

DATED: 6 NOVEMBER 2023

Supplemental Constituting Instrument

Between

CiMA Finance Designated Activity Company

as Issuer

Banco Santander, S.A.

as Realisation Agent, Interest Calculation Agent, Determination Agent, Custodian, Dealer and Swap Counterparty

The Bank of New York Mellon, London Branch

as Issue Agent and Principal Paying Agent

and

BNY Mellon Corporate Trustee Services Limited

as Trustee

relating to

Series 2023-3

**EUR 225,400,000 Amortizing Secured Limited Recourse
Notes due 2053**

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CONSTITUTING INSTRUMENT

Series 2023-3 EUR 225,400,000 Amortizing Secured Limited Recourse Notes due 2053 (the “Notes” or the “Series”)

THIS SUPPLEMENTAL CONSTITUTING INSTRUMENT is dated 6 November 2023 and is made as a Deed.

BETWEEN THE PARTIES LISTED IN COLUMN 1 OF SCHEDULE 1 each acting through the office or offices specified in Column 1 of Schedule 1 and in the capacity or capacities specified in Column 2 of Schedule 1.

BACKGROUND

- (A) This Supplemental Constituting Instrument is supplemental to the Constituting Instrument dated 5 May 2023 between the parties thereto, among others, the Issuer, the Trustee and the Swap Counterparty, as amended and restated by a supplemental Constituting Instrument dated 14 June 2023 (the “**Original Constituting Instrument**”), for the purpose of constituting Series 2023-3 EUR 225,400,000 Amortizing Secured Limited Recourse Notes due 2053 and making certain arrangements in relation to the Notes. With effect from the date hereof, the provisions of the Original Constituting Instrument and this Supplemental Constituting Instrument shall be read and construed as one document (together, the “**Constituting Instrument**”).
- (B) The parties have agreed that the Terms and Conditions of the Notes and the swap agreement entered into in connection with the Notes (the “**Swap Transaction**”) shall be amended as specified herein.
- (C) The outstanding aggregate principal amount of the Notes as of the date hereof is EUR 225,400,000.
- (D) The Trustee has received evidence satisfactory to the Trustee of (i) the entitlement of the Noteholder (as this term is defined in the Terms and Conditions of the Notes), to not less than one hundred per cent. in principal amount of the Notes outstanding and (ii) the Noteholder’s request to the amendment to the Original Constituting Instrument, on the terms of this Supplemental Constituting Instrument, as evidenced by a written resolution dated on or before the date hereof (the “**Written Resolution**”). All the consents and agreements made by the Trustee in this Constituting Instrument are given based on and pursuant to the Written Resolution and the Issuer has directed the Agents, pursuant to the Written Resolution, to enter into this Supplemental Constituting Instrument.
- (E) Accordingly, this Supplemental Constituting Instrument is entered into for the purposes of (a) amending the Terms and Conditions of the Notes and (b) setting out the terms of certain agreements made between the Issuer and the other parties hereto in relation to the Notes.
- (F) This Supplemental Constituting Instrument amends and supplements the Original Constituting Instrument amending the Master Trust Terms so as to amend and supplement the Trust Deed pursuant to Clause 2 below. Accordingly, this Supplemental Constituting Instrument is a deed and has been executed as a deed by the Issuer, the Trustee and the Swap Counterparty in their respective capacities as such.

OPERATIVE PROVISIONS

1. Interpretation

- 1.1 Column 2 of Schedule 1 sets out the capacity or capacities in which each party to this Constituting Instrument is appointed or is empowered to act in relation to the Notes. References to the “Issuer”, the “Trustee”, the “Swap Counterparty”, the “Principal Paying Agent”, the “Issue Agent”, the “Realisation Agent”, the “Collateral Agent”, the “Custodian”, the “Interest Calculation Agent”, the “Determination Agent” and the “Dealer”; shall be construed as a reference to the party or parties identified in Column 1 of Schedule 1 acting in that capacity in relation to the Notes pursuant to the relevant Series Documents (as defined below) specified in Column 3 of Schedule 1.
- 1.2 Unless otherwise specifically provided, terms used in this Supplemental Constituting Instrument shall have the meanings given to such terms in, and shall be interpreted in accordance with:
- 1.3 the Master Definitions (July 2022 Edition); and
- 1.4 the Terms of the Notes set out in Schedule 2.

2. Amendment of the Terms and Conditions of the Notes and to the Security

- 2.1 The Issuer, the Trustee and the Swap Counterparty agree that the Terms and Conditions of the Notes shall be amended and restated and shall have the “**Terms**” set out in Schedule 2 and that the Master Conditions referred to therein shall apply as amended, supplemented or restated by the Terms.
- 2.2 The Issuer, the Trustee and the Swap Counterparty agree that the Original Constituting Instrument incorporating and amending the Master Trust Terms (July 2022 Edition) (the “**Master Trust Terms**”) is amended and supplemented as set out in this Supplemental Constituting Instrument subject to the following amendments and modifications.
- 2.3 The Issuer, the Trustee and the Swap Counterparty agree that (i) the Released Charged Assets (as defined in Schedule 3) shall be released with effect from 6 November 2023 (the “**Amendment Date**”); (ii) the Trustee shall release the Released Charged Assets from any security constituted pursuant to the Original Constituting Instrument, whereupon the Released Charged Assets shall cease to form part of the Charged Assets. Therefore, as of the date of this Agreement, the Charged Assets shall comprise the Charged Assets included in the Terms set out in Schedule 2 and be subject to the security created pursuant to the Trust Deed.
- 2.4 The Swap Counterparty, the Custodian, the Principal Paying Agent, the Issue Agent, the Realisation Agent, the Interest Calculation Agent, the Determination Agent and the Dealer acknowledge and agree that execution of this Supplemental Constituting Instrument constitutes notice to, and acknowledgement by, each of them of notice of the assignment of the Issuer’s rights under the Charged Agreement for all purposes including section 136 of the Law of Property Act 1925.

3. Amendment to the Charged Agreement

- 3.1 The Issuer and the Swap Counterparty agree that the Charged Agreement for the Series, shall be amended and supplemented by (i) the confirmation by exchange of a letter of an

amended and restated interest rate swap between the Issuer and the Swap Counterparty dated the date of this Supplemental Constituting Instrument (the “**Swap Transaction**”) in the form set out in Schedule 3. For the avoidance of doubt, the Credit Support Annex dated 5 May 2023 between the Issuer and the Swap Counterparty shall remain valid, binding and enforceable.

- 3.2 The Trustee hereby gives its consent to the amendment and restatement of the Swap Transaction dated 5 May 2023 as amended and restated on 14 June 2023.

4. Amendment to the Series Documents

Each of the Series Documents may be amended and/or supplemented by agreement of the parties thereto without any requirement for consent or any other action from any other party to this Supplemental Constituting Instrument unless provided otherwise in this Supplemental Constituting Instrument, the relevant Master Terms Document or by any of the other Series Documents.

5. Counterparts

This Supplemental Constituting Instrument may be executed in any number of counterparts in which case this Supplemental Constituting Instrument will be as effective as if all the signatures or seals on the counterparts were on a single copy of this Supplemental Constituting Instrument.

6. Contracts (Rights of Third Parties) Act 1999

A person which is not a party to this Supplemental Constituting Instrument has no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of this Supplemental Constituting Instrument or any agreement or deed or constituted hereby, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7. Governing Law and Jurisdiction



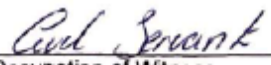

This Supplemental Constituting Instrument shall be governed by and construed in accordance with English law.



8. Agent for Service of Process


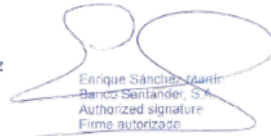

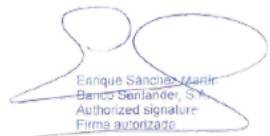
Each party hereto irrevocably appoints the service of process agent specified in Schedule 4 (if any) to act in such capacity in relation to a particular series of Notes in relation to each Series Document to which it is a party. Service of process shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the party to whom such process relates). Each party irrevocably agrees to appoint a substitute process agent satisfactory to those parties (if any) specified in the Series Documents, if, for any reason, a process agent ceases to be able to act as such or no longer has an address in England and Wales. Each party must deliver, within 30 days, to the relevant parties (if any) specified in the Series Documents, a copy of any new process agent's acceptance of such appointment.




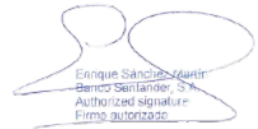
IN WITNESS whereof this Supplemental Constituting Instrument has been executed by each party to this Supplemental Constituting Instrument in each relevant capacity specified in relation to that party in Column 2 of Schedule 1 in the manner described in Schedule 1 on the date stated at the beginning of this Supplemental Constituting Instrument.

SCHEDULE 1: PARTIES TO DOCUMENTS

| 1 | 2 | 3 | 4 |
|---|----------|------------|---|
| Party and office through which acting | Capacity | Document | Execution by such Party in such Capacity |
| <p>CiMA Finance Designated Activity Company</p> <p>(having its corporate seat in Ireland)</p> <p>Block A</p> <p>George's Quay Plaza</p> <p>George's Quay</p> <p>Dublin 2</p> <p>Ireland</p> <p>Attention: The Directors</p> <p>Facsimile No: + 353 (0)1 686 4879</p> <p>Telephone No: + 353 (0)1 963 1030</p> | Issuer | Trust Deed | <p>SIGNED AND DELIVERED AS A DEED for and on behalf of) CiMA Finance Designated Activity Company) by its lawfully appointed attorney) in the presence of:)</p> <p> Signature of Attorney</p> <p> Signature of Witness</p> <p> Occupation of Witness</p> <p> Address of Witness 9 The Court Ledwell Park Kilcock, Kildare</p> |

| 1 | 2 | 3 | 4 |
|--|--|--|---|
| Party and office through which acting | Capacity | Document | Execution by such Party in such Capacity |
| <p>BNY Mellon Corporate Trustee Services Limited</p> <p>160 Queen Victoria Street</p> <p>London EC4V 4LA</p> <p>Attention: Trustee Administration Manager- CiMA Series 2023-3 EUR 225,400,000 Amortizing Secured Limited Recourse Notes due 2053 issued by CiMA Finance DAC</p> <p>Fax No.: +44 207 964 2509</p> | Trustee | <p>Agency Agreement</p> <p>Custody Agreement</p> | <p>SIGNED for and on behalf of) BNY Mellon Corporate Trustee Services Limited) by:)</p> <p>Name:)</p> <p> Alberto Pipi Vice President</p> |
| <p>The Bank of New York Mellon, London Branch</p> <p>160 Queen Victoria Street</p> <p>London EC4V 4LA</p> <p>Attention: Corporate Trust Administration - CiMA Series 2023-3 EUR 225,400,000 Amortizing Secured Limited Recourse Notes due 2053 issued by CiMA Finance DAC</p> <p>Telephone No.: +44 207 964 2532</p> <p>Copy to Fax No.: +44 1202 689660</p> | <p>Issue Agent</p> <p>Principal Paying Agent</p> | <p>Agency Agreement</p> | <p>SIGNED for and on behalf of) The Bank of New York Mellon, London Branch) by:)</p> <p>Name:)</p> <p> Alberto Pipi Vice President</p> |

| 1 | 2 | 3 | 4 |
|---|--|--|--|
| Party and office through which acting | Capacity | Document | Execution by such Party in such Capacity |
| Banco Santander, S.A. Santander S.B.G.M. Avenida de Cantabria, s/n Ciudad Grupo Santander Edificio Dehesa, Planta 1 28660 Boadilla del Monte (Madrid) Attention: BO Derivatives Documentation Facsimile No.: (+34) 912 57 04 66 Telephone No.: (+34) 912 89 23 58 | Swap Counterparty | Trust Deed | EXECUTED AS A DEED by) Banco Santander, S.A.) in the presence of:)  Francisco Javier Romeo Gómez Banco Santander, S.A. Authorized Signature Firma Autorizada  Enrique Sánchez Zaniti Banco Santander, S.A. Authorized signature Firma autorizada |
| | Party A/Swap Counterparty | Charged Agreement Agency Agreement Custody Agreement | SIGNED for and on behalf of) Banco Santander, S.A.) by:)  Francisco Javier Romeo Gómez Banco Santander, S.A. Authorized Signature Firma Autorizada |
| | Realisation Agent Interest Calculation Agent Determination Agent | Agency Agreement | by:  Enrique Sánchez Zaniti Banco Santander, S.A. Authorized signature Firma autorizada |

| 1 | 2 | 3 | 4 |
|--|-----------|-------------------|---|
| Party and office through which acting | Capacity | Document | Execution by such Party in such Capacity |
| <p>Banco Santander, S.A. Ciudad Grupo Santander Avenida de Cantabria s/n 28660, Boadilla del Monte, Madrid, Spain</p> <p>Attention: Head of Debt Capital Markets</p> <p>Facsimile No.: + (34) 91 257 13 76</p> <p>Telephone No.: +(34) 91 289 59 07</p> <p>Email: Syndicate@santandergbm.com</p> | Dealer | Placing Agreement | <p>SIGNED for and on behalf of) Banco Santander, S.A.) by:)</p>  <p>by: </p> |
| <p>Banco Santander, S.A. Oficina Producto /Activo Suc. 1500 Banca Corporativa Complejo Tripark Edificio C Planta 2ª Jacinto Benavente, 2 28232 Las Rozas (Madrid)</p> <p>Attention: Merchan Garcia-Zarco, Miguel/ Diaz Alonso, Juan Carlos</p> <p>Email: mmerchan@gruposantander.com/ jucdiaz@gruposantander.com</p> | Custodian | Custody Agreement | <p>SIGNED for and on behalf of) Banco Santander, S.A.) by:)</p>  <p>Francisco Javier Romeo Gómez Banco Santander, S.A. Authorized Signature Firma Autorizada</p> <p>by: </p> <p>Enrique Sánchez Martín Banco Santander, S.A. Authorized signature Firma autorizada</p> |

SCHEDULE 2: TERMS AND CONDITIONS

CiMA Finance Designated Activity Company

EUR 10,000,000,000 Programme for the issue of Notes and the making of Alternative Investments

under the MULTI-ISSUER CAPITAL MARKETS ACCESS PLATFORM

Series 2023-3

EUR 225,400,000 Amortizing Secured Limited Recourse Notes due 2053

The following shall complete, modify and amend the Master Conditions (July 2022 Edition) as specified in the Constituting Instrument dated 5 May 2023, as amended and restated on 14 June 2023 (the “**Original Constituting Instrument**”), which has been further amended on the date hereof by a supplemental Constituting Instrument (the “**Constituting Instrument**”) and the Constituting Instrument shall apply to the Notes with effect from 6 November 2023 (the “**Amendment Date**”) as so completed, modified and amended. Unless the context otherwise requires, expressions used herein and not otherwise defined in the Constituting Instrument shall have the meanings respectively ascribed to them by the provisions of the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. References in this Terms and Conditions to “paragraphs” and “sub-paragraphs” are to the paragraphs and sub-paragraphs of Terms and Conditions, unless the context requires otherwise.

