

AUTO ABS SPANISH LOANS 2022-1

FONDO DE TITULIZACIÓN

€705,900,000

		Moody's	DBRS
Class A	€550,600,000	Aa2(sf)	AA (low) (sf)
Class B	€40,900,000	A3(sf)	A(sf)
Class C	€36,800,000	Baa2(sf)	BBB(sf)
Class D	€48,000,000	Ba1(sf)	BB (high) (sf)
Class E	€23,700,000	B1(sf)	B (sf)
Class F	€5,900,000	Not rated	Not rated

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PSA FINANCIAL SERVICES SPAIN, E.F.C., S.A.



ARRANGER

BANCO SANTANDER, S.A.



FUND ACCOUNTS PROVIDER AND PAYING AGENT

BNP PARIBAS SECURITIES SERVICES, SUCURSAL EN ESPAÑA



FUND MANAGED BY

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



Prospectus registered with CNMV on 24 May 2022.

IMPORTANT NOTICE – PROSPECTUS

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

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

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

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (MIFID II); (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 (THE INSURANCE DISTRIBUTION DIRECTIVE), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN REGULATION (EU) 2017/1129 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 14 JUNE 2017 ON THE PROSPECTUS TO BE PUBLISHED WHEN SECURITIES ARE OFFERED TO THE PUBLIC OR ADMITTED TO TRADING ON A REGULATED MARKET, AND REPEALING DIRECTIVE 2003/71/EC (AS AMENDED FROM TIME TO TIME, THE PROSPECTUS REGULATION). CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (THE EU PRIIPS REGULATION) FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE EU PRIIPS REGULATION.

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE UNITED KINGDOM (THE UK). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF THE DOMESTIC LAW OF THE UK BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (EUWA); OR (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FSMA) AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT THE INSURANCE DISTRIBUTION DIRECTIVE, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF THE DOMESTIC LAW OF THE UK BY VIRTUE OF THE EUWA; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN ARTICLE 2 OF THE PROSPECTUS REGULATION AS IT FORMS PART OF THE DOMESTIC LAW OF THE UK BY VIRTUE OF THE EUWA. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 AS IT FORMS PART OF THE DOMESTIC LAW OF THE UK BY VIRTUE OF THE EUWA (THE UK PRIIPS REGULATION) FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

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

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF PSA FINANCIAL SERVICES SPAIN, E.F.C. S.A. (THE SELLER) (A U.S. RISK RETENTION CONSENT) AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934 (AS AMENDED FROM TIME TO TIME, THE U.S. RISK RETENTION RULES), THE NOTES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES (RISK RETENTION U.S. PERSONS). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S. EACH PURCHASER OF THE NOTES, OR A BENEFICIAL INTEREST THEREIN, ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES BY ITS ACQUISITION OF THE NOTES, OR A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, AND IN CERTAIN CIRCUMSTANCES WILL BE REQUIRED TO MAKE CERTAIN REPRESENTATIONS AND AGREEMENTS (INCLUDING AS A CONDITION TO ACCESSING OR OTHERWISE OBTAINING A COPY OF THIS PROSPECTUS OR OTHER OFFERING MATERIALS RELATING TO THE NOTES) TO THE ISSUER, THE ORIGINATOR AND THE ARRANGER AND ON WHICH EACH OF SUCH PERSONS WILL RELY WITHOUT ANY INVESTIGATION, INCLUDING THAT IT (1) EITHER (i) IS NOT A RISK RETENTION U.S. PERSON OR (ii) HAS OBTAINED A U.S. RISK RETENTION CONSENT FROM THE SELLER, (2) IS ACQUIRING SUCH NOTE OR CERTIFICATE, OR BENEFICIAL INTEREST THEREIN, FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE OR CERTIFICATE, AND (3) IS NOT ACQUIRING SUCH NOTE OR CERTIFICATE, OR BENEFICIAL INTEREST THEREIN, AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE OR CERTIFICATE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE 10 PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES).

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

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

By accessing the Prospectus or acquiring any Notes or a beneficial interest therein, you shall be deemed to have confirmed and represented, and in certain circumstances will be required to make certain representations and agreements (including as a condition to accessing or otherwise obtaining a copy of this Prospectus or other offering materials relating to the Notes), to the Issuer, the Originator, the Management Company and the the Arranger (each as defined below) and on which each of such persons will rely without any investigation, that (i) you have

understood the agreed terms set out herein; (ii) you are not a U.S. Person (within the meaning of Regulation S under the Securities Act) or, in relation to the offer, sale or delivery of the Notes, acting for the account or benefit of any such U.S. Person; (iii) you will not acquire Notes or a beneficial interest therein with a view to distribution; (iv) the electronic mail address provided in connection with the offering of the Notes is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia; and (v) you consent to delivery of the Prospectus by electronic transmission.

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

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

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law.

The Prospectus has been sent to you in electronic format. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Management Company, Banco Santander, S.A. (**Banco Santander** or the **Arranger**) nor any person who controls the Management Company nor any director, officer, employee, agent or affiliate of any such person nor the Issuer nor the Originator accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format herewith and the hard copy version available to you on request from the Management Company and/or the Arranger.

Other than as expressly indicated in respect of the Management Company, the Seller and the Arranger, none of the parties makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied by the Issuer in connection with the Notes and accordingly, the Arranger does not accept any responsibility or liability therefore or any responsibility or liability arising out of or in connection with any act or omission of the Issuer or any third party.

The Arranger does not undertake to review the financial condition or affairs of the Issuer nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Arranger.

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

Neither the Arranger (except for the relevant information contained in section 4.10 of the Securities Note in the terms set out in this Prospectus) nor any of its affiliates accept any responsibility whatsoever for the contents of

this document or for any statement made or purported to be made by any of them, or on any of their behalf, in connection with the Issuer or any offer of the securities described in the document. The Arranger and its affiliates accordingly disclaim all and any liability whether arising in tort, contract, or otherwise which they might otherwise have in respect of such document or any such statement. No representation or warranty express or implied, is made by any of the Arranger or its respective affiliates as to the accuracy, completeness, verification or sufficiency of the information set out in this document.

The contents of the risk factors related to the underlying assets, the nature of the Notes and the nature of the Issuer included in “*Risk Factors*” section of this Prospectus have been drafted in accordance with article 16 of the Prospectus Regulation. Therefore, generic risks regarding the underlying assets, the nature of the Notes and the nature of the Issuer have not been included in this Prospectus in accordance with such article 16.

This Prospectus has been approved as a prospectus by CNMV as competent authority under the Prospectus Regulation (as this term is defined below). CNMV only approves this Prospectus noting that it meets the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by CNMV should not be considered as an endorsement of the Issuer or of the quality of the Notes and investors should make their own assessment as to the suitability of investing in the Notes. By approving a prospectus, CNMV gives no undertaking as to the economic and financial soundness of the Transaction or the quality or solvency of the Issuer. Investors should make their own assessment as to the suitability of investing in the Notes.

IMPORTANT NOTICE – UK AFFECTED INVESTORS

From 1 January 2021, relevant UK-established or UK-regulated persons are subject to the Prospectus Regulation as it forms part of the domestic law of the UK as “retained EU law” by virtue of the European Union (Withdrawal) Act 2018, as amended (the **EUWA**), and as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (the **Securitisation EU Exit Regulations**, and as may be further amended, the **UK Securitisation Regulation**). Article 5 of the UK Securitisation Regulation places certain conditions on investments in a “securitisation” (as defined in the UK Securitisation Regulation) (the **UK Due Diligence Requirements**) by an “institutional investor” (as defined in the UK Securitisation Regulation). The UK Due Diligence Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of such institutional investors which are CRR firms (as defined by article 4(1)(2A) of Regulation (EU) No 575/2013, as it forms part of the domestic law of the UK by virtue of the EUWA) (such affiliates, together with all such institutional investors, **UK Affected Investors**). The UK Securitisation Regulation regime is currently subject to a review, which is likely to result in further changes being introduced in the UK in due course. Therefore, some divergence between EU and UK regimes exists already and the risk of more divergence in the future between EU and UK regimes cannot be ruled out.

Neither the Seller nor any other party to the transaction described in this Prospectus will retain or commit to retain a 5 per cent. material net economic interest with respect to this transaction in accordance with the UK Securitisation Regulation or makes or intends to make any representation or agreement that it or any other party is undertaking or will undertake to take or refrain from taking any action to facilitate or enable the compliance by UK Affected Investors with the UK Due Diligence Requirements, or to comply with the requirements of any other law or regulation now or hereafter in effect in the UK in relation to risk retention, due diligence and monitoring, credit granting standards or any other conditions with respect to investments in securitisation transactions by UK Affected Investors. The arrangements described in section 3.4.3 and section 4.2 of the Additional Information to be included with respect to Asset-backed Securities and elsewhere in this Prospectus have not been structured with the objective of ensuring compliance with the requirements of the UK Securitisation Regulation by any person.

Failure by a UK Affected Investor to comply with the UK Due Diligence Requirements with respect to an investment in the Notes offered by this Prospectus may result in regulatory sanctions being imposed by the competent authority of such UK Affected Investor (including the imposition of a higher regulatory capital charges on that investment).

The UK Securitisation Regulation also includes criteria and procedures in relation to the designation of securitisations as simple, transparent and standardised, or STS, within the meaning of article 18(1) of the UK Securitisation Regulation (**UK STS**). The transaction described in this Prospectus is not intended to be designated as a UK STS securitisation for the purposes of the UK Securitisation Regulation. Pursuant to article 18(3) of the UK Securitisation Regulation as amended by the Securitisation EU Exit Regulations, a securitisation which meets the requirements for an STS-Securitisation for the purposes of Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 (the **EU Securitisation Regulation**), which is notified to the European Securities and Markets Authority (**ESMA**) in accordance with the applicable requirements before the expiry of the period of two years specified in article 18(3) of the Securitisation EU Exit Regulations, as amended from time to time, and which is included in the ESMA List may be deemed to satisfy the “STS” requirements for the purposes of the UK Securitisation Regulation. No assurance can be provided that this transaction does or will continue to meet the STS requirements or to qualify as an STS-Securitisation under the EU Securitisation Regulation or pursuant to article 18(3) of the UK Securitisation EU Exit Regulations at any point in time.

Prospective UK Affected Investors are themselves responsible for analysing their own regulatory position, and should consult their own advisers in this respect and should consider (and where appropriate, take independent

advice on) the application of the UK Securitisation Regulation or other applicable regulations and the suitability of the Notes for investment.

The Arranger is not responsible for any obligation of the Seller or the Issuer for compliance with the requirements (including existing or ongoing reporting requirements) of the EU Securitisation Regulation or any corresponding national measures which may be relevant or the UK Securitisation Regulation.

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

THIS PROSPECTUS HAS BEEN ENTERED IN THE REGISTERS OF THE SPANISH SECURITIES MARKET COMMISSION ON 24 MAY 2022. THE PERIOD OF VALIDITY OF THIS PROSPECTUS IS UP TO (AND INCLUDING) THE ADMISSION TO TRADING OF THE NOTES, IN ACCORDANCE WITH THE PROSPECTUS REGULATION.

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

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

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

IMPORTANT NOTICE: UK MIFIR PRODUCT GOVERNANCE – PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

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This document is the prospectus (hereinafter, the **Prospectus**) for AUTO ABS SPANISH LOANS 2022-1, FONDO DE TITULIZACIÓN (the **Fund** or the **Issuer**), approved by and registered with the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) (**CNMV**) on 24 May 2022, in accordance with the provisions of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the **Prospectus Regulation**), Commission Delegated Regulation (EU) 2019/979, of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council with regard to regulatory technical standards on key financial information in the summary of a prospectus, the publication and classification of prospectuses, advertisements for securities, supplements to a prospectus, and the notification portal, and repealing Commission Delegated Regulation (EU) 382/2014 and Commission Delegated Regulation (EU) 2016/301 (the **Delegated Regulation (EU) 2019/979**) and Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004 (the **Prospectus Delegated Regulation**), and includes the following:

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

Words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the same meanings as those set out in the Definitions.

All references in this Prospectus to Euro, euro, EUR or € are to the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union.

Certain monetary amounts and currency translations included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which preceded them.

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

Forward-looking statements, including estimates, any other projections, forecasts and estimates in this Prospectus, are necessarily speculative and subjective in nature and some or all of the assumptions underlying the projections may not materialise or may vary significantly from actual results. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. Prospective Noteholders are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document and are based on assumptions that may prove to be inaccurate. None of the Issuer, the Management Company, the Seller, the Arranger, or any other party to the Transaction Documents undertakes any obligation to update or revise any forward-looking statements contained herein to reflect events or circumstances occurring after the date of this Prospectus.

Words such as “intend(s)”, “aim(s)”, “expect(s)”, “will”, “may”, “believe(s)”, “should”, “anticipate(s)” or similar expressions are intended to identify forward-looking statements and subjective assessments. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. The reader is cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Prospectus and are based on assumptions that may prove to be inaccurate.

Any websites included and/or referred to in this Prospectus are for information purposes only and do not form part of this Prospectus nor have been scrutinised or approved by CNMV.

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RISK FACTORS

1. RISKS DERIVED FROM THE SECURITIES

1.1. Related to the underlying assets

1.1.1. Balloon exposure

41.18% of the Initial Receivables amounting to 57.45% of the Outstanding Balance of the Initial Receivables are Balloon Loans (whilst 58.82% of the Initial Receivables amounting to 42.55% of the Outstanding Balance of the Initial Receivables are Amortising Loans).

Under the terms of the Balloon Loans, the Borrowers are offered the possibility of settling the final Balloon Instalment by the delivery of the Vehicle financed under the relevant Balloon Loan.

For these purposes:

Amortising Loan shall mean a Loan amortising on the basis of fixed monthly instalments of equal amounts throughout the term of the Loan, up to and including maturity.

Balloon Loan shall mean a Loan with a balloon payment, amortising on the basis of equal monthly instalments, but with a substantial portion of the outstanding balance under the Loan being repaid in a single lump sum at maturity (the **Balloon Instalment**).

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

For balloon loans in general a direct residual value risk would arise when the value of a financed asset at the time of disposal depends on the realisation value of such financed asset.

However, as further explained in section 2.2.D) of the Additional Information, in connection with the Balloon Loans under which the Borrower has chosen Option #1 or Option #4, which allow the Borrower to return the financed Vehicle to the Seller as payment of the Balloon Instalment, thus settling the Balloon Loan in full without paying in cash the Balloon Instalment, the Seller and PSAG Automóviles Comercial España, S.A. (**PSAG**) entered into, on 26 November 2019, an agreement whereby the latter, or any third party appointed by it, is contractually bound to repurchase the relevant Vehicle within a maximum term of forty-five (45) calendar days since its return date, for a purchase price that is equal to the initially agreed Balloon Instalment (the **Global Agreement**).

Nevertheless, it should be noted that a condition for the Borrower to exercise Option #1 or Option #4 (which allow the Borrower to return the financed Vehicle to the Seller and settle the Balloon Loan without paying in cash the Balloon Instalment), is that the Borrower must physically return the relevant Vehicle. Therefore, the Fund will bear the risk of delay by the Borrower in returning the Vehicle.

In addition, in accordance with a marketing action promoted by PSAG and addressed to the concessionaires of the Peugeot, Citroën and DS brands (the **Marketing Action**) initiated in 2020, PSAG, with the consent of the Seller, has offered the concessionaires adhered to such Marketing Action (the **Adhered Concessionaires**) the possibility to acquire the Vehicles returned by the Borrowers in accordance with Option #1 or Option #4 of the Balloon Loans. In such case, the relevant Adhered Concessionaire shall acquire the relevant Vehicle upon return thereof by the

Borrower but in any case on or before the maturity date of the Balloon Loan, for a purchase price that is equal to the initially agreed Balloon Instalment.

Under the Marketing Action, only the payment of the purchase price (equal to the initially agreed Balloon Instalment) by the Adhered Concessionaire on or before maturity of the relevant Balloon Loan will be deemed to be the exercise of the purchase option. Therefore, in case that the Adhered Concessionaire does not pay such purchase price on or before maturity of the relevant Balloon Loan (even when the relevant Adhered Concessionaire has expressed its intention to repurchase the relevant Vehicle), the purchase option will be deemed not exercised.

In such case, PSAG will be obliged to repurchase the vehicle in accordance with the provisions and subject to the terms and conditions of the Global Agreement indicated above. Therefore, the Fund would not be subject to a risk of non-payment of the purchase price by the Adhered Concessionaires to the Marketing Action. However, if PSAG defaults in its obligation to repurchase the Vehicles under the Global Agreement for any reason whatsoever (including in case of insolvency of PSAG), the Fund would bear the direct residual risk of the Vehicles, which would be equal to the Balloon Instalment (i.e. the risk that the market price of the relevant Vehicle is lower than the Balloon Instalment without having recourse to the Borrower). In such event, the Servicer should have the necessary resources to manage the sale of those returned Vehicles directly and without the involvement of PSAG. However, it should be noted that in such scenario (i) the Servicer may have to operate a significantly higher volume of Vehicles (considering that the majority of Balloon Loans mature in 2024 and 2025), and (ii) the Vehicles will be Used Vehicles, which have a higher depreciation than New Vehicles. This risk must be considered within the context of technological disruption in the vehicle sector

The financial information of PSAG is summarised in section 3.5.2 of the Additional Information.

The estimated exposure of the Fund to PSAG under the Global Agreement is 19.30% of the Outstanding Balance of the Receivables (assuming that no Adhered Concessionaires exercise their option to repurchase any Vehicles in the terms described above). The Balloon Instalment represents (i) 80.55% of the Outstanding Balance of the Receivables arising from Balloon Loans, and (ii) 46.28% of the financed Vehicles as a percentage of the Outstanding Balance of the Receivables. The full description of this calculation, together with relevant additional information about (i) PSAG, (ii) the Balloon Loans, and (iii) the Global Agreement, can be found in section 2.2.D) of the Additional Information and in the table included in section 2.2.2.5.2 of the Additional Information.

Finally, the initially agreed purchase price (which equals the Balloon Instalment) is calculated by PSAG prior to the execution of each Balloon Loan between the Seller and the relevant Borrower. The methodology used by PSAG in order to calculate such purchase price is a key factor, particularly in the event of repossession of a Vehicle by the Fund pursuant to the policies described in section 2.2.7.6 of the Additional Information.

1.1.2. Risk of payment default by the Borrowers

Noteholders and other creditors of the Fund shall bear the risk of payment default by the Borrowers of the Receivables pooled in the Fund. In particular, in case that the losses under the Receivables in the Aggregate Portfolio were higher than the credit enhancements described in the Additional Information, this could potentially negatively affect the payment of principal and/or interest under the Notes and/or the Start-Up Expenses Loan Agreement.

The Seller shall accept no liability whatsoever for the Borrower's default of principal, interest or any other amount due under the Receivables. Pursuant to article 348 of the Spanish Commercial Code published by virtue of the Royal Decree of 22 August 1885 (*Real Decreto de 22 de agosto de 1885 por el que se publica el Código de Comercio*) (the **Commercial Code**) and article 1529 of the

Spanish Civil Code, approved by Royal Decree of 24 July 1889 (*Real Decreto de 24 de julio de 1889 por el que se publica el Código Civil*) (the **Civil Code**), the Seller will only be liable *vis-à-vis* the Fund for the existence and lawfulness of the Receivables, on the terms set out in this Prospectus and the Transaction Documents, as well as for the legal status under which the transfer is effected. The Seller will have no responsibility nor warrants the successful outcome of the transaction and no guarantees will be granted by any public or private entity, including the Management Company, the Seller, and any of their affiliate companies or investee companies; the Seller does not undertake to repurchase the Receivables except in the cases foreseen in section 2.2.9 of the Additional Information.

The tables with historical information of delinquency, defaults and recovery rates of PSA Financial Services auto loan portfolio are displayed in section 2.2.7.7 of the Additional Information. The estimated cash flows displayed in section 4.10 of the Securities Notes have been calculated with (i) a cumulative default rate of 1.64%, (ii) with an average recovery rate of 52.05% at twenty-four (24) months. The weighted average rate of Defaulted Receivables and the average rate of recoveries are consistent with respect to the information on the Defaulted Receivables and recoveries data of a similar portfolio to the Preliminary Portfolio. The aforementioned cumulative default rate corresponds to an annual default rate of 0.65% and a cumulative loss rate of 0.79% in the 5.06% constant prepayment rate (**CPR**) scenario, as provided in section 4.10 of the Securities Note.

The table below shows the historical performance of a similar portfolio of auto loans originated by the Seller with the aim to inform potential investors of the performance of the auto loan portfolio.

For the purposes of this Prospectus, a "*similar portfolio*" means a portfolio of loans with comparable characteristics to the selected loans that complies with most of the Eligibility Criteria set out in section 2.2.8(ii) and (iii) of the Additional Information¹.

The situation of payments in arrears by number of days and in percentage terms as of December 2021 was as follows:

Delays in Payments	0 days	Up to 30 days	Between 31 and 60 days	Between 61 and 90 days	Above 90 Days
New Vehicle (standard and balloon)	97.6%	0.7%	0.4%	0.2%	1.1%
Used Vehicle (standard)	97.0%	0.9%	0.5%	0.2%	1.4%

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

The table below includes the accumulated gross loss ratio for auto loans in percentage terms for New Vehicles and Used Vehicles over the annual generated loans. For Loans originated in 2020 and 2021, the accumulated ratio of delinquency is zero, given that there are yet no unpaid amounts with an age equal to or longer than twelve 12 months.

¹ The similar portfolio is prepared based on the historical loan data of the Seller and applying certain filters in connection with the type of borrower (in this case, only individuals), type of vehicle (new vehicle and used vehicle) and type of loan (amortising loan or balloon loan) so it is comparable with the Loans included in the Portfolio (although they may not fulfil all the Eligibility Criteria). Default rates and recovery rates in the similar portfolio are calculated weighting the loans granted to new vehicles and the loans granted to used vehicles over the total similar portfolio.

New Vehicle		Cumulative gross loss %	
Origination year	Originated amount (EUROS)	to 12 months	to 24 months
2016	628,628,744.03	0.34%	0.88%
2017	720,543,083.99	0.31%	0.94%
2018	789,640,144.38	0.28%	0.90%
2019	721,607,835.53	0.40%	1.23%
2020	505,692,011.25	0.37%	NA
2021	428,931,366.30	NA	NA

Used Vehicle		Cumulative gross loss %	
Origination year	Originated amount (EUROS)	to 12 months	to 24 months
2016	94,833,907.81	0.34%	1.11%
2017	139,825,757.62	0.41%	1.24%
2018	145,777,731.39	0.36%	1.25%
2019	141,429,212.22	0.56%	1.60%
2020	105,728,340.87	0.55%	NA
2021	133,009,104.27	NA	NA

General economic conditions and other factors (including, without limitation, those described in section 1.1.3 of the Risk Factors) such as finalisation or loss of subsidies under the Loans or rises of interest rates, may have an impact on the ability of Borrowers to meet their payment obligations under the Loans.

A deterioration in economic conditions resulting in increased unemployment rates, consumer and commercial insolvency filings, a decline in the strength of national and local economies, inflation and other results negatively impacting household incomes could have an adverse effect on the ability of Borrowers to meet their payment obligations under their respective Loans and, ultimately, the ability of the Fund to make timely payments under the Notes.

Unemployment, loss of income, sickness (including any sickness leaves in connection with an epidemic), divorce and other similar factors may also lead to an increase in delinquencies and insolvency filings by the Borrowers, which may in turn have an adverse effect on the ability of the Borrowers to meet their payment obligations under their respective Loans and, ultimately, the ability of the Fund to make timely payments under the Notes.

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

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

1.1.3. Risk of deterioration of the economic outlook due to COVID-19 and the war between Russia and Ukraine

On 30 January 2020, the World Health Organization declared that the officially named coronavirus Covid-19 outbreak constituted a public health emergency of international concern. This novel coronavirus (SARS-CoV-2) and related respiratory disease (coronavirus disease Covid-19) has spread throughout the world, including the Kingdom of Spain. This outbreak led to disruptions in the economies of nations, resulting in restrictions on travel, imposition of quarantines and prolonged closures of workplaces. These circumstances have led to volatility in the capital markets and may lead to volatility in or disruption of the credit markets at any time.

The full impact of the outbreak on business operations, particularly for the travel, financial services and professional services industries, manufacturing facilities and supply chains remains to be seen. We cannot predict the time that it will take to fully recover from the disruptions derived from Covid-19 or any similar future Covid-19 or other epidemic infectious disease outbreak.

No Loans in the Preliminary Portfolio have been under the effects of a Covid-19 Moratorium. Additionally, under section 2.2.8(iii)(28) of the Additional Information, the Seller has represented that no Covid-19 Moratoriums have been granted or requested in respect of the Loans at the time of their assignment to the Fund.

Whilst as of the date of this Prospectus the deadline for requesting (i) Covid-19 Legal Moratoriums (as defined in section 3.7.1.7 of the Additional Information) was 30 March 2021 and (ii) Covid-19 Contractual Moratoriums (as defined in section section 3.7.1.7 of the Additional Information) was 31 March 2021, and therefore no further Covid-19 Moratoriums (as defined in section section 3.7.1.7 of the Additional Information) could be requested by the Borrowers, it cannot be discarded that further extensions or new Covid-19 Moratoriums or Moratoriums in general are approved after the Date of Incorporation of the Fund. If that is the case, the Borrowers (and eventually their guarantors) could request such extended or new Covid-19 Moratoriums or in general Moratoriums. This could entail a temporary reduction and/or postponement of cash flows under the Loans and, ultimately, the Available Funds to pay the amounts due under the Notes, and consequently a decrease in the average yield and an increase in the duration and final maturity of the Notes. This risk will be borne by the Fund and, consequently, the Noteholders, since, in accordance with sections 2.2.9 and 3.7.1.7 of the Additional Information, the Seller will neither replace nor repurchase such Receivables affected after the effective date of their assignment to the Fund by any further extensions or new Covid-19 Moratoriums or in general any Moratoriums.

In addition, throughout 2021, the Russian military build-up along the border of Ukraine has escalated tensions between the Russian Federation (**Russia**) and Ukraine and strained bilateral relations. These events have continued in 2022 with Russia commencing a full-scale military invasion of Ukraine on 24 February 2022.

Following the invasion of Ukraine, the European Union, the member countries of the North Atlantic Treaty Organization (NATO), and other countries and organizations have imposed sanctions on Russia (including some Russian entities and individuals) affecting multiple sectors - particularly the financial sector, public debt, capital markets, exports and imports, air transport, maritime transport, trade in certain products, payment systems, etc. In turn, Russia has reciprocally implemented sanctions on some of these countries generally impacting the same sectors.

Additionally, given the exporting nature of Russia's economy (especially in the raw materials and fuels markets), it is not possible to foresee the effect of such conflict on the European Union economy and Spanish economy. Particularly, the first weeks of the conflict have led to an abrupt increase in the price of electricity and fuels, which may have a direct impact on inflation and probably an increase in interest rates and problems in the supply of raw materials and energy, the

impact of which on the Spanish economy is unknown and difficult to measure. This could trigger a rise in the Spanish unemployment rate and, consequently, a potential reduction of the income received by certain Borrowers, thus affecting their ability to fulfil their payment obligations under the Loans.

According to the ECB (report “ECB staff macroeconomic projections for the euro area – March 2022”, in section “Growth and inflation projections for the euro area”), the combination of an increase in global risk together with the disruption of the energy supply will have an impact on the euro zone real GDP. In this context, the base scenario of a GDP growth of 3.7% and an HICP inflation (Harmonized Index of Consumer Prices) rate of 5.1% for 2022 has two additional scenarios (denominated “adverse” and “severe”) depending on the conflict duration. Under those additional scenarios, the real GDP growth would be 2.5% and 2.3% respectively and the HICP inflation rate would be 5.9% and 7.1% respectively.

According to the Bank of Spain in their article “Quarterly Report on the Spanish Economy. Economic Bulletin 1/2022 – Macroeconomic Projections for the Spanish Economy (2022-2024) – April 2022”, it is expected that, during the year 2022, the Spanish GDP increases by 4.5%, whilst the inflation rate stands at 7.5%.

Whilst as of the date of this Prospectus it is not possible to foresee the full impact of the above factors in the global, national or local economy, and consequently the effects they may have on the Fund and the Notes, the remaining effects of the Covid-19 outbreak and the continuation of the Russia-Ukraine conflict may affect in particular: (i) the ability of some Borrowers to make full and timely payments of principal and/or interests under their Loans; (