article 37-bis of Presidential Decree No. 600 of 29 September 1973, the European Court of Justice doctrine of the "abuse of law" (also referred to as "abuse of rights") and previous Supreme Court case law on the voidance of contracts simulated or entered into for a cause contrary to the law, can be used, jointly or alternatively, by the Italian Tax Authority to deny the Italian tax benefits or preferential regime possibly associated with the adoption of a given contractual or transactional structure, subject to the demonstration that such contract or transaction has been implemented essentially for the purpose of obtaining the associated Italian tax benefit or preferential regime. Consequently, it is not possible to exclude, if the parties involved are not able to demonstrate that this securitisation transaction has been implemented not essentially for the purpose of obtaining a tax saving or reduction and that there are alternative or concurring financial motivation that are not of a merely marginal or theoretical character, that the tax regime of the securitisation as herein outlined is disallowed by the Italian Tax Authority, thereby possibly causing, amongst other, the recharacterisation of the Series 2 Notes as shares-like securities or in any case securities not having the legal nature of a bond. We are not aware of any resolution of Italian Tax Authority nor of any Court decision challenging any securitization transaction under the concept of abuse of law.

SUBSCRIPTION AND SALE

Santander (in such capacity, the "**Underwriter**") has, pursuant to an underwriting agreement dated the Subsequent Signing Date between the Issuer, the Representative of the Noteholders, the Arranger and the Underwriter (the "**Subsequent Underwriting Agreement**"), agreed to subscribe and pay the Issuer for the Series 2 Notes at the issue price of 100 per cent. of the aggregate principal amount of the Series 2 Notes

United States of America

The Series 2 Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to or for the account or benefit of a U.S. person except in accordance with Regulation S or in transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Series 2 Notes 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 a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and the regulations thereunder.

The Underwriter has represented, warranted and agreed that it has not offered or sold the Series 2 Notes and will not offer or sell any Series 2 Notes constituting part of its allotment within the United States or to, or for the benefit of, a U.S. person except in accordance with Rule 903 of Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Underwriter has represented and agreed that neither it, nor its affiliates, nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Series 2 Notes, and that it has and they have complied and will comply with the offering restrictions requirements of Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until the expiration of 40 days after the commencement of the offering, an offer or sale of the Series 2 Notes within the United States by any dealer, distributor or other person (whether or not participating in this offering) may violate the requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Republic of Italy

The offering of the Series 2 Notes has not been registered with *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") (the Italian securities and exchange commission) pursuant to Italian securities legislation and, accordingly, the Underwriter has represented and agreed, pursuant to the Subsequent Underwriting Agreement executed on the Subsequent Signing Date, that it has not offered, sold or distributed, and will not offer, sell or distribute, any Series 2 Notes or any copy of this Prospectus or any other offer document in the Republic of Italy by means of an offer to the public of financial products under the meaning of article 1, paragraph 1, letter t) of Italian legislative decree No. 58 of 24 February 1998 (the "**Financial Services Act**"), unless an exemption applies. Accordingly, the Series 2 Notes shall only be offered, sold or delivered and copies of this Prospectus or of any other offering material relating to the Series 2 Notes may only be distributed in Italy:

(a) to "qualified investors" (*investitori qualificati*), pursuant to article 100 of the Financial Services Act and article 34-*ter*, paragraph 1, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (the "**CONSOB Regulation**"); or

(b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under article 100 of the Financial Services Act and article 34-*ter* of the CONSOB Regulation.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Series 2 Notes or distribution of copies of the Prospectus or any other document relating to the Series 2 Notes in the Republic of Italy under paragraphs (a) or (b) above must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, the Banking Act and CONSOB Regulation 16190 of 29 October 2007, all as amended;

(ii) in compliance with article 129 of the Banking Act and with the implementing instructions of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request post-offering information on the offering or issue of securities in the Republic of Italy; and

(iii) in accordance with any other applicable laws and regulations, including all relevant Italian securities, tax and exchange controls, laws and regulations and any limitations which may be imposed from time to time, *inter alia*, by CONSOB or the Bank of Italy.

Notwithstanding the above, in no event may the Series C2 Notes be sold or offered for sale (on the Subsequent Issue Date or at any time thereafter) to individuals (*persone fisiche*) residing in the Republic of Italy.