1.
 - (i) Issuer: CiMA Finance Designated Activity Company.
 - (ii) Arranger: Banco Santander, S.A., London Branch.
 - (iii) Dealer: Banco Santander, S.A.
 - (iv) Swap Counterparty: Banco Santander, S.A.
 - (v) Trustee: BNY Mellon Corporate Trustee Services Limited.
 - (vi) Issue Agent and Principal Paying Agent: The Bank of New York Mellon, London Branch.
 - (vii) Custodian: Banco Santander, S.A.
 - (viii) Interest Calculation Agent: Banco Santander, S.A.
 - (ix) Determination Agent: Banco Santander, S.A.
 - (x) Realisation Agent: Banco Santander, S.A.
2.
 - (i) Series Number: 2023-3
 - (ii) Tranche Number: Not applicable.

(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)

| | | |
|-----|-----------------------------|---|
| | (iii) Specified Currencies: | Currency or Euro (“euro”, “EUR”, “€”). |
| 3. | Principal Amount: | The aggregate principal amount of the Notes is EUR 225,400,000. |
| 4. | Status: | The Notes are secured and limited recourse obligations of the Issuer ranking <i>pari passu</i> and rateably without preference among themselves, recourse in respect of which is limited in the manner described in the Conditions. The Notes are subject to Swap Counterparty Priority, as specified in Condition 4(d). |
| 5. | Issue Price: | 99.986246 per cent. of the Principal Amount. |
| 6. | Net proceeds: | EUR 225,368,998. |
| 7. | Authorised Denomination: | EUR 100,000 |
| 8. | Issue Date: | 5 May 2023 |
| 9. | Trade Date: | 31 March 2023 |
| 10. | Maturity Date: | 25 March 2053, subject to adjustment in accordance with the Modified Following Business Day Convention. |
| 11. | Charged Assets: | <p>The Charged Assets will comprise the following:</p> <ul style="list-style-type: none"> (i) EUR 6,000,000.00 nominal amount of 0.750 per cent. Senior Preferred Unsecured Green Notes due 04/12/2024 issued by Intesa Sanpaolo S.p.A. ISIN Code: XS2089368596; (ii) EUR 22,130,000.00 nominal amount of BTPS 3.850 per cent. due 15/12/2029 issued by the Republic of Italy. ISIN Code: IT0005519787; (iii) EUR 15,000,000.00 nominal amount of BTPS 0.600 per cent. due 01/08/2031 issued by the Republic of Italy. ISIN Code: IT0005436693; (iv) EUR 6,000,000.00 nominal amount of 1.625 per cent. Social Bonds due 03/06/2025 issued by Corporación Andina de Fomento. ISIN Code: XS2182121827; (v) EUR 14,000,000.00 nominal amount of BTPS 2.500 per cent. due 01/12/2032 issued by the Republic of Italy. ISIN Code: IT0005494239; (vi) EUR 14,000,000.00 nominal amount of BTPS 3.250 per cent. due 01/03/2038 issued by the Republic of Italy. ISIN Code: IT0005496770; (vii) EUR 10,000,000.00 nominal amount of BTPS 1.450 per cent. due 01/03/2036 issued by the |

Republic of Italy. ISIN Code: IT0005402117;

- (viii) EUR 6,000,000.00 nominal amount of BTPS 5.000 per cent. due 01/09/2040 issued by the Republic of Italy. ISIN Code: IT0004532559;
- (ix) EUR 5,000,000.00 nominal amount of 0.214 per cent. Senior Notes due 07/10/2025 issued by Mizuho Financial Group, Inc. ISIN Code: XS2241387252;
- (x) EUR 7,000,000.00 nominal amount of 1.375 per cent. Notes due 02/03/2027 issued by NatWest Markets Plc. ISIN Code: XS2449911143;
- (xi) EUR 5,000,000.00 nominal amount of BTPS 4.750 per cent. due 01/09/2044 issued by the Republic of Italy. ISIN Code: IT0004923998;
- (xii) EUR 5,000,000.00 nominal amount of 2.125 per cent. Senior Non-Preferred Notes due 27/09/2028 issued by Société Générale. ISIN Code: FR0013368602;
- (xiii) EUR 4,000,000.00 nominal amount of BTPS 3.450 per cent. due 01/03/2048 issued by the Republic of Italy. ISIN Code: IT0005273013;
- (xiv) EUR 5,000,000.00 nominal amount of BTPS 2.150 per cent. due 01/09/2052 issued by the Republic of Italy. ISIN Code: IT0005480980;
- (xv) EUR 9,000,000.00 nominal amount of BTPS 4.000 per cent. due 01/02/2037 issued by the Republic of Italy. ISIN Code: IT0003934657;
- (xvi) EUR 5,000,000.00 nominal amount of 1.125 per cent. Fixed Rate Senior Notes due 14/02/2025 issued by ING Groep N.V. ISIN Code: XS1771838494;
- (xvii) EUR 6,000,000.00 nominal amount of 0.339 per cent. Senior Notes due 19/07/2024 issued by Mitsubishi UFJ Financial Group, Inc. ISIN Code: XS2028899727;
- (xviii) EUR 5,000,000.00 nominal amount of 2.750 Notes due 19/03/2025 issued by Philip Morris International Inc. ISIN Code: XS0906815591;
- (xix) EUR 5,000,000.00 nominal amount of 4.750 per cent. Fixed Rate Notes due 22/05/2027 issued by Arval Service Lease. ISIN Code: FR001400E3H8;
- (xx) EUR 6,000,000.00 nominal amount of 0.375 per cent. Fixed Rate Notes due 20/07/2026 issued by Volkswagen Leasing GmbH. ISIN

Code: XS2343822842;

- (xxi) EUR 6,000,000.00 nominal amount of 0.427 per cent. Fixed Rate Senior Unsecured Instruments due 14/12/2026 issued by Westpac Securities NZ Limited. ISIN Code: XS2421006201;
- (xxii) EUR 6,400,000.00 nominal amount of BTPS 3.350 per cent. due 01/03/2035 issued by the Republic of Italy. ISIN Code: IT0005358806;
- (xxiii) EUR 7,900,000.00 nominal amount of BTPS 0.650 per cent. due 15/05/2026 issued by the Republic of Italy. ISIN Code: IT0005415416;
- (xxiv) EUR 10,000,000.00 nominal amount of BTPS 1.300 per cent. due 15/05/2028 issued by the Republic of Italy. ISIN Code: IT0005246134;
- (xxv) EUR 17,750,000.00 nominal amount of BTPS 0.400 per cent. due 15/05/2030 issued by the Republic of Italy. ISIN Code: IT0005387052;
- (xxvi) EUR 13,000,000.00 nominal amount of BTPS 0.100 per cent. due 15/05/2033 issued by the Republic of Italy. ISIN Code: IT0005482994;
- (xxvii) EUR 4,200,000.00 nominal amount of BTPS 2.350 per cent. due 15/09/2035 issued by the Republic of Italy. ISIN Code: IT0003745541; and
- (xxviii) EUR 4,400,000.00 nominal amount of BTPS 2.550 per cent. due 15/09/2041 issued by the Republic of Italy. ISIN Code: IT0004545890,

(together, the “**Collateral Securities**”).

The Collateral Securities were delivered on the Issue Date by the Swap Counterparty to the Depositary Account held by the Custodian on behalf of the Issuer as provided in the Swap Transaction (see paragraph 14 - Charged Agreement below).

Pursuant to the Credit Support Annex (as defined in paragraph 14 – Charged Agreement below), the Issuer shall from time to time, when required to by the terms of the Credit Support Annex, transfer some or all the Collateral Securities to the Swap Counterparty. Such Collateral Securities once transferred will no longer form part of the Charged Assets. To the extent that any Collateral Securities so transferred are subsequently returned by the Swap Counterparty to the Issuer pursuant to the Credit Support Annex, such Collateral Securities shall be credited to the Depositary Account and shall thereupon be comprised in the Charged

Assets.

The Charged Assets shall also include all securities or cash which may be transferred to the Issuer by the Swap Counterparty pursuant to the Credit Support Annex (the “**Credit Support Assets**”). Any such Credit Support Assets shall be held by the Custodian on behalf of the Issuer and the Issuer shall only be entitled to realise the value of such Credit Support Assets upon early redemption of the Notes in circumstances where an Event of Default has occurred pursuant to the Swap Agreement.

Following the instructions of the Noteholder, the Trustee released (i) EUR 370,000 nominal amount of BTPS 3.850 per cent. due 15/12/2029 issued by the Republic of Italy, ISIN Code: IT0005519787; and (ii) EUR 250,000 nominal amount of BTPS 0.400 per cent. due 15/05/2030 issued by the Republic of Italy, ISIN Code: IT0005387052 (the “**Released Charged Assets**”) from the security created pursuant to the Trust Deed on the Amendment Date. The Released Charged Assets are to be delivered to the Swap Counterparty as an Interim Exchange Amount under the Swap Transaction on the Amendment Date.

- | | | |
|-----|---------------------------------|--|
| 12. | Depository Account: | The account of the Custodian in which the Collateral Securities and any securities forming part of the Credit Support Assets are held from time to time. |
| 13. | Additional Charging Instrument: | Not applicable. |
| 14. | Charged Agreement: | <p>The Charged Agreement with respect to the Notes is the International Swaps and Derivatives Association, Inc. 2002 form of Master Agreement (Multicurrency – Cross Border) and a schedule thereto dated as of the Issue Date between the Issuer and the Swap Counterparty, which the Issuer and the Swap Counterparty have entered into by executing the Constituting Instrument (the “ISDA Master Agreement”) as supplemented by a (a) confirmation entered into on the Issue Date and amended and restated on 14 June 2023, and further amended and restated on the Amendment Date (the “Swap Confirmation”) relating to an interest rate and asset swap transaction between the Issuer and the Swap Counterparty (the “Swap Transaction”); and (b) the ISDA 1995 form of the credit support annex (Bilateral Form-Transfer) (English Law) dated as of the same date and entered into with respect to the Swap Transaction (the “Credit Support Annex”).</p> |

The description of the Swap Transaction and the Credit Support Annex set out below are a summary of certain features of the Swap Transaction and the Credit Support Annex and are qualified by reference to the detailed provisions of the Swap Transaction

and the Credit Support Annex.

Payments under the Swap Transaction

The Issuer paid to the Swap Counterparty an amount equal to the net proceeds of the issue of the Notes and sums equal to principal and interest payable from time to time in respect of the Collateral Securities on each date under the terms of the Swap Transaction on which such amounts of principal and interest are scheduled to be paid (all as set out in the terms and conditions of the Collateral Securities in force as of the Issue Date) and the Swap Counterparty delivered the Collateral Securities on the Issue Date and pay the interest and principal amounts payable on the Notes on each Interest Payment Date, Instalment Date and the Maturity Date. On the Amendment Date, the Issuer will deliver the Released Charged Assets to the Swap Counterparty and the Swap Counterparty shall pay EUR 630,417 to the Issuer as an Interim Exchange Amount under the Swap Transaction.

Termination of the Swap Transaction

The Swap Transaction may terminate prior to the Maturity Date of the Notes in, among others, the following circumstances:

- (i) if at any time the Notes become subject to mandatory redemption (in whole) under Condition 7(b), Condition 7(c), Condition 7(e) or Condition 9;
- (ii) at the option of one party, if there is a failure by the other party to pay any amounts due, or to comply with or perform any obligation, under the Swap Transaction; and
- (iii) upon the occurrence of certain other events with respect to either party to the Swap Transaction, including insolvency.

Except as specified above and in certain other circumstances specified in the Swap Transaction, the Swap Transaction shall terminate on the Maturity Date.

Consequences of Early Termination

Upon any such early termination of the Swap Transaction, a termination payment may be payable by one party to the other determined on the basis of the replacement cost (or gain, in which case expressed as a negative number) that would have the effect of preserving the economic value for the

other party of the Swap Transaction.

Credit Support Annex

Under the terms of the Credit Support Annex any Collateral Securities or Credit Support Assets held by the Issuer will be released and transferred to the Swap Counterparty in the event that a Delivery Amount or Return Amount is due to the Swap Counterparty. When the Issuer transfers Eligible Credit Support in the event that a Delivery Amount is due, the Issuer will be an unsecured creditor of the Swap Counterparty for the return of Equivalent Credit Support.

In the event that Eligible Credit Support is delivered to the Issuer pursuant to the Credit Support Annex, the Issuer's rights against the Custodian pursuant to the Custody Agreement will extend to and include the Credit Support Assets.

If the Notes become subject to mandatory redemption in full pursuant to the provisions of Condition 7(b) (*Mandatory redemption*), Condition 7(e) (*Redemption for taxation*), Condition 9 (Events of Default) or are purchased pursuant to Condition 7(i) (*Purchase*) or redeemed on the Maturity Date, the Issuer shall return Equivalent Credit Support in relation to the Eligible Credit Support comprising the Swap Counterparty's Credit Support Balance to the Swap Counterparty or the Swap Counterparty shall return Equivalent Credit Support in relation to the Eligible Credit Support comprising the Issuer's Credit Support Balance on the due date for redemption of the Notes (as set out in more detail in the Credit Support Annex). However, if the Notes become subject to mandatory redemption under Condition 7(c) (*Redemption on termination of Charged Agreement*) following an event of default under the Swap Agreement, there shall be no return of Credit Support Assets by the Issuer or Equivalent Credit Support by the Swap Counterparty. Instead the Collateral shall become enforceable in accordance with the terms of Condition 4(c) and the Trust Deed.

"Delivery Amount", "Return Amount", "Eligible Credit Support", "Equivalent Credit Support" and "Credit Support Balance" shall have the meanings given to them in the Credit Support Annex.

15. Security:

The Collateral for the Notes comprises:

- (i) a first fixed charge on and an assignment by way of security of, in favour of the Trustee, the Charged Assets, all debts represented

thereby and all rights and Proceeds derived therefrom;

(ii) (a) an assignment by way of security in favour of the Trustee of all the Issuer's rights against the Custodian under the Custody Agreement and all sums derived therefrom and (b) a first fixed charge in favour of the Trustee of all funds in respect of such of the Charged Assets as are held from time to time by the Custodian;

(iii) an assignment by way of security in favour of the Trustee of all the Issuer's rights, title, benefit and interest in, to and under the Agency Agreement and all sums derived therefrom;

(iv) an assignment by way of security in favour of the Trustee as trustee of all the Issuer's rights, title, benefit and interest in, to and under the Charged Agreement and any sums and any other assets derived therefrom; and

(v) an assignment by way of security in favour of the Trustee of all the Issuer's right, title, benefit and interest in, to and under the Placing Agreement.

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| 16. | Fixed Rate Note Provisions: | Not applicable. |
| 17. | Floating Rate Note Provisions: | Not applicable. |
| 18. | Zero Coupon Note Provisions: | Not applicable. |
| 19. | Interest Only Note Provisions: | Not applicable. |
| 20. | Long Maturity Note Provisions: | Not applicable. |
| 21. | Index-Linked/Credit-Linked Note Provisions: | Not applicable. |
| 22. | Variable Coupon Amount Note Provisions: | Applicable from and including the Issue Date to the Maturity Date. |
| | (i) Interest Payment Dates: | Each date specified in Column A of Annex 1 hereto in respect of which an Interest Amount is payable. |
| | (ii) Interest Amount: | On each Interest Payment Date an aggregate amount of interest will be payable on the Notes corresponding to the amount specified with respect to such date in Column C of Annex 1 hereto (the " Aggregate Interest Amount ") and accordingly, in respect of an Interest Payment Date, an amount shall be paid per Note equal to such Note's <i>pro rata</i> share of the Aggregate Interest Amount relating to such Interest Payment Date. |

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| 23. | Dual Currency Note Provisions: | Not applicable. |
| 24. | Other Type of Note Provisions: | Not applicable. |
| 25. | Call/Put Option: | Not applicable and, therefore, Condition 7(h) shall not apply. |
| 26. | Scheduled Redemption Amount: | Redemption by instalments as specified and further described in paragraph 35 below. |
| 27. | Early Redemption Amount payable on mandatory redemption, redemption for taxation reasons or on termination of the Charged Agreement or on default and the method of calculating the same (if required or if different from that set out in the Conditions): | Subject to paragraph 48(ii)(<i>Collateral Replacement Securities</i>) below, if the Notes become subject to early redemption pursuant to Condition 7(b)(including a Charged Assets Optional Redemption Event), Condition 7(c), Condition 7(e) or Condition 9, the Notes shall be early redeemed at an amount equal to a <i>pro rata</i> share of (i) the realisation proceeds of the Charged Assets, (ii) plus any swap termination payment (if any) payable by the Swap Counterparty to the Issuer or minus any swap termination payment (if any) payable by the Issuer to the Swap Counterparty under the Swap Transaction, (iii) minus any fees, costs and expenses incurred in connection with the Early Redemption of the Notes (all as described in Conditions 4 and 7(g) of the Notes). |
| 28. | Notes issued in bearer or registered form: | Bearer. |
| 29. | Whether Notes will be C Notes or D Notes: | D Notes. |
| 30. | Provisions for exchange of Temporary Global Note: | The Temporary Global Note shall be exchangeable for a Permanent Global Note on or after 40 days from the Issue Date (or such later date as may be determined to be the Exchange Date in accordance with the terms of such Temporary Global Note) upon certification as to non-U.S. beneficial ownership. |
| 31. | Provisions for exchange of Permanent Global Note: | The Permanent Global Note shall be exchangeable for definitive Bearer Notes in the limited circumstances set out in Condition 1(a)(1). |
| 32. | New Global Note: | No. |
| 33. | Talons to be attached to the Notes and, if applicable, the number of Interest Payment Dates between the maturity for each Talon: | No. |
| 34. | Additional Financial Centre(s) or other special provisions relating to Payment Dates: | None. |
| 35. | Details relating to Instalment Notes: amount of each instalment, date on | Applicable. |

which each payment is to be made:

The Notes shall be redeemed (except on early redemption in full pursuant to Condition 7(b), Condition 7(c), Condition 7(e) or Condition 9) in instalments, by payment of an Instalment Amount in respect of each Note on each Instalment Date. On each Instalment Date, the aggregate principal amount of the Notes shall be reduced by an amount equal to the Aggregate Instalment Amount relating to such Instalment Date and the outstanding principal amount of each Note shall be reduced by an amount equal to the relevant Instalment Amount due on such Instalment Date. The Instalment Amount should be received by the Issuer in accordance with the terms of the Charged Agreement.

For these purposes:

“Aggregate Instalment Amount” means, in respect of an Instalment Date, the amount specified next to such Instalment Date in Column D of Annex 1 hereto.

“Instalment Amount” means, in respect of an Instalment Date, an amount per Note equal to such Note’s *pro rata* share of the Aggregate Instalment Amount relating to such Instalment Date.

(i) Instalment Dates:

Each date specified in Column A of Annex 1 hereto in respect of which an Instalment Amount is payable.

36. Governing Law of the Notes:

English law.

37. Listing and Admission to Trading:

The Notes are admitted to listing on the Vienna MTF and to trading on its exchange-regulated market.

38. Rating:

The Notes will not be rated.

39. Business Days:

Any day on which the Trans-European-Automated Real-time Gross Settlement Express Transfer (TARGET2) system or its successor in business is open.

40. Settlement Procedures:

The Notes have been accepted for settlement in Euroclear and Clearstream, Luxembourg.

41. Alternative Clearing System:

Not applicable.

42. ISIN Code:

XS2609462002

43. Common Code:

260946200

44. Intended to be held in a manner which would allow Eurosystem eligibility:

No.

45. Agent for service of process: For the purposes of Condition 18 (*Governing Law and Submission to Jurisdiction*), the Issuer has appointed Banco Santander, S.A., London Branch as its agent for service of any proceedings in England in relation to the Notes and the Constituting Instrument.

DISTRIBUTION

46. (i) If syndicated, names and addresses of managers and underwriting commitments: Not applicable.
- (ii) Stabilising manager (if any): Not applicable.
- (iii) TEFRA: The D Rules are applicable.
- (iv) Additional Selling Restrictions: Not applicable.
47. Post-issuance information: Not applicable.
48. Additional provisions: Applicable.
- (i) Charged Assets Optional Redemption Event: If:
- (A) Arval Service Lease ("**Arval**") exercises at any time its right to early redeem, in whole or in part, the EUR 5,000,000.00 nominal amount of 4.750 per cent. Fixed Rate Notes due 22/05/2027 (ISIN Code: FR001400E3H8) issued by Arval forming part of the Charged Assets; and/or
- (B) ING Groep N.V. ("**ING**") exercises at any time its right to early redeem in full the EUR 6,000,000.00 nominal amount of 0.375 per cent. Fixed Rate Notes due 20/07/2026 (ISIN Code: XS2343822842), issued by ING forming part of the Charged Assets,
- (each, a "**Charged Assets Optional Redemption Event**"),
- then, a Mandatory Redemption Event pursuant to Condition 7(b) shall be deemed to have occurred and the Notes will be early redeemed in accordance with paragraph 27 above.
- (ii) Collateral Securities Replacement: Upon the occurrence of a Mandatory Redemption Event pursuant to Condition 7(b)(1) or a Charged Assets Optional Redemption Event in respect of any part of the Collateral Securities forming part of the Charged Assets (such affected Collateral Securities, the "**Defaulted Collateral Securities**"), the Swap Counterparty may replace the Defaulted Collateral Securities within 12 Business Days after the occurrence of the relevant Mandatory Redemption Event or Charged Assets Optional

Redemption Event with replacement securities which shall be approved by the Noteholders by means of a written resolution, which shall include instructions to the Issuer to enter into the relevant agreements (including, but not limited to, any supplemental constituting instrument or amendment to the Charged Agreement) which may be necessary to effect the replacement of the Defaulted Collateral Securities.

ANNEX 1

| Interest Payment Date / Instalment Date | Amount of interest and principal payable to the Noteholder on the relevant date (EUR) | Aggregate Interest Amounts (EUR) | Aggregate Instalment Amounts (EUR) | Outstanding Nominal Amount following applicable payment (EUR) |
|---|---|---|---|--|
| 22/11/2023 | 2,971,309.84 | 2,396,560.84 | 574,749.00 | 223,242,756.21 |
| 20/12/2023 | 2,384,160.98 | 2,384,160.98 | - | 223,242,756.21 |
| 22/01/2024 | 2,371,625.50 | 2,371,625.50 | - | 223,242,756.21 |
| 21/02/2024 | 2,359,152.08 | 2,359,152.08 | - | 223,242,756.21 |
| 20/03/2024 | 2,346,608.02 | 2,346,608.02 | - | 223,242,756.21 |
| 22/04/2024 | 2,334,196.65 | 2,334,196.65 | - | 223,242,756.21 |
| 22/05/2024 | 2,321,646.86 | 2,321,646.86 | - | 223,242,756.21 |
| 20/06/2024 | 2,309,262.43 | 2,309,262.43 | - | 223,242,756.21 |
| 22/07/2024 | 2,296,550.61 | 2,296,550.61 | - | 223,242,756.21 |
| 21/08/2024 | 2,284,099.02 | 2,284,099.02 | - | 223,242,756.21 |
| 20/09/2024 | 2,271,665.34 | 2,271,665.34 | - | 223,242,756.21 |
| 22/10/2024 | 2,259,903.78 | 2,259,903.78 | - | 223,242,756.21 |
| 20/11/2024 | 2,247,233.62 | 2,247,233.62 | - | 223,242,756.21 |
| 20/12/2024 | 2,234,826.19 | 2,234,826.19 | - | 223,242,756.21 |
| 22/01/2025 | 2,222,050.44 | 2,222,050.44 | - | 223,242,756.21 |
| 20/02/2025 | 2,209,637.83 | 2,209,637.83 | - | 223,242,756.21 |
| 20/03/2025 | 2,196,893.39 | 2,196,893.39 | - | 223,242,756.21 |
| 22/04/2025 | 2,184,474.14 | 2,184,474.14 | - | 223,242,756.21 |
| 21/05/2025 | 2,172,156.69 | 2,172,156.69 | - | 223,242,756.21 |
| 20/06/2025 | 2,159,836.75 | 2,159,836.75 | - | 223,242,756.21 |
| 22/07/2025 | 2,147,514.32 | 2,147,514.32 | - | 223,242,756.21 |
| 20/08/2025 | 2,135,087.29 | 2,135,087.29 | - | 223,242,756.21 |
| 22/09/2025 | 2,122,534.88 | 2,122,534.88 | - | 223,242,756.21 |
| 22/10/2025 | 2,110,857.43 | 2,110,857.43 | - | 223,242,756.21 |

| | | | | |
|------------|--------------|--------------|--------------|----------------|
| 20/11/2025 | 2,098,517.94 | 2,098,517.94 | - | 223,242,756.21 |
| 22/12/2025 | 2,086,175.96 | 2,086,175.96 | - | 223,242,756.21 |
| 21/01/2026 | 2,073,811.33 | 2,073,811.33 | - | 223,242,756.21 |
| 20/02/2026 | 2,061,464.37 | 2,061,464.37 | - | 223,242,756.21 |
| 20/03/2026 | 2,049,114.91 | 2,049,114.91 | - | 223,242,756.21 |
| 22/04/2026 | 2,036,390.35 | 2,036,390.35 | - | 223,242,756.21 |
| 20/05/2026 | 2,024,016.17 | 835,049.20 | 1,188,966.98 | 222,053,789.23 |
| 22/06/2026 | 2,011,440.97 | - | 2,011,440.97 | 220,042,348.27 |
| 22/07/2026 | 1,999,196.61 | - | 1,999,196.61 | 218,043,151.66 |
| 20/08/2026 | 1,986,937.25 | - | 1,986,937.25 | 216,056,214.41 |
| 22/09/2026 | 1,974,743.60 | - | 1,974,743.60 | 214,081,470.82 |
| 21/10/2026 | 1,962,832.14 | - | 1,962,832.14 | 212,118,638.68 |
| 20/11/2026 | 1,950,005.76 | - | 1,950,005.76 | 210,168,632.92 |
| 22/12/2026 | 1,937,797.66 | - | 1,937,797.66 | 208,230,835.26 |
| 20/01/2027 | 1,925,587.23 | - | 1,925,587.23 | 206,305,248.03 |
| 22/02/2027 | 1,913,374.48 | - | 1,913,374.48 | 204,391,873.55 |
| 22/03/2027 | 1,901,159.39 | - | 1,901,159.39 | 202,490,714.16 |
| 21/04/2027 | 1,888,639.12 | - | 1,888,639.12 | 200,602,075.04 |
| 20/05/2027 | 1,876,648.53 | - | 1,876,648.53 | 198,725,426.51 |
| 22/06/2027 | 1,864,414.38 | - | 1,864,414.38 | 196,861,012.13 |
| 21/07/2027 | 1,852,419.51 | - | 1,852,419.51 | 195,008,592.62 |
| 20/08/2027 | 1,840,422.51 | - | 1,840,422.51 | 193,168,170.11 |
| 22/09/2027 | 1,828,423.36 | - | 1,828,423.36 | 191,339,746.75 |
| 20/10/2027 | 1,816,611.11 | - | 1,816,611.11 | 189,523,135.64 |
| 22/11/2027 | 1,804,532.44 | - | 1,804,532.44 | 187,718,603.20 |
| 22/12/2027 | 1,792,519.21 | - | 1,792,519.21 | 185,926,083.99 |
| 20/01/2028 | 1,780,443.16 | - | 1,780,443.16 | 184,145,640.83 |
| 22/02/2028 | 1,768,125.95 | - | 1,768,125.95 | 182,377,514.89 |

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|------------|--------------|---|--------------|----------------|
| 22/03/2028 | 1,756,084.51 | - | 1,756,084.51 | 180,621,430.37 |
| 20/04/2028 | 1,744,058.71 | - | 1,744,058.71 | 178,877,371.66 |
| 22/05/2028 | 1,732,180.79 | - | 1,732,180.79 | 177,145,190.87 |
| 21/06/2028 | 1,720,447.92 | - | 1,720,447.92 | 175,424,742.95 |
| 20/07/2028 | 1,708,712.27 | - | 1,708,712.27 | 173,716,030.68 |
| 22/08/2028 | 1,696,978.77 | - | 1,696,978.77 | 172,019,051.91 |
| 20/09/2028 | 1,685,240.06 | - | 1,685,240.06 | 170,333,811.85 |
| 20/10/2028 | 1,674,027.07 | - | 1,674,027.07 | 168,659,784.79 |
| 22/11/2028 | 1,662,276.79 | - | 1,662,276.79 | 166,997,508.00 |
| 20/12/2028 | 1,650,524.57 | - | 1,650,524.57 | 165,346,983.43 |
| 22/01/2029 | 1,638,635.26 | - | 1,638,635.26 | 163,708,348.17 |
| 21/02/2029 | 1,626,879.15 | - | 1,626,879.15 | 162,081,469.02 |
| 21/03/2029 | 1,615,121.10 | - | 1,615,121.10 | 160,466,347.93 |
| 20/04/2029 | 1,603,356.25 | - | 1,603,356.25 | 158,862,991.68 |
| 22/05/2029 | 1,591,952.00 | - | 1,591,952.00 | 157,271,039.68 |
| 20/06/2029 | 1,580,546.03 | - | 1,580,546.03 | 155,690,493.65 |
| 20/07/2029 | 1,568,407.15 | - | 1,568,407.15 | 154,122,086.50 |
| 22/08/2029 | 1,556,997.71 | - | 1,556,997.71 | 152,565,088.79 |
| 20/09/2029 | 1,545,586.53 | - | 1,545,586.53 | 151,019,502.26 |
| 22/10/2029 | 1,534,660.56 | - | 1,534,660.56 | 149,484,841.70 |
| 21/11/2029 | 1,523,238.31 | - | 1,523,238.31 | 147,961,603.39 |
| 20/12/2029 | 1,511,814.32 | - | 1,511,814.32 | 146,449,789.07 |
| 22/01/2030 | 1,500,389.48 | - | 1,500,389.48 | 144,949,399.59 |
| 20/02/2030 | 1,488,962.01 | - | 1,488,962.01 | 143,460,437.58 |
| 20/03/2030 | 1,477,532.81 | - | 1,477,532.81 | 141,982,904.77 |
| 22/04/2030 | 1,466,096.15 | - | 1,466,096.15 | 140,516,808.62 |
| 22/05/2030 | 1,455,064.24 | - | 1,455,064.24 | 139,061,744.37 |
| 20/06/2030 | 1,444,052.58 | - | 1,444,052.58 | 137,617,691.79 |

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|------------|--------------|---|--------------|----------------|
| 22/07/2030 | 1,433,039.38 | - | 1,433,039.38 | 136,184,652.41 |
| 21/08/2030 | 1,422,024.65 | - | 1,422,024.65 | 134,762,627.75 |
| 20/09/2030 | 1,411,008.39 | - | 1,411,008.39 | 133,351,619.36 |
| 22/10/2030 | 1,400,437.68 | - | 1,400,437.68 | 131,951,181.68 |
| 20/11/2030 | 1,389,410.94 | - | 1,389,410.94 | 130,561,770.75 |
| 20/12/2030 | 1,378,382.65 | - | 1,378,382.65 | 129,183,388.10 |
| 22/01/2031 | 1,367,352.84 | - | 1,367,352.84 | 127,816,035.26 |
| 20/02/2031 | 1,356,321.48 | - | 1,356,321.48 | 126,459,713.78 |
| 20/03/2031 | 1,345,288.59 | - | 1,345,288.59 | 125,114,425.19 |
| 22/04/2031 | 1,334,247.60 | - | 1,334,247.60 | 123,780,177.59 |
| 21/05/2031 | 1,323,698.64 | - | 1,323,698.64 | 122,456,478.95 |
| 20/06/2031 | 1,313,148.34 | - | 1,313,148.34 | 121,143,330.61 |
| 22/07/2031 | 1,302,596.70 | - | 1,302,596.70 | 119,840,733.91 |
| 20/08/2031 | 1,291,778.57 | - | 1,291,778.57 | 118,548,955.34 |
| 22/09/2031 | 1,281,224.25 | - | 1,281,224.25 | 117,267,731.08 |
| 22/10/2031 | 1,271,076.92 | - | 1,271,076.92 | 115,996,654.16 |
| 20/11/2031 | 1,260,512.74 | - | 1,260,512.74 | 114,736,141.42 |
| 22/12/2031 | 1,249,947.22 | - | 1,249,947.22 | 113,486,194.20 |
| 21/01/2032 | 1,239,380.35 | - | 1,239,380.35 | 112,246,813.85 |
| 20/02/2032 | 1,228,812.15 | - | 1,228,812.15 | 111,018,001.70 |
| 22/03/2032 | 1,218,242.60 | - | 1,218,242.60 | 109,799,759.10 |
| 21/04/2032 | 1,207,395.52 | - | 1,207,395.52 | 108,592,363.58 |
| 20/05/2032 | 1,197,362.35 | - | 1,197,362.35 | 107,395,001.23 |
| 22/06/2032 | 1,187,328.03 | - | 1,187,328.03 | 106,207,673.20 |
| 21/07/2032 | 1,177,292.55 | - | 1,177,292.55 | 105,030,380.65 |
| 20/08/2032 | 1,167,255.91 | - | 1,167,255.91 | 103,863,124.74 |
| 22/09/2032 | 1,157,218.12 | - | 1,157,218.12 | 102,705,906.62 |
| 20/10/2032 | 1,147,550.03 | - | 1,147,550.03 | 101,558,356.58 |

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|------------|--------------|---|--------------|----------------|
| 22/11/2032 | 1,137,181.70 | - | 1,137,181.70 | 100,421,174.88 |
| 22/12/2032 | 1,127,133.39 | - | 1,127,133.39 | 99,294,041.49 |
| 20/01/2033 | 1,117,083.92 | - | 1,117,083.92 | 98,176,957.57 |
| 22/02/2033 | 1,107,033.29 | - | 1,107,033.29 | 97,069,924.27 |
| 22/03/2033 | 1,096,981.50 | - | 1,096,981.50 | 95,972,942.77 |
| 20/04/2033 | 1,086,920.71 | - | 1,086,920.71 | 94,886,022.06 |
| 20/05/2033 | 1,077,452.32 | - | 1,077,452.32 | 93,808,569.74 |
| 22/06/2033 | 1,067,982.94 | - | 1,067,982.94 | 92,740,586.79 |
| 20/07/2033 | 1,058,512.57 | - | 1,058,512.57 | 91,682,074.22 |
| 22/08/2033 | 1,049,041.20 | - | 1,049,041.20 | 90,633,033.02 |
| 21/09/2033 | 1,039,568.84 | - | 1,039,568.84 | 89,593,464.18 |
| 20/10/2033 | 1,030,430.40 | - | 1,030,430.40 | 88,563,033.77 |
| 22/11/2033 | 1,020,949.47 | - | 1,020,949.47 | 87,542,084.30 |
| 21/12/2033 | 1,011,467.55 | - | 1,011,467.55 | 86,530,616.75 |
| 20/01/2034 | 1,001,984.63 | - | 1,001,984.63 | 85,528,632.12 |
| 22/02/2034 | 992,500.72 | - | 992,500.72 | 84,536,131.40 |
| 22/03/2034 | 983,015.80 | - | 983,015.80 | 83,553,115.60 |
| 20/04/2034 | 973,521.66 | - | 973,521.66 | 82,579,593.93 |
| 22/05/2034 | 964,650.99 | - | 964,650.99 | 81,614,942.94 |
| 21/06/2034 | 955,779.47 | - | 955,779.47 | 80,659,163.47 |
| 20/07/2034 | 946,907.10 | - | 946,907.10 | 79,712,256.37 |
| 22/08/2034 | 938,033.87 | - | 938,033.87 | 78,774,222.50 |
| 20/09/2034 | 929,159.80 | - | 929,159.80 | 77,845,062.71 |
| 20/10/2034 | 920,585.52 | - | 920,585.52 | 76,924,477.19 |
| 22/11/2034 | 911,703.38 | - | 911,703.38 | 76,012,773.81 |
| 20/12/2034 | 902,363.57 | - | 902,363.57 | 75,110,410.24 |
| 22/01/2035 | 893,158.56 | - | 893,158.56 | 74,217,251.69 |
| 21/02/2035 | 884,273.86 | - | 884,273.86 | 73,332,977.82 |

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|------------|------------|---|------------|---------------|
| 21/03/2035 | 875,388.31 | - | 875,388.31 | 72,457,589.51 |
| 20/04/2035 | 866,493.40 | - | 866,493.40 | 71,591,096.11 |
| 22/05/2035 | 858,244.18 | - | 858,244.18 | 70,732,851.93 |
| 20/06/2035 | 849,994.24 | - | 849,994.24 | 69,882,857.69 |
| 20/07/2035 | 841,743.56 | - | 841,743.56 | 69,041,114.13 |
| 22/08/2035 | 833,492.15 | - | 833,492.15 | 68,207,621.98 |
| 20/09/2035 | 825,240.01 | - | 825,240.01 | 67,382,381.98 |
| 22/10/2035 | 817,255.37 | - | 817,255.37 | 66,565,126.60 |
| 21/11/2035 | 808,995.81 | - | 808,995.81 | 65,756,130.79 |
| 20/12/2035 | 800,735.52 | - | 800,735.52 | 64,955,395.28 |
| 22/01/2036 | 792,474.49 | - | 792,474.49 | 64,162,920.79 |
| 20/02/2036 | 784,212.73 | - | 784,212.73 | 63,378,708.06 |
| 20/03/2036 | 775,950.23 | - | 775,950.23 | 62,602,757.83 |
| 22/04/2036 | 767,678.32 | - | 767,678.32 | 61,835,079.51 |
| 21/05/2036 | 760,066.16 | - | 760,066.16 | 61,075,013.35 |
| 20/06/2036 | 752,453.36 | - | 752,453.36 | 60,322,559.99 |
| 22/07/2036 | 744,839.93 | - | 744,839.93 | 59,577,720.06 |
| 20/08/2036 | 737,225.86 | - | 737,225.86 | 58,840,494.20 |
| 22/09/2036 | 729,611.16 | - | 729,611.16 | 58,110,883.04 |
| 22/10/2036 | 722,233.67 | - | 722,233.67 | 57,388,649.38 |
| 20/11/2036 | 714,612.06 | - | 714,612.06 | 56,674,037.32 |
| 22/12/2036 | 706,989.82 | - | 706,989.82 | 55,967,047.50 |
| 21/01/2037 | 699,366.95 | - | 699,366.95 | 55,267,680.55 |
| 20/02/2037 | 691,743.44 | - | 691,743.44 | 54,575,937.12 |
| 20/03/2037 | 684,119.29 | - | 684,119.29 | 53,891,817.82 |
| 22/04/2037 | 676,485.80 | - | 676,485.80 | 53,215,332.02 |
| 20/05/2037 | 669,516.11 | - | 669,516.11 | 52,545,815.91 |
| 22/06/2037 | 662,545.85 | - | 662,545.85 | 51,883,270.06 |

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|------------|------------|---|------------|---------------|
| 22/07/2037 | 655,575.04 | - | 655,575.04 | 51,227,695.02 |
| 20/08/2037 | 648,603.67 | - | 648,603.67 | 50,579,091.35 |
| 22/09/2037 | 641,631.75 | - | 641,631.75 | 49,937,459.59 |
| 21/10/2037 | 634,868.82 | - | 634,868.82 | 49,302,590.77 |
| 20/11/2037 | 627,890.53 | - | 627,890.53 | 48,674,700.24 |
| 22/12/2037 | 620,911.68 | - | 620,911.68 | 48,053,788.56 |
| 20/01/2038 | 613,932.28 | - | 613,932.28 | 47,439,856.28 |
| 22/02/2038 | 606,952.32 | - | 606,952.32 | 46,832,903.96 |
| 22/03/2038 | 599,971.80 | - | 599,971.80 | 46,232,932.16 |
| 21/04/2038 | 592,982.11 | - | 592,982.11 | 45,639,950.05 |
| 20/05/2038 | 586,650.71 | - | 586,650.71 | 45,053,299.34 |
| 22/06/2038 | 580,318.82 | - | 580,318.82 | 44,472,980.52 |
| 21/07/2038 | 573,986.43 | - | 573,986.43 | 43,898,994.08 |
| 20/08/2038 | 567,653.55 | - | 567,653.55 | 43,331,340.53 |
| 22/09/2038 | 561,320.18 | - | 561,320.18 | 42,770,020.35 |
| 20/10/2038 | 555,169.75 | - | 555,169.75 | 42,214,850.61 |
| 22/11/2038 | 548,830.47 | - | 548,830.47 | 41,666,020.14 |
| 22/12/2038 | 542,490.69 | - | 542,490.69 | 41,123,529.45 |
| 20/01/2039 | 536,150.42 | - | 536,150.42 | 40,587,379.04 |
| 22/02/2039 | 529,809.65 | - | 529,809.65 | 40,057,569.39 |
| 22/03/2039 | 523,468.39 | - | 523,468.39 | 39,534,101.00 |
| 20/04/2039 | 517,118.21 | - | 517,118.21 | 39,016,982.79 |
| 20/05/2039 | 511,412.68 | - | 511,412.68 | 38,505,570.11 |
| 22/06/2039 | 505,706.71 | - | 505,706.71 | 37,999,863.40 |
| 20/07/2039 | 500,000.28 | - | 500,000.28 | 37,499,863.12 |
| 22/08/2039 | 494,293.41 | - | 494,293.41 | 37,005,569.70 |
| 21/09/2039 | 488,586.10 | - | 488,586.10 | 36,516,983.60 |
| 20/10/2039 | 483,037.88 | - | 483,037.88 | 36,033,945.73 |

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|------------|------------|---|------------|---------------|
| 22/11/2039 | 477,325.18 | - | 477,325.18 | 35,556,620.54 |
| 21/12/2039 | 471,612.04 | - | 471,612.04 | 35,085,008.50 |
| 20/01/2040 | 465,898.45 | - | 465,898.45 | 34,619,110.05 |
| 22/02/2040 | 460,184.41 | - | 460,184.41 | 34,158,925.64 |
| 21/03/2040 | 454,469.93 | - | 454,469.93 | 33,704,455.71 |
| 20/04/2040 | 448,746.91 | - | 448,746.91 | 33,255,708.80 |
| 22/05/2040 | 443,645.51 | - | 443,645.51 | 32,812,063.29 |
| 20/06/2040 | 438,543.70 | - | 438,543.70 | 32,373,519.59 |
| 20/07/2040 | 433,441.49 | - | 433,441.49 | 31,940,078.10 |
| 22/08/2040 | 428,338.86 | - | 428,338.86 | 31,511,739.24 |
| 20/09/2040 | 423,235.83 | - | 423,235.83 | 31,088,503.41 |
| 22/10/2040 | 418,270.24 | - | 418,270.24 | 30,670,233.17 |
| 21/11/2040 | 413,162.29 | - | 413,162.29 | 30,257,070.88 |
| 20/12/2040 | 408,053.93 | - | 408,053.93 | 29,849,016.95 |
| 22/01/2041 | 402,945.16 | - | 402,945.16 | 29,446,071.78 |
| 20/02/2041 | 397,835.99 | - | 397,835.99 | 29,048,235.79 |
| 20/03/2041 | 392,726.40 | - | 392,726.40 | 28,655,509.39 |
| 22/04/2041 | 387,608.74 | - | 387,608.74 | 28,267,900.65 |
| 22/05/2041 | 383,081.49 | - | 383,081.49 | 27,884,819.16 |
| 20/06/2041 | 378,553.86 | - | 378,553.86 | 27,506,265.31 |
| 22/07/2041 | 374,025.85 | - | 374,025.85 | 27,132,239.46 |
| 21/08/2041 | 369,497.46 | - | 369,497.46 | 26,762,742.00 |
| 20/09/2041 | 364,968.69 | - | 364,968.69 | 26,397,773.31 |
| 22/10/2041 | 360,557.89 | - | 360,557.89 | 26,037,215.43 |
| 20/11/2041 | 356,024.70 | - | 356,024.70 | 25,681,190.73 |
| 20/12/2041 | 351,491.13 | - | 351,491.13 | 25,329,699.60 |
| 22/01/2042 | 346,957.18 | - | 346,957.18 | 24,982,742.42 |
| 20/02/2042 | 342,422.85 | - | 342,422.85 | 24,640,319.57 |

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|------------|------------|---|------------|---------------|
| 20/03/2042 | 337,888.15 | - | 337,888.15 | 24,302,431.42 |
| 22/04/2042 | 333,345.92 | - | 333,345.92 | 23,969,085.50 |
| 21/05/2042 | 329,356.21 | - | 329,356.21 | 23,639,729.29 |
| 20/06/2042 | 325,366.16 | - | 325,366.16 | 23,314,363.13 |
| 22/07/2042 | 321,375.75 | - | 321,375.75 | 22,992,987.38 |
| 20/08/2042 | 317,384.99 | - | 317,384.99 | 22,675,602.39 |
| 22/09/2042 | 313,393.88 | - | 313,393.88 | 22,362,208.50 |
| 22/10/2042 | 309,503.39 | - | 309,503.39 | 22,052,705.11 |
| 20/11/2042 | 305,508.32 | - | 305,508.32 | 21,747,196.78 |
| 22/12/2042 | 301,512.90 | - | 301,512.90 | 21,445,683.88 |
| 21/01/2043 | 297,517.13 | - | 297,517.13 | 21,148,166.76 |
| 20/02/2043 | 293,521.00 | - | 293,521.00 | 20,854,645.75 |
| 20/03/2043 | 289,524.52 | - | 289,524.52 | 20,565,121.23 |
| 22/04/2043 | 285,521.11 | - | 285,521.11 | 20,279,600.12 |
| 20/05/2043 | 282,027.99 | - | 282,027.99 | 19,997,572.13 |
| 22/06/2043 | 278,534.55 | - | 278,534.55 | 19,719,037.58 |
| 22/07/2043 | 275,040.78 | - | 275,040.78 | 19,443,996.80 |
| 20/08/2043 | 271,546.68 | - | 271,546.68 | 19,172,450.12 |
| 22/09/2043 | 268,052.26 | - | 268,052.26 | 18,904,397.86 |
| 21/10/2043 | 264,643.17 | - | 264,643.17 | 18,639,754.69 |
| 20/11/2043 | 261,145.24 | - | 261,145.24 | 18,378,609.46 |
| 22/12/2043 | 257,646.98 | - | 257,646.98 | 18,120,962.48 |
| 20/01/2044 | 254,148.40 | - | 254,148.40 | 17,866,814.08 |
| 22/02/2044 | 250,649.49 | - | 250,649.49 | 17,616,164.59 |
| 22/03/2044 | 247,150.25 | - | 247,150.25 | 17,369,014.34 |
| 20/04/2044 | 243,644.70 | - | 243,644.70 | 17,125,369.64 |
| 20/05/2044 | 240,603.60 | - | 240,603.60 | 16,884,766.04 |
| 22/06/2044 | 237,562.20 | - | 237,562.20 | 16,647,203.84 |

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|------------|------------|---|------------|---------------|
| 20/07/2044 | 234,520.49 | - | 234,520.49 | 16,412,683.35 |
| 22/08/2044 | 231,478.49 | - | 231,478.49 | 16,181,204.86 |
| 21/09/2044 | 228,436.18 | - | 228,436.18 | 15,952,768.69 |
| 20/10/2044 | 225,465.86 | - | 225,465.86 | 15,727,302.83 |
| 22/11/2044 | 222,420.47 | - | 222,420.47 | 15,504,882.36 |
| 21/12/2044 | 219,374.77 | - | 219,374.77 | 15,285,507.59 |
| 20/01/2045 | 216,328.78 | - | 216,328.78 | 15,069,178.81 |
| 22/02/2045 | 213,282.47 | - | 213,282.47 | 14,855,896.34 |
| 22/03/2045 | 210,235.87 | - | 210,235.87 | 14,645,660.47 |
| 20/04/2045 | 207,183.58 | - | 207,183.58 | 14,438,476.89 |
| 22/05/2045 | 204,549.65 | - | 204,549.65 | 14,233,927.24 |
| 21/06/2045 | 201,915.44 | - | 201,915.44 | 14,032,011.81 |
| 20/07/2045 | 199,280.94 | - | 199,280.94 | 13,832,730.86 |
| 22/08/2045 | 196,646.17 | - | 196,646.17 | 13,636,084.69 |
| 20/09/2045 | 194,011.12 | - | 194,011.12 | 13,442,073.56 |
| 20/10/2045 | 191,436.55 | - | 191,436.55 | 13,250,637.01 |
| 22/11/2045 | 188,798.84 | - | 188,798.84 | 13,061,838.17 |
| 20/12/2045 | 186,160.85 | - | 186,160.85 | 12,875,677.32 |
| 22/01/2046 | 183,522.58 | - | 183,522.58 | 12,692,154.74 |
| 21/02/2046 | 180,884.03 | - | 180,884.03 | 12,511,270.72 |
| 21/03/2046 | 178,245.19 | - | 178,245.19 | 12,333,025.52 |
| 20/04/2046 | 175,601.29 | - | 175,601.29 | 12,157,424.23 |
| 22/05/2046 | 173,330.00 | - | 173,330.00 | 11,984,094.23 |
| 20/06/2046 | 171,058.45 | - | 171,058.45 | 11,813,035.77 |
| 20/07/2046 | 168,786.65 | - | 168,786.65 | 11,644,249.13 |
| 22/08/2046 | 166,514.58 | - | 166,514.58 | 11,477,734.54 |
| 20/09/2046 | 164,242.27 | - | 164,242.27 | 11,313,492.28 |
| 22/10/2046 | 162,020.59 | - | 162,020.59 | 11,151,471.68 |

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| 21/11/2046 | 159,746.01 | - | 159,746.01 | 10,991,725.68 |
| 20/12/2046 | 157,471.17 | - | 157,471.17 | 10,834,254.51 |
| 22/01/2047 | 155,196.07 | - | 155,196.07 | 10,679,058.44 |
| 20/02/2047 | 152,920.71 | - | 152,920.71 | 10,526,137.73 |
| 20/03/2047 | 150,645.10 | - | 150,645.10 | 10,375,492.63 |
| 22/04/2047 | 148,365.00 | - | 148,365.00 | 10,227,127.63 |
| 22/05/2047 | 146,415.06 | - | 146,415.06 | 10,080,712.56 |
| 20/06/2047 | 144,464.89 | - | 144,464.89 | 9,936,247.67 |
| 22/07/2047 | 142,514.49 | - | 142,514.49 | 9,793,733.19 |
| 21/08/2047 | 140,563.85 | - | 140,563.85 | 9,653,169.33 |
| 20/09/2047 | 138,612.98 | - | 138,612.98 | 9,514,556.35 |
| 22/10/2047 | 136,704.44 | - | 136,704.44 | 9,377,851.92 |
| 20/11/2047 | 134,751.66 | - | 134,751.66 | 9,243,100.25 |
| 20/12/2047 | 132,798.66 | - | 132,798.66 | 9,110,301.60 |
| 22/01/2048 | 130,845.42 | - | 130,845.42 | 8,979,456.18 |
| 20/02/2048 | 128,891.94 | - | 128,891.94 | 8,850,564.23 |
| 20/03/2048 | 126,938.24 | - | 126,938.24 | 8,723,626.00 |
| 22/04/2048 | 124,980.57 | - | 124,980.57 | 8,598,645.42 |
| 20/05/2048 | 123,313.65 | - | 123,313.65 | 8,475,331.77 |
| 22/06/2048 | 121,646.51 | - | 121,646.51 | 8,353,685.26 |
| 22/07/2048 | 119,979.17 | - | 119,979.17 | 8,233,706.09 |
| 20/08/2048 | 118,311.62 | - | 118,311.62 | 8,115,394.47 |
| 22/09/2048 | 116,643.86 | - | 116,643.86 | 7,998,750.61 |
| 21/10/2048 | 115,011.46 | - | 115,011.46 | 7,883,739.16 |
| 20/11/2048 | 113,342.12 | - | 113,342.12 | 7,770,397.03 |
| 22/12/2048 | 111,672.58 | - | 111,672.58 | 7,658,724.45 |
| 20/01/2049 | 110,002.83 | - | 110,002.83 | 7,548,721.62 |
| 22/02/2049 | 108,332.87 | - | 108,332.87 | 7,440,388.74 |

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| 22/03/2049 | 106,662.70 | - | 106,662.70 | 7,333,726.04 |
| 21/04/2049 | 104,989.06 | - | 104,989.06 | 7,228,736.98 |
| 20/05/2049 | 103,570.12 | - | 103,570.12 | 7,125,166.85 |
| 22/06/2049 | 102,151.00 | - | 102,151.00 | 7,023,015.86 |
| 21/07/2049 | 100,731.69 | - | 100,731.69 | 6,922,284.17 |
| 20/08/2049 | 99,312.19 | - | 99,312.19 | 6,822,971.98 |
| 22/09/2049 | 97,892.50 | - | 97,892.50 | 6,725,079.48 |
| 20/10/2049 | 96,502.41 | - | 96,502.41 | 6,628,577.07 |
| 22/11/2049 | 95,081.44 | - | 95,081.44 | 6,533,495.63 |
| 22/12/2049 | 93,660.29 | - | 93,660.29 | 6,439,835.34 |
| 20/01/2050 | 92,238.95 | - | 92,238.95 | 6,347,596.39 |
| 22/02/2050 | 90,817.43 | - | 90,817.43 | 6,256,778.97 |
| 22/03/2050 | 89,395.71 | - | 89,395.71 | 6,167,383.25 |
| 20/04/2050 | 87,970.98 | - | 87,970.98 | 6,079,412.27 |
| 20/05/2050 | 86,767.58 | - | 86,767.58 | 5,992,644.69 |
| 22/06/2050 | 85,564.02 | - | 85,564.02 | 5,907,080.67 |
| 20/07/2050 | 84,360.30 | - | 84,360.30 | 5,822,720.37 |
| 22/08/2050 | 83,156.41 | - | 83,156.41 | 5,739,563.96 |
| 21/09/2050 | 81,952.36 | - | 81,952.36 | 5,657,611.61 |
| 20/10/2050 | 80,773.14 | - | 80,773.14 | 5,576,838.47 |
| 22/11/2050 | 79,568.07 | - | 79,568.07 | 5,497,270.40 |
| 21/12/2050 | 78,362.83 | - | 78,362.83 | 5,418,907.57 |
| 20/01/2051 | 77,157.43 | - | 77,157.43 | 5,341,750.13 |
| 22/02/2051 | 75,951.87 | - | 75,951.87 | 5,265,798.26 |
| 22/03/2051 | 74,746.14 | - | 74,746.14 | 5,191,052.12 |
| 20/04/2051 | 73,537.79 | - | 73,537.79 | 5,117,514.33 |
| 22/05/2051 | 72,520.86 | - | 72,520.86 | 5,044,993.47 |
| 21/06/2051 | 71,503.78 | - | 71,503.78 | 4,973,489.68 |

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|------------|--------------|---|--------------|--------------|
| 20/07/2051 | 70,486.57 | - | 70,486.57 | 4,903,003.12 |
| 22/08/2051 | 69,469.21 | - | 69,469.21 | 4,833,533.91 |
| 20/09/2051 | 68,451.71 | - | 68,451.71 | 4,765,082.21 |
| 20/10/2051 | 67,455.15 | - | 67,455.15 | 4,697,627.06 |
| 22/11/2051 | 66,436.84 | - | 66,436.84 | 4,631,190.21 |
| 20/12/2051 | 65,418.40 | - | 65,418.40 | 4,565,771.82 |
| 22/01/2052 | 64,399.81 | - | 64,399.81 | 4,501,372.00 |
| 21/02/2052 | 63,381.08 | - | 63,381.08 | 4,437,990.92 |
| 20/03/2052 | 62,362.21 | - | 62,362.21 | 4,375,628.71 |
| 22/04/2052 | 61,341.08 | - | 61,341.08 | 4,314,287.63 |
| 22/05/2052 | 60,484.43 | - | 60,484.43 | 4,253,803.20 |
| 20/06/2052 | 59,627.66 | - | 59,627.66 | 4,194,175.54 |
| 22/07/2052 | 58,770.77 | - | 58,770.77 | 4,135,404.76 |
| 21/08/2052 | 57,913.76 | - | 57,913.76 | 4,077,491.00 |
| 20/09/2052 | 57,056.64 | - | 57,056.64 | 4,020,434.36 |
| 22/10/2052 | 56,217.26 | - | 56,217.26 | 3,964,217.10 |
| 20/11/2052 | 55,359.50 | - | 55,359.50 | 3,908,857.61 |
| 20/12/2052 | 54,501.61 | - | 54,501.61 | 3,854,355.99 |
| 22/01/2053 | 53,643.61 | - | 53,643.61 | 3,800,712.38 |
| 20/02/2053 | 52,785.49 | - | 52,785.49 | 3,747,926.89 |
| 20/03/2053 | 3,747,926.89 | - | 3,747,926.89 | 0.00 |

SCHEDULE 3: SWAP TRANSACTION

To: CiMA Finance Designated Activity Company
Block A
George's Quay Plaza
George's Quay
Dublin 2 Ireland
Attention: The Directors

From: Banco Santander, S.A.

RE: CIMA/S-2023-3

SWAP CONFIRMATION

Dear all,

The purpose of this letter agreement (this "**Confirmation**") is to amend and restate the terms of the transaction entered into between Banco Santander, S.A. ("**Party A**") and CiMA Finance Designated Activity Company ("**Party B**") on the Trade Date specified below, as amended and restated on 14 June 2023 (the "**Original Swap Confirmation**") (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below and amends and restates the Original Swap Confirmation with effect from 6 November 2023 and not at any time, for the avoidance of doubt, prior to such date.

The definitions and provisions contained in the 2006 ISDA Definitions (the "**Definitions**") as published by the International Swaps and Derivatives Association, Inc. are incorporated by reference herein. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to the 2002 form of the ISDA Master Agreement (Multicurrency-Cross Border) published by ISDA and a Schedule thereto dated as of 5 May 2023, as amended and supplemented from time to time (the "**Agreement**"), as amended and supplemented by a Credit Support Annex effective as of 6 November 2023, entered into between Party A and Party B by the execution of the Constituting Instrument dated 5 May 2023 which was amended and restated on 14 June 2023 and which has been further amended and restated on 6 November 2023 (the "**Constituting Instrument**"), by and among the persons thereto for purposes of constituting Series 2023-3 EUR 225,400,000 Amortizing Secured Limited Recourse Notes due 2053 (the "**Notes**") issued by CiMA Finance Designated Activity Company under its EUR 10,000,000,000 Programme for the issue of Notes and the making of Alternative Investments (the "**Programme**"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below. All terms defined in the Agreement and not otherwise defined herein shall have the meanings assigned in the Agreement. References to "Notes", the "Terms and Conditions" in respect of the Notes and any other capitalized term that is used but not defined herein, the Agreement, the Definitions shall have their respective meanings ascribed to them in the Constituting Instrument and in the event of any inconsistency between words and meaning defined in the Constituting Instrument and words and meaning defined in this Confirmation, this Confirmation will prevail.

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

1. General Terms

Trade Date: 31 March 2023.

Effective Date: 5 May 2023.

Termination Date: 25 March 2053, subject to adjustment in accordance with the Business Day Convention.

Notional Amount: EUR 225,400,000.

Calculation Agent City: Madrid.

Business Day: TARGET2 Settlement Day.

Business Day Convention: Modified Following.

Fixed Amounts:

Fixed Amount Payer: Party A.

Fixed Amounts: On each Fixed Amount Payment Date, Party A shall pay to Party B the amount specified with respect to such date in Column B of Annex 1 hereto.

Fixed Amount Payment Dates: Each date set out in Column A of Annex 1 hereto in respect of which a Fixed Amount is payable, subject to adjustment in each case in accordance with the Modified Following Business Day Convention with No Adjustment to Period End Dates.

Variable Amounts:

Variable Amount Payer: Party B.

Variable Amount Payments: Party B will pay to Party A amounts equal to each amount of principal and interest payable in respect of the Collateral Securities (as defined in the Terms and Conditions of the Notes) on each date falling during the Term of this Transaction on which such amounts of principal and interest are scheduled to be paid (in accordance with the terms and conditions of such Collateral Securities in effect as of the Trade Date).

Exchange Amounts Party A:

Initial Exchange Date: Effective Date.

Initial Exchange Amount: Delivery of the Collateral Securities with full title guarantee to the Custodian for the account of Party B.

Exchange Amounts Party B:

Initial Exchange Date: Effective Date.

Initial Exchange Amount: EUR 225,368,998.

Interim Exchange

Interim Exchange Date: 6 November 2023.

Party A Interim Exchange Amount: EUR 630,417.

Party B Interim Exchange Amount: Delivery of the Released Charged Assets to Party A free from any charges, liens or any other security interest of the Trustee.

2. **Additional Provisions**

2.1 Withholding or Deductions in respect of Collateral Securities.

For the avoidance of doubt, no Variable Amounts payable by Party B to Party A hereunder shall be reduced on account of any deduction or withholding from any payment in respect of the Collateral Securities (if any) on account of any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any such payment in respect of the Collateral Securities, or on account of any right of set-off, or for any other reason whatsoever.

3. **Notice and Account Details**

Telephone and Facsimile Numbers and Contact Details for Notices:

Party A: Banco Santander, S.A.

Santander S.B.G.M.
Avenida de Cantabria, s/n
Ciudad Grupo Santander
Edificio Dehesa, Planta 1
28660 Boadilla del Monte (Madrid)
Attention: BO Derivatives Documentation
Facsimile No.: (+34) 912 57 04 66
Telephone No.: (+34) 912 89 23 58

Party B: CiMA Finance Designated Activity Company

Block A
George's Quay Plaza
George's Quay
Dublin 2 Ireland

Attention: The Directors
Telephone: + 353 (0)1 963 1030

Account Details for Party A: To be notified by Party A

Account Details for Party B: In your account with us

4. **Offices**

Party A: Madrid

Party B: Dublin

5. **Calculation Agent**

Party A acting in a commercially reasonable manner and in good faith according to its customary practices and procedures, provided, however, that absent manifest error, the Calculation Agent's computations hereunder shall be binding for all purposes.

6. **Representations**

(A) Each party represents and warrants to the other party as of the Trade Date that it is entering into this Transaction for investment, financial intermediation, hedging or other commercial purposes.

(B) Each party hereby agrees that, as of the Trade Date:

- (1) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.
- (2) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- (3) **Status of Parties.** The other party is not acting as a fiduciary for or an advisor to it in respect of this Transaction.
- (4) **Hedging.** Each party may hedge its obligations under this Transaction by entering into another swap or similar transaction with the other party or with a third party.

7. **Assignment**

This Transaction may not be assigned by either party without the prior written consent of the other party.

8. **Governing Law**

This Confirmation shall be governed by and construed in accordance with English law. Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this confirmation enclosed for that purpose and returning it to us.

Yours faithfully,

BANCO SANTANDER, S.A.

p.p.

ByBy:

Name:

Name:

Title: Authorised Signatory

Title: Authorised Signatory

Confirmed as of the date first written above:

CiMA FINANCE DESIGNATED ACTIVITY COMPANY

By:

Name:

ANNEX 1

| Interest Payment Date / Instalment Date | Amount of interest and principal payable to the Noteholder on the relevant date (EUR) | Aggregate Interest Amounts (EUR) | Aggregate Instalment Amounts (EUR) | Outstanding Nominal Amount following applicable payment (EUR) |
|---|---|---|---|--|
| 22/11/2023 | 2,971,309.84 | 2,396,560.84 | 574,749.00 | 223,242,756.21 |
| 20/12/2023 | 2,384,160.98 | 2,384,160.98 | - | 223,242,756.21 |
| 22/01/2024 | 2,371,625.50 | 2,371,625.50 | - | 223,242,756.21 |
| 21/02/2024 | 2,359,152.08 | 2,359,152.08 | - | 223,242,756.21 |
| 20/03/2024 | 2,346,608.02 | 2,346,608.02 | - | 223,242,756.21 |
| 22/04/2024 | 2,334,196.65 | 2,334,196.65 | - | 223,242,756.21 |
| 22/05/2024 | 2,321,646.86 | 2,321,646.86 | - | 223,242,756.21 |
| 20/06/2024 | 2,309,262.43 | 2,309,262.43 | - | 223,242,756.21 |
| 22/07/2024 | 2,296,550.61 | 2,296,550.61 | - | 223,242,756.21 |
| 21/08/2024 | 2,284,099.02 | 2,284,099.02 | - | 223,242,756.21 |
| 20/09/2024 | 2,271,665.34 | 2,271,665.34 | - | 223,242,756.21 |
| 22/10/2024 | 2,259,903.78 | 2,259,903.78 | - | 223,242,756.21 |
| 20/11/2024 | 2,247,233.62 | 2,247,233.62 | - | 223,242,756.21 |
| 20/12/2024 | 2,234,826.19 | 2,234,826.19 | - | 223,242,756.21 |
| 22/01/2025 | 2,222,050.44 | 2,222,050.44 | - | 223,242,756.21 |
| 20/02/2025 | 2,209,637.83 | 2,209,637.83 | - | 223,242,756.21 |
| 20/03/2025 | 2,196,893.39 | 2,196,893.39 | - | 223,242,756.21 |
| 22/04/2025 | 2,184,474.14 | 2,184,474.14 | - | 223,242,756.21 |
| 21/05/2025 | 2,172,156.69 | 2,172,156.69 | - | 223,242,756.21 |
| 20/06/2025 | 2,159,836.75 | 2,159,836.75 | - | 223,242,756.21 |
| 22/07/2025 | 2,147,514.32 | 2,147,514.32 | - | 223,242,756.21 |
| 20/08/2025 | 2,135,087.29 | 2,135,087.29 | - | 223,242,756.21 |
| 22/09/2025 | 2,122,534.88 | 2,122,534.88 | - | 223,242,756.21 |
| 22/10/2025 | 2,110,857.43 | 2,110,857.43 | - | 223,242,756.21 |

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| 20/11/2025 | 2,098,517.94 | 2,098,517.94 | - | 223,242,756.21 |
| 22/12/2025 | 2,086,175.96 | 2,086,175.96 | - | 223,242,756.21 |
| 21/01/2026 | 2,073,811.33 | 2,073,811.33 | - | 223,242,756.21 |
| 20/02/2026 | 2,061,464.37 | 2,061,464.37 | - | 223,242,756.21 |
| 20/03/2026 | 2,049,114.91 | 2,049,114.91 | - | 223,242,756.21 |
| 22/04/2026 | 2,036,390.35 | 2,036,390.35 | - | 223,242,756.21 |
| 20/05/2026 | 2,024,016.17 | 835,049.20 | 1,188,966.98 | 222,053,789.23 |
| 22/06/2026 | 2,011,440.97 | - | 2,011,440.97 | 220,042,348.27 |
| 22/07/2026 | 1,999,196.61 | - | 1,999,196.61 | 218,043,151.66 |
| 20/08/2026 | 1,986,937.25 | - | 1,986,937.25 | 216,056,214.41 |
| 22/09/2026 | 1,974,743.60 | - | 1,974,743.60 | 214,081,470.82 |
| 21/10/2026 | 1,962,832.14 | - | 1,962,832.14 | 212,118,638.68 |
| 20/11/2026 | 1,950,005.76 | - | 1,950,005.76 | 210,168,632.92 |
| 22/12/2026 | 1,937,797.66 | - | 1,937,797.66 | 208,230,835.26 |
| 20/01/2027 | 1,925,587.23 | - | 1,925,587.23 | 206,305,248.03 |
| 22/02/2027 | 1,913,374.48 | - | 1,913,374.48 | 204,391,873.55 |
| 22/03/2027 | 1,901,159.39 | - | 1,901,159.39 | 202,490,714.16 |
| 21/04/2027 | 1,888,639.12 | - | 1,888,639.12 | 200,602,075.04 |
| 20/05/2027 | 1,876,648.53 | - | 1,876,648.53 | 198,725,426.51 |
| 22/06/2027 | 1,864,414.38 | - | 1,864,414.38 | 196,861,012.13 |
| 21/07/2027 | 1,852,419.51 | - | 1,852,419.51 | 195,008,592.62 |
| 20/08/2027 | 1,840,422.51 | - | 1,840,422.51 | 193,168,170.11 |
| 22/09/2027 | 1,828,423.36 | - | 1,828,423.36 | 191,339,746.75 |
| 20/10/2027 | 1,816,611.11 | - | 1,816,611.11 | 189,523,135.64 |
| 22/11/2027 | 1,804,532.44 | - | 1,804,532.44 | 187,718,603.20 |
| 22/12/2027 | 1,792,519.21 | - | 1,792,519.21 | 185,926,083.99 |
| 20/01/2028 | 1,780,443.16 | - | 1,780,443.16 | 184,145,640.83 |
| 22/02/2028 | 1,768,125.95 | - | 1,768,125.95 | 182,377,514.89 |

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| 22/03/2028 | 1,756,084.51 | - | 1,756,084.51 | 180,621,430.37 |
| 20/04/2028 | 1,744,058.71 | - | 1,744,058.71 | 178,877,371.66 |
| 22/05/2028 | 1,732,180.79 | - | 1,732,180.79 | 177,145,190.87 |
| 21/06/2028 | 1,720,447.92 | - | 1,720,447.92 | 175,424,742.95 |
| 20/07/2028 | 1,708,712.27 | - | 1,708,712.27 | 173,716,030.68 |
| 22/08/2028 | 1,696,978.77 | - | 1,696,978.77 | 172,019,051.91 |
| 20/09/2028 | 1,685,240.06 | - | 1,685,240.06 | 170,333,811.85 |
| 20/10/2028 | 1,674,027.07 | - | 1,674,027.07 | 168,659,784.79 |
| 22/11/2028 | 1,662,276.79 | - | 1,662,276.79 | 166,997,508.00 |
| 20/12/2028 | 1,650,524.57 | - | 1,650,524.57 | 165,346,983.43 |
| 22/01/2029 | 1,638,635.26 | - | 1,638,635.26 | 163,708,348.17 |
| 21/02/2029 | 1,626,879.15 | - | 1,626,879.15 | 162,081,469.02 |
| 21/03/2029 | 1,615,121.10 | - | 1,615,121.10 | 160,466,347.93 |
| 20/04/2029 | 1,603,356.25 | - | 1,603,356.25 | 158,862,991.68 |
| 22/05/2029 | 1,591,952.00 | - | 1,591,952.00 | 157,271,039.68 |
| 20/06/2029 | 1,580,546.03 | - | 1,580,546.03 | 155,690,493.65 |
| 20/07/2029 | 1,568,407.15 | - | 1,568,407.15 | 154,122,086.50 |
| 22/08/2029 | 1,556,997.71 | - | 1,556,997.71 | 152,565,088.79 |
| 20/09/2029 | 1,545,586.53 | - | 1,545,586.53 | 151,019,502.26 |
| 22/10/2029 | 1,534,660.56 | - | 1,534,660.56 | 149,484,841.70 |
| 21/11/2029 | 1,523,238.31 | - | 1,523,238.31 | 147,961,603.39 |
| 20/12/2029 | 1,511,814.32 | - | 1,511,814.32 | 146,449,789.07 |
| 22/01/2030 | 1,500,389.48 | - | 1,500,389.48 | 144,949,399.59 |
| 20/02/2030 | 1,488,962.01 | - | 1,488,962.01 | 143,460,437.58 |
| 20/03/2030 | 1,477,532.81 | - | 1,477,532.81 | 141,982,904.77 |
| 22/04/2030 | 1,466,096.15 | - | 1,466,096.15 | 140,516,808.62 |
| 22/05/2030 | 1,455,064.24 | - | 1,455,064.24 | 139,061,744.37 |
| 20/06/2030 | 1,444,052.58 | - | 1,444,052.58 | 137,617,691.79 |

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| 22/07/2030 | 1,433,039.38 | - | 1,433,039.38 | 136,184,652.41 |
| 21/08/2030 | 1,422,024.65 | - | 1,422,024.65 | 134,762,627.75 |
| 20/09/2030 | 1,411,008.39 | - | 1,411,008.39 | 133,351,619.36 |
| 22/10/2030 | 1,400,437.68 | - | 1,400,437.68 | 131,951,181.68 |
| 20/11/2030 | 1,389,410.94 | - | 1,389,410.94 | 130,561,770.75 |
| 20/12/2030 | 1,378,382.65 | - | 1,378,382.65 | 129,183,388.10 |
| 22/01/2031 | 1,367,352.84 | - | 1,367,352.84 | 127,816,035.26 |
| 20/02/2031 | 1,356,321.48 | - | 1,356,321.48 | 126,459,713.78 |
| 20/03/2031 | 1,345,288.59 | - | 1,345,288.59 | 125,114,425.19 |
| 22/04/2031 | 1,334,247.60 | - | 1,334,247.60 | 123,780,177.59 |
| 21/05/2031 | 1,323,698.64 | - | 1,323,698.64 | 122,456,478.95 |
| 20/06/2031 | 1,313,148.34 | - | 1,313,148.34 | 121,143,330.61 |
| 22/07/2031 | 1,302,596.70 | - | 1,302,596.70 | 119,840,733.91 |
| 20/08/2031 | 1,291,778.57 | - | 1,291,778.57 | 118,548,955.34 |
| 22/09/2031 | 1,281,224.25 | - | 1,281,224.25 | 117,267,731.08 |
| 22/10/2031 | 1,271,076.92 | - | 1,271,076.92 | 115,996,654.16 |
| 20/11/2031 | 1,260,512.74 | - | 1,260,512.74 | 114,736,141.42 |
| 22/12/2031 | 1,249,947.22 | - | 1,249,947.22 | 113,486,194.20 |
| 21/01/2032 | 1,239,380.35 | - | 1,239,380.35 | 112,246,813.85 |
| 20/02/2032 | 1,228,812.15 | - | 1,228,812.15 | 111,018,001.70 |
| 22/03/2032 | 1,218,242.60 | - | 1,218,242.60 | 109,799,759.10 |
| 21/04/2032 | 1,207,395.52 | - | 1,207,395.52 | 108,592,363.58 |
| 20/05/2032 | 1,197,362.35 | - | 1,197,362.35 | 107,395,001.23 |
| 22/06/2032 | 1,187,328.03 | - | 1,187,328.03 | 106,207,673.20 |
| 21/07/2032 | 1,177,292.55 | - | 1,177,292.55 | 105,030,380.65 |
| 20/08/2032 | 1,167,255.91 | - | 1,167,255.91 | 103,863,124.74 |
| 22/09/2032 | 1,157,218.12 | - | 1,157,218.12 | 102,705,906.62 |
| 20/10/2032 | 1,147,550.03 | - | 1,147,550.03 | 101,558,356.58 |

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| 22/11/2032 | 1,137,181.70 | - | 1,137,181.70 | 100,421,174.88 |
| 22/12/2032 | 1,127,133.39 | - | 1,127,133.39 | 99,294,041.49 |
| 20/01/2033 | 1,117,083.92 | - | 1,117,083.92 | 98,176,957.57 |
| 22/02/2033 | 1,107,033.29 | - | 1,107,033.29 | 97,069,924.27 |
| 22/03/2033 | 1,096,981.50 | - | 1,096,981.50 | 95,972,942.77 |
| 20/04/2033 | 1,086,920.71 | - | 1,086,920.71 | 94,886,022.06 |
| 20/05/2033 | 1,077,452.32 | - | 1,077,452.32 | 93,808,569.74 |
| 22/06/2033 | 1,067,982.94 | - | 1,067,982.94 | 92,740,586.79 |
| 20/07/2033 | 1,058,512.57 | - | 1,058,512.57 | 91,682,074.22 |
| 22/08/2033 | 1,049,041.20 | - | 1,049,041.20 | 90,633,033.02 |
| 21/09/2033 | 1,039,568.84 | - | 1,039,568.84 | 89,593,464.18 |
| 20/10/2033 | 1,030,430.40 | - | 1,030,430.40 | 88,563,033.77 |
| 22/11/2033 | 1,020,949.47 | - | 1,020,949.47 | 87,542,084.30 |
| 21/12/2033 | 1,011,467.55 | - | 1,011,467.55 | 86,530,616.75 |
| 20/01/2034 | 1,001,984.63 | - | 1,001,984.63 | 85,528,632.12 |
| 22/02/2034 | 992,500.72 | - | 992,500.72 | 84,536,131.40 |
| 22/03/2034 | 983,015.80 | - | 983,015.80 | 83,553,115.60 |
| 20/04/2034 | 973,521.66 | - | 973,521.66 | 82,579,593.93 |
| 22/05/2034 | 964,650.99 | - | 964,650.99 | 81,614,942.94 |
| 21/06/2034 | 955,779.47 | - | 955,779.47 | 80,659,163.47 |
| 20/07/2034 | 946,907.10 | - | 946,907.10 | 79,712,256.37 |
| 22/08/2034 | 938,033.87 | - | 938,033.87 | 78,774,222.50 |
| 20/09/2034 | 929,159.80 | - | 929,159.80 | 77,845,062.71 |
| 20/10/2034 | 920,585.52 | - | 920,585.52 | 76,924,477.19 |
| 22/11/2034 | 911,703.38 | - | 911,703.38 | 76,012,773.81 |
| 20/12/2034 | 902,363.57 | - | 902,363.57 | 75,110,410.24 |
| 22/01/2035 | 893,158.56 | - | 893,158.56 | 74,217,251.69 |
| 21/02/2035 | 884,273.86 | - | 884,273.86 | 73,332,977.82 |

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| 21/03/2035 | 875,388.31 | - | 875,388.31 | 72,457,589.51 |
| 20/04/2035 | 866,493.40 | - | 866,493.40 | 71,591,096.11 |
| 22/05/2035 | 858,244.18 | - | 858,244.18 | 70,732,851.93 |
| 20/06/2035 | 849,994.24 | - | 849,994.24 | 69,882,857.69 |
| 20/07/2035 | 841,743.56 | - | 841,743.56 | 69,041,114.13 |
| 22/08/2035 | 833,492.15 | - | 833,492.15 | 68,207,621.98 |
| 20/09/2035 | 825,240.01 | - | 825,240.01 | 67,382,381.98 |
| 22/10/2035 | 817,255.37 | - | 817,255.37 | 66,565,126.60 |
| 21/11/2035 | 808,995.81 | - | 808,995.81 | 65,756,130.79 |
| 20/12/2035 | 800,735.52 | - | 800,735.52 | 64,955,395.28 |
| 22/01/2036 | 792,474.49 | - | 792,474.49 | 64,162,920.79 |
| 20/02/2036 | 784,212.73 | - | 784,212.73 | 63,378,708.06 |
| 20/03/2036 | 775,950.23 | - | 775,950.23 | 62,602,757.83 |
| 22/04/2036 | 767,678.32 | - | 767,678.32 | 61,835,079.51 |
| 21/05/2036 | 760,066.16 | - | 760,066.16 | 61,075,013.35 |
| 20/06/2036 | 752,453.36 | - | 752,453.36 | 60,322,559.99 |
| 22/07/2036 | 744,839.93 | - | 744,839.93 | 59,577,720.06 |
| 20/08/2036 | 737,225.86 | - | 737,225.86 | 58,840,494.20 |
| 22/09/2036 | 729,611.16 | - | 729,611.16 | 58,110,883.04 |
| 22/10/2036 | 722,233.67 | - | 722,233.67 | 57,388,649.38 |
| 20/11/2036 | 714,612.06 | - | 714,612.06 | 56,674,037.32 |
| 22/12/2036 | 706,989.82 | - | 706,989.82 | 55,967,047.50 |
| 21/01/2037 | 699,366.95 | - | 699,366.95 | 55,267,680.55 |
| 20/02/2037 | 691,743.44 | - | 691,743.44 | 54,575,937.12 |
| 20/03/2037 | 684,119.29 | - | 684,119.29 | 53,891,817.82 |
| 22/04/2037 | 676,485.80 | - | 676,485.80 | 53,215,332.02 |
| 20/05/2037 | 669,516.11 | - | 669,516.11 | 52,545,815.91 |
| 22/06/2037 | 662,545.85 | - | 662,545.85 | 51,883,270.06 |

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| 22/07/2037 | 655,575.04 | - | 655,575.04 | 51,227,695.02 |
| 20/08/2037 | 648,603.67 | - | 648,603.67 | 50,579,091.35 |
| 22/09/2037 | 641,631.75 | - | 641,631.75 | 49,937,459.59 |
| 21/10/2037 | 634,868.82 | - | 634,868.82 | 49,302,590.77 |
| 20/11/2037 | 627,890.53 | - | 627,890.53 | 48,674,700.24 |
| 22/12/2037 | 620,911.68 | - | 620,911.68 | 48,053,788.56 |
| 20/01/2038 | 613,932.28 | - | 613,932.28 | 47,439,856.28 |
| 22/02/2038 | 606,952.32 | - | 606,952.32 | 46,832,903.96 |
| 22/03/2038 | 599,971.80 | - | 599,971.80 | 46,232,932.16 |
| 21/04/2038 | 592,982.11 | - | 592,982.11 | 45,639,950.05 |
| 20/05/2038 | 586,650.71 | - | 586,650.71 | 45,053,299.34 |
| 22/06/2038 | 580,318.82 | - | 580,318.82 | 44,472,980.52 |
| 21/07/2038 | 573,986.43 | - | 573,986.43 | 43,898,994.08 |
| 20/08/2038 | 567,653.55 | - | 567,653.55 | 43,331,340.53 |
| 22/09/2038 | 561,320.18 | - | 561,320.18 | 42,770,020.35 |
| 20/10/2038 | 555,169.75 | - | 555,169.75 | 42,214,850.61 |
| 22/11/2038 | 548,830.47 | - | 548,830.47 | 41,666,020.14 |
| 22/12/2038 | 542,490.69 | - | 542,490.69 | 41,123,529.45 |
| 20/01/2039 | 536,150.42 | - | 536,150.42 | 40,587,379.04 |
| 22/02/2039 | 529,809.65 | - | 529,809.65 | 40,057,569.39 |
| 22/03/2039 | 523,468.39 | - | 523,468.39 | 39,534,101.00 |
| 20/04/2039 | 517,118.21 | - | 517,118.21 | 39,016,982.79 |
| 20/05/2039 | 511,412.68 | - | 511,412.68 | 38,505,570.11 |
| 22/06/2039 | 505,706.71 | - | 505,706.71 | 37,999,863.40 |
| 20/07/2039 | 500,000.28 | - | 500,000.28 | 37,499,863.12 |
| 22/08/2039 | 494,293.41 | - | 494,293.41 | 37,005,569.70 |
| 21/09/2039 | 488,586.10 | - | 488,586.10 | 36,516,983.60 |
| 20/10/2039 | 483,037.88 | - | 483,037.88 | 36,033,945.73 |

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| 22/11/2039 | 477,325.18 | - | 477,325.18 | 35,556,620.54 |
| 21/12/2039 | 471,612.04 | - | 471,612.04 | 35,085,008.50 |
| 20/01/2040 | 465,898.45 | - | 465,898.45 | 34,619,110.05 |
| 22/02/2040 | 460,184.41 | - | 460,184.41 | 34,158,925.64 |
| 21/03/2040 | 454,469.93 | - | 454,469.93 | 33,704,455.71 |
| 20/04/2040 | 448,746.91 | - | 448,746.91 | 33,255,708.80 |
| 22/05/2040 | 443,645.51 | - | 443,645.51 | 32,812,063.29 |
| 20/06/2040 | 438,543.70 | - | 438,543.70 | 32,373,519.59 |
| 20/07/2040 | 433,441.49 | - | 433,441.49 | 31,940,078.10 |
| 22/08/2040 | 428,338.86 | - | 428,338.86 | 31,511,739.24 |
| 20/09/2040 | 423,235.83 | - | 423,235.83 | 31,088,503.41 |
| 22/10/2040 | 418,270.24 | - | 418,270.24 | 30,670,233.17 |
| 21/11/2040 | 413,162.29 | - | 413,162.29 | 30,257,070.88 |
| 20/12/2040 | 408,053.93 | - | 408,053.93 | 29,849,016.95 |
| 22/01/2041 | 402,945.16 | - | 402,945.16 | 29,446,071.78 |
| 20/02/2041 | 397,835.99 | - | 397,835.99 | 29,048,235.79 |
| 20/03/2041 | 392,726.40 | - | 392,726.40 | 28,655,509.39 |
| 22/04/2041 | 387,608.74 | - | 387,608.74 | 28,267,900.65 |
| 22/05/2041 | 383,081.49 | - | 383,081.49 | 27,884,819.16 |
| 20/06/2041 | 378,553.86 | - | 378,553.86 | 27,506,265.31 |
| 22/07/2041 | 374,025.85 | - | 374,025.85 | 27,132,239.46 |
| 21/08/2041 | 369,497.46 | - | 369,497.46 | 26,762,742.00 |
| 20/09/2041 | 364,968.69 | - | 364,968.69 | 26,397,773.31 |
| 22/10/2041 | 360,557.89 | - | 360,557.89 | 26,037,215.43 |
| 20/11/2041 | 356,024.70 | - | 356,024.70 | 25,681,190.73 |
| 20/12/2041 | 351,491.13 | - | 351,491.13 | 25,329,699.60 |
| 22/01/2042 | 346,957.18 | - | 346,957.18 | 24,982,742.42 |
| 20/02/2042 | 342,422.85 | - | 342,422.85 | 24,640,319.57 |

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| 20/03/2042 | 337,888.15 | - | 337,888.15 | 24,302,431.42 |
| 22/04/2042 | 333,345.92 | - | 333,345.92 | 23,969,085.50 |
| 21/05/2042 | 329,356.21 | - | 329,356.21 | 23,639,729.29 |
| 20/06/2042 | 325,366.16 | - | 325,366.16 | 23,314,363.13 |
| 22/07/2042 | 321,375.75 | - | 321,375.75 | 22,992,987.38 |
| 20/08/2042 | 317,384.99 | - | 317,384.99 | 22,675,602.39 |
| 22/09/2042 | 313,393.88 | - | 313,393.88 | 22,362,208.50 |
| 22/10/2042 | 309,503.39 | - | 309,503.39 | 22,052,705.11 |
| 20/11/2042 | 305,508.32 | - | 305,508.32 | 21,747,196.78 |
| 22/12/2042 | 301,512.90 | - | 301,512.90 | 21,445,683.88 |
| 21/01/2043 | 297,517.13 | - | 297,517.13 | 21,148,166.76 |
| 20/02/2043 | 293,521.00 | - | 293,521.00 | 20,854,645.75 |
| 20/03/2043 | 289,524.52 | - | 289,524.52 | 20,565,121.23 |
| 22/04/2043 | 285,521.11 | - | 285,521.11 | 20,279,600.12 |
| 20/05/2043 | 282,027.99 | - | 282,027.99 | 19,997,572.13 |
| 22/06/2043 | 278,534.55 | - | 278,534.55 | 19,719,037.58 |
| 22/07/2043 | 275,040.78 | - | 275,040.78 | 19,443,996.80 |
| 20/08/2043 | 271,546.68 | - | 271,546.68 | 19,172,450.12 |
| 22/09/2043 | 268,052.26 | - | 268,052.26 | 18,904,397.86 |
| 21/10/2043 | 264,643.17 | - | 264,643.17 | 18,639,754.69 |
| 20/11/2043 | 261,145.24 | - | 261,145.24 | 18,378,609.46 |
| 22/12/2043 | 257,646.98 | - | 257,646.98 | 18,120,962.48 |
| 20/01/2044 | 254,148.40 | - | 254,148.40 | 17,866,814.08 |
| 22/02/2044 | 250,649.49 | - | 250,649.49 | 17,616,164.59 |
| 22/03/2044 | 247,150.25 | - | 247,150.25 | 17,369,014.34 |
| 20/04/2044 | 243,644.70 | - | 243,644.70 | 17,125,369.64 |
| 20/05/2044 | 240,603.60 | - | 240,603.60 | 16,884,766.04 |
| 22/06/2044 | 237,562.20 | - | 237,562.20 | 16,647,203.84 |

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|------------|------------|---|------------|---------------|
| 20/07/2044 | 234,520.49 | - | 234,520.49 | 16,412,683.35 |
| 22/08/2044 | 231,478.49 | - | 231,478.49 | 16,181,204.86 |
| 21/09/2044 | 228,436.18 | - | 228,436.18 | 15,952,768.69 |
| 20/10/2044 | 225,465.86 | - | 225,465.86 | 15,727,302.83 |
| 22/11/2044 | 222,420.47 | - | 222,420.47 | 15,504,882.36 |
| 21/12/2044 | 219,374.77 | - | 219,374.77 | 15,285,507.59 |
| 20/01/2045 | 216,328.78 | - | 216,328.78 | 15,069,178.81 |
| 22/02/2045 | 213,282.47 | - | 213,282.47 | 14,855,896.34 |
| 22/03/2045 | 210,235.87 | - | 210,235.87 | 14,645,660.47 |
| 20/04/2045 | 207,183.58 | - | 207,183.58 | 14,438,476.89 |
| 22/05/2045 | 204,549.65 | - | 204,549.65 | 14,233,927.24 |
| 21/06/2045 | 201,915.44 | - | 201,915.44 | 14,032,011.81 |
| 20/07/2045 | 199,280.94 | - | 199,280.94 | 13,832,730.86 |
| 22/08/2045 | 196,646.17 | - | 196,646.17 | 13,636,084.69 |
| 20/09/2045 | 194,011.12 | - | 194,011.12 | 13,442,073.56 |
| 20/10/2045 | 191,436.55 | - | 191,436.55 | 13,250,637.01 |
| 22/11/2045 | 188,798.84 | - | 188,798.84 | 13,061,838.17 |
| 20/12/2045 | 186,160.85 | - | 186,160.85 | 12,875,677.32 |
| 22/01/2046 | 183,522.58 | - | 183,522.58 | 12,692,154.74 |
| 21/02/2046 | 180,884.03 | - | 180,884.03 | 12,511,270.72 |
| 21/03/2046 | 178,245.19 | - | 178,245.19 | 12,333,025.52 |
| 20/04/2046 | 175,601.29 | - | 175,601.29 | 12,157,424.23 |
| 22/05/2046 | 173,330.00 | - | 173,330.00 | 11,984,094.23 |
| 20/06/2046 | 171,058.45 | - | 171,058.45 | 11,813,035.77 |
| 20/07/2046 | 168,786.65 | - | 168,786.65 | 11,644,249.13 |
| 22/08/2046 | 166,514.58 | - | 166,514.58 | 11,477,734.54 |
| 20/09/2046 | 164,242.27 | - | 164,242.27 | 11,313,492.28 |
| 22/10/2046 | 162,020.59 | - | 162,020.59 | 11,151,471.68 |

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|------------|------------|---|------------|---------------|
| 21/11/2046 | 159,746.01 | - | 159,746.01 | 10,991,725.68 |
| 20/12/2046 | 157,471.17 | - | 157,471.17 | 10,834,254.51 |
| 22/01/2047 | 155,196.07 | - | 155,196.07 | 10,679,058.44 |
| 20/02/2047 | 152,920.71 | - | 152,920.71 | 10,526,137.73 |
| 20/03/2047 | 150,645.10 | - | 150,645.10 | 10,375,492.63 |
| 22/04/2047 | 148,365.00 | - | 148,365.00 | 10,227,127.63 |
| 22/05/2047 | 146,415.06 | - | 146,415.06 | 10,080,712.56 |
| 20/06/2047 | 144,464.89 | - | 144,464.89 | 9,936,247.67 |
| 22/07/2047 | 142,514.49 | - | 142,514.49 | 9,793,733.19 |
| 21/08/2047 | 140,563.85 | - | 140,563.85 | 9,653,169.33 |
| 20/09/2047 | 138,612.98 | - | 138,612.98 | 9,514,556.35 |
| 22/10/2047 | 136,704.44 | - | 136,704.44 | 9,377,851.92 |
| 20/11/2047 | 134,751.66 | - | 134,751.66 | 9,243,100.25 |
| 20/12/2047 | 132,798.66 | - | 132,798.66 | 9,110,301.60 |
| 22/01/2048 | 130,845.42 | - | 130,845.42 | 8,979,456.18 |
| 20/02/2048 | 128,891.94 | - | 128,891.94 | 8,850,564.23 |
| 20/03/2048 | 126,938.24 | - | 126,938.24 | 8,723,626.00 |
| 22/04/2048 | 124,980.57 | - | 124,980.57 | 8,598,645.42 |
| 20/05/2048 | 123,313.65 | - | 123,313.65 | 8,475,331.77 |
| 22/06/2048 | 121,646.51 | - | 121,646.51 | 8,353,685.26 |
| 22/07/2048 | 119,979.17 | - | 119,979.17 | 8,233,706.09 |
| 20/08/2048 | 118,311.62 | - | 118,311.62 | 8,115,394.47 |
| 22/09/2048 | 116,643.86 | - | 116,643.86 | 7,998,750.61 |
| 21/10/2048 | 115,011.46 | - | 115,011.46 | 7,883,739.16 |
| 20/11/2048 | 113,342.12 | - | 113,342.12 | 7,770,397.03 |
| 22/12/2048 | 111,672.58 | - | 111,672.58 | 7,658,724.45 |
| 20/01/2049 | 110,002.83 | - | 110,002.83 | 7,548,721.62 |
| 22/02/2049 | 108,332.87 | - | 108,332.87 | 7,440,388.74 |

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|------------|------------|---|------------|--------------|
| 22/03/2049 | 106,662.70 | - | 106,662.70 | 7,333,726.04 |
| 21/04/2049 | 104,989.06 | - | 104,989.06 | 7,228,736.98 |
| 20/05/2049 | 103,570.12 | - | 103,570.12 | 7,125,166.85 |
| 22/06/2049 | 102,151.00 | - | 102,151.00 | 7,023,015.86 |
| 21/07/2049 | 100,731.69 | - | 100,731.69 | 6,922,284.17 |
| 20/08/2049 | 99,312.19 | - | 99,312.19 | 6,822,971.98 |
| 22/09/2049 | 97,892.50 | - | 97,892.50 | 6,725,079.48 |
| 20/10/2049 | 96,502.41 | - | 96,502.41 | 6,628,577.07 |
| 22/11/2049 | 95,081.44 | - | 95,081.44 | 6,533,495.63 |
| 22/12/2049 | 93,660.29 | - | 93,660.29 | 6,439,835.34 |
| 20/01/2050 | 92,238.95 | - | 92,238.95 | 6,347,596.39 |
| 22/02/2050 | 90,817.43 | - | 90,817.43 | 6,256,778.97 |
| 22/03/2050 | 89,395.71 | - | 89,395.71 | 6,167,383.25 |
| 20/04/2050 | 87,970.98 | - | 87,970.98 | 6,079,412.27 |
| 20/05/2050 | 86,767.58 | - | 86,767.58 | 5,992,644.69 |
| 22/06/2050 | 85,564.02 | - | 85,564.02 | 5,907,080.67 |
| 20/07/2050 | 84,360.30 | - | 84,360.30 | 5,822,720.37 |
| 22/08/2050 | 83,156.41 | - | 83,156.41 | 5,739,563.96 |
| 21/09/2050 | 81,952.36 | - | 81,952.36 | 5,657,611.61 |
| 20/10/2050 | 80,773.14 | - | 80,773.14 | 5,576,838.47 |
| 22/11/2050 | 79,568.07 | - | 79,568.07 | 5,497,270.40 |
| 21/12/2050 | 78,362.83 | - | 78,362.83 | 5,418,907.57 |
| 20/01/2051 | 77,157.43 | - | 77,157.43 | 5,341,750.13 |
| 22/02/2051 | 75,951.87 | - | 75,951.87 | 5,265,798.26 |
| 22/03/2051 | 74,746.14 | - | 74,746.14 | 5,191,052.12 |
| 20/04/2051 | 73,537.79 | - | 73,537.79 | 5,117,514.33 |
| 22/05/2051 | 72,520.86 | - | 72,520.86 | 5,044,993.47 |
| 21/06/2051 | 71,503.78 | - | 71,503.78 | 4,973,489.68 |

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|------------|--------------|---|--------------|--------------|
| 20/07/2051 | 70,486.57 | - | 70,486.57 | 4,903,003.12 |
| 22/08/2051 | 69,469.21 | - | 69,469.21 | 4,833,533.91 |
| 20/09/2051 | 68,451.71 | - | 68,451.71 | 4,765,082.21 |
| 20/10/2051 | 67,455.15 | - | 67,455.15 | 4,697,627.06 |
| 22/11/2051 | 66,436.84 | - | 66,436.84 | 4,631,190.21 |
| 20/12/2051 | 65,418.40 | - | 65,418.40 | 4,565,771.82 |
| 22/01/2052 | 64,399.81 | - | 64,399.81 | 4,501,372.00 |
| 21/02/2052 | 63,381.08 | - | 63,381.08 | 4,437,990.92 |
| 20/03/2052 | 62,362.21 | - | 62,362.21 | 4,375,628.71 |
| 22/04/2052 | 61,341.08 | - | 61,341.08 | 4,314,287.63 |
| 22/05/2052 | 60,484.43 | - | 60,484.43 | 4,253,803.20 |
| 20/06/2052 | 59,627.66 | - | 59,627.66 | 4,194,175.54 |
| 22/07/2052 | 58,770.77 | - | 58,770.77 | 4,135,404.76 |
| 21/08/2052 | 57,913.76 | - | 57,913.76 | 4,077,491.00 |
| 20/09/2052 | 57,056.64 | - | 57,056.64 | 4,020,434.36 |
| 22/10/2052 | 56,217.26 | - | 56,217.26 | 3,964,217.10 |
| 20/11/2052 | 55,359.50 | - | 55,359.50 | 3,908,857.61 |
| 20/12/2052 | 54,501.61 | - | 54,501.61 | 3,854,355.99 |
| 22/01/2053 | 53,643.61 | - | 53,643.61 | 3,800,712.38 |
| 20/02/2053 | 52,785.49 | - | 52,785.49 | 3,747,926.89 |
| 20/03/2053 | 3,747,926.89 | - | 3,747,926.89 | 0.00 |

SCHEDULE 4: DETAILS OF AGENT(S) FOR SERVICE OF PROCESS

The party or parties listed below hereby appoint the persons set out against their respective names to act as the service of process agent with respect to any document to which they are a party in relation to the Notes.

Name of Party

CiMA Finance Designated Activity Company

Agent for Service of Process

Banco Santander, S.A., London Branch
2 Triton Square Regent's Place London
NW1 3AN United Kingdom