United Kingdom

The Underwriter has represented and agreed with the Issuer that:

(a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") with respect to anything done by it in relation to the Series 2 Notes in, from or otherwise involving the United Kingdom; and

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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 the Series 2 Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.

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**"), the Underwriter has represented and agreed 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 Series 2 Notes which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State other than:

(i) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(ii) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Arranger for any such offer; or

(iii) in any other circumstances falling within article 3(2) of the Prospectus Directive,

provided that no such offer of Series 2 Notes shall require the Issuer or the Underwriter 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 hereof, the expression "**an offer of Notes to the public**" in relation to any Series 2 Notes 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 Series 2 Notes to be offered so as to enable an investor to decide to purchase or subscribe to the Series 2 Notes, 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 amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

CAPITAL REQUIREMENTS REGULATION AND AIFMD LEVEL 2 REGULATION

The Underwriter has undertaken to the Issuer and the Noteholders (and to the Representative of the Noteholders on behalf of the Noteholders) for the benefit of each subsequent financial institution investing in one or more Series 2 Notes, that it will (i) retain, on an ongoing basis, a material net economic interest of not less than 5% in the Transaction referred to in article 405(1)(d) of Regulation (UE) No. 575 of 26 June 2013, as the same may be amended from time to time (hereinafter the "**Capital Requirements Regulation**" or the "**CRR**") and in article 51(d) of the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012, as the same may be amended from time to time, (the "**AIFMD Level 2 Regulation**"), and (ii)(a) comply with the requirements from time to time applicable to originators set forth in articles 405 to 409 of the Capital Requirements Regulation and (b) provide (or cause to be provided) all information to Noteholders that is required to enable Noteholders to comply with articles 405 to 409 of the Capital Requirements Regulation.

As at the Subsequent Issue Date, such retention requirement will be satisfied by the Originator holding the first loss tranche (comprising the Series C2 Notes) as required by article 405(1)(d) of the CRR and article 51(d) of AIFMD Level 2 Regulation (which, in each case, does not take into account any corresponding national measures). Any change to the manner in which such interest is held will be notified to the Noteholders in accordance with the Conditions.

General

The Underwriter has represented, warranted and undertaken that no action has been taken by it that would, or is intended to, permit a public offer of the Series 2 Notes or possession or distribution of the Prospectus or any other offering or publicity material relating to the Series 2 Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, pursuant to the Subsequent Underwriting Agreement to which each of them is a party, the Underwriter has undertaken that it will not, directly or indirectly, offer or sell any Series 2 Notes or have in its possession, distribute or publish this Prospectus or any prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Series 2 Notes by it will be made on the same terms.

COMPLIANCE WITH ARTICLES 404 TO 409 OF THE CRR AND WITH ARTICLE 51 OF THE AIFMD 2 REGULATION

Please refer to paragraph entitled "Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Series 2 Notes" of the section entitled "Risk Factors" for further information on the implications of the provisions contained in article 405 to article 409 of the CRR and in article 51 of the AIFMD 2 Regulation for certain investors in the Series 2 Notes.

Retention statement

Santander will retain a material net economic interest of at least 5% in the securitisation in accordance with option (1) (d) of article 405 of the CRR and article 51(d) of the AIFMD Level 2 Regulation (which, in each case, does not take into account any corresponding national measures). As at the Subsequent Issue Date, such interest will be comprised of an interest in the Series C2 Notes which is not less than 5% of the nominal value of the securitized exposures. Any change to this manner in which this interest is held will be notified to investors.

Investors to assess compliance

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with Article 405 of the CRR and article (d) of the AIFMD Level 2 Regulation and none of the Issuer, nor the Arranger or the Underwriter or the other parties to the Transaction Documents make any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes. In addition each prospective Noteholder should ensure that they comply with the implementing provisions in respect of with Article 405 of the CRR and article 51(d) of the AIFMD Level 2 Regulation in their relevant jurisdiction. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

GENERAL INFORMATION

Authorisation

The issue of the Series 2 Notes has been authorised by resolutions of the shareholders' meetings of the Issuer passed on 21 May 2014.

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Series 2 Notes.

Funds available to the Issuer

The principal source of funds available to the Issuer for the payment of interest and the repayment of principal on the Series 2 Notes will be from collections made in respect of the Portfolio.

Listing

This Prospectus has been approved by the Central Bank, as competent authority under Directive 2003/71/EC, as amended, to the extent that such amendments have been implemented in the relevant Member State of the European Economic Area (the "**Prospectus Directive**"). The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange for the Series 2 Senior Notes to be admitted to the Official List and to trading on its regulated market. Approval by the Central Bank relates only to the Series 2 Senior Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange or other regulated markets for the purposes of Directive 2004/39/EC or which are to be offered to the public in any Member State of the European Economic Area.

Clearing systems

The Series 2 Senior Notes have been accepted for clearance through Monte Titoli by Euroclear and Clearstream, Luxembourg. Monte Titoli shall act as depository for Euroclear and Clearstream, Luxembourg. The ISINs and the Common Codes for the Series 2 Senior Notes are as follows:

	Series A2 Notes	Series B2 Notes	Series C2 Notes
Common Code:	108174749	108175249	
ISIN:	IT0005029308	IT0005029324	IT0005029332

The address of Monte Titoli is via Mantegna, 6, 20154 Milan, Italy, the address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg.

No significant change

Save as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Issuer since 31 December 2013.

No material contracts or arrangements, other than those disclosed in this Prospectus, have been entered into by the Issuer since the date of its incorporation.

Legal and arbitration proceedings

The Issuer is not involved in any legal, governmental or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had, since its incorporation, significant effects on the financial position or profitability of the Issuer.

Conflicts of interest

There are no restrictions on the Underwriter, *inter alia*, acquiring the Series 2 Senior Notes and/or financing to or for third parties. Consequently, conflicts of interest may exist or may arise as a result of the Underwriter having different roles in this transaction and/or carrying out other transactions for third parties.

Accounts

The Issuer will produce, and will make available at its registered office, proper accounts (*ordinata contabilità interna*) and audited (to the extent required) financial statements in respect of each financial year (commencing on 1 January and ending on 31 December) but will not produce interim financial statements.

The auditors of the Issuer are Deloitte & Touche S.p.A. with offices at Galleria San Federico, 54, 10121 Turin, Italy, belonging to ASSIREVI — *Associazione Italiana Revisori Contabili* and registered in the special register (*albo speciale*) for auditing companies (*società di revisione*) provided for by article 161 of legislative decree No. 58 of 1998 (repealed by article 40.21 of Italian legislative decree No. 39 of 27 January 2010 but still in force, pursuant to the latter decree, until the entry into force of the implementing regulations to be issued by the Ministry of Economy and Finance pursuant to such decree) They have audited the Issuer's accounts, without qualification, in accordance with generally accepted auditing standards in Italy for each of the ten financial years ended on 31 December 2000, 31 December 2001, 31 December 2002, 31 December 2003, 31 December 2004, 31 December 2005, 31 December 2006, 31 December 2007, 31 December 2008, 31 December 2009, 31 December 2010,31 December 2011, 31 December 2012 and 31 December 2013, respectively.

Borrowings

Save as disclosed in this Prospectus, as at the date of this Prospectus, the Issuer has no outstanding loan capital, borrowings, indebtedness or contingent liabilities, nor has the Issuer created any mortgages or charges or given any guarantees.

Post issuance reporting

Under the terms of the Agency and Accounts Agreement, the Computation Agent shall submit, to the Representative of the Noteholders, the Paying Agent, the Servicer and the Rating Agencies (by no later than 10 days after each Interest Payment Date or, if such day is not a Business Day, on the next succeeding Business Day), the Investor Reports, containing details of, *inter alia*, the Notes (and any amounts paid thereunder on the immediately preceding Interest Payment Date), the Claims, amounts received by the Issuer from any source during the preceding Collection Period, amounts paid by the Issuer during such Collection Period and amounts paid by the Issuer on the immediately preceding Interest Payment Date.

Each released Investor Report shall be available for collection at the registered office of the Representative of the Noteholders and at the registered offices of the Paying Agent.

Documents

As long as the Series 2 Senior Notes are listed on the Irish Stock Exchange, copies of the following documents (and, with regard to the documents listed under paragraphs (a) and (b) below, the English translations thereof) will, when published, be available (and, in respect of paragraphs (a), (b), (c), (d)(16) and (d)(17) below, for collection and free of charge) in electronic means during usual business hours on any weekday (Saturdays and public holidays excepted) from the registered office of the Issuer, the

registered office of the Representative of the Noteholders and the Specified Offices of the Paying Agent (as set forth in Condition 17 (*Notices*)):

(a) the by-laws (*statuto*) and the deed of incorporation (*atto costitutivo*) of the Issuer;

(b) the annual audited (to the extent required) financial statements of the Issuer for the last two financial years ended on 31 December 2012 and 31 December 2013, respectively. The financial statements and the financial reports are drafted in Italian. The Issuer does not publish statutory interim accounts;

(c) the Servicer Reports setting forth the performance of the Claims and Collections made in respect of the Claims prepared by the Servicer; and

(d) copies of the following documents:

1. the Initial Underwriting Agreement;
2. the Subsequent Underwriting Agreement;
3. the Agency and Accounts Agreement;
4. the Issuer Account Bank Agreement;
5. the Mandate Agreement;
6. the Intercreditor Agreement;
7. the Italian Deed of Pledge;
8. the English Deed of Charge and Assignment;
9. the Corporate Services Agreement;
10. the Stichtingen Corporate Services Agreement;
11. the Shareholders' Agreement;
12. the Letter of Undertaking;
13. the Transfer Agreement;
14. the Servicing Agreement;
15. the Warranty and Indemnity Agreement;
16. the Subordinated Loan Agreement;
17. the Investor Reports; and
18. a copy of this Prospectus and of the First Prospectus.

The Prospectus will be published on the websites of, respectively, the Irish Stock Exchange (www.ise.ie) and the Central Bank (www.centralbank.ie).

Any references to websites and website addresses (and the contents thereof) do not form part of this Prospectus.

Notes freely transferable

The Series 2 Senior Notes shall be freely transferable.

Annual fees

The estimated annual fees and expenses payable by the Issuer in connection with the transaction described herein (inclusive of the total expenses related to the admission to trading, being equal to € 5,000) amount to approximately € 103,000, excluding all fees payable to the Servicer under the Servicing Agreement, plus any VAT if applicable.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the audited consolidated financial statements of the Issuer for the financial years ended 31 December 2011, 31 December 2012 and 31 December 2013 respectively, together in each case with the audit report thereon, which have been previously published or are published simultaneously with this Prospectus and which have been filed with the Irish Stock Exchange. Such documents shall be incorporated in, and form part of, this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus. Those parts of the documents incorporated by reference in this Prospectus which are not specifically incorporated by reference in this Prospectus are either not relevant for prospective investors in the Bonds or the relevant information is included elsewhere in this Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

Copies of documents deemed to be incorporated by reference in this Prospectus may be obtained (without charge), during usual office hours on any weekday, from the registered office of the Issuer and the Specified Offices of, respectively, the Representative of the Noteholders and the Paying Agent (as set forth in Condition 17 (*Notices*)).

Copies of documents deemed to be incorporated by reference in this Prospectus will be published on the following websites of the Irish Stock Exchange:

http://www.ise.ie/app/announcementDetails.aspx?ID=11273694;
http://www.ise.ie/app/DeptSecurityDocuments.aspx?progID=-1&uID=3814&FIELDSORT=docId

The table below sets out the relevant page references for the financial statements of the Issuer for the financial years ended 31 December 2011, 31 December 2012 and 31 December 2013, respectively, together in each case with the audit report thereon. Information contained in the documents incorporated by reference other than information listed in the table below is for information purposes only, and does not form part of this Prospectus.

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THE ISSUER

Golden Bar (Securitisation) S.r.l.
via Principe Amedeo, 11
I-10123 Turin
Italy

ORIGINATOR AND SERVICER

Santander Consumer Bank S.p.A.
Via Nizza, 262
I-10126 Turin
Italy

REPRESENTATIVE OF THE NOTEHOLDERS

BNY Mellon Corporate Trustee Services Limited
One Canada Square
London E14 5AL
United Kingdom

ACCOUNT BANK AND COMPUTATION AGENT

The Bank of New York Mellon
One Canada Square
London E14 5AL
United Kingdom

PAYING AGENT

The Bank of New York Mellon (Luxembourg) S.A., Italian Branch
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I-20123 Milan
Italy

AUDITORS TO THE ISSUER

Deloitte & Touche S.p.A.
Galleria San Federico, 54
I-10121 Turin,
Italy

LEGAL ADVISER

To the Arranger as to Italian and English law

Orrick Herrington & Sutcliffe
Piazza della Croce Rossa, 2
00161 Rome,
Italy

To the Representative of the Noteholders

Orrick, Herrington & Sutcliffe
Corso Matteotti, 10
I-20121 Milan
Italy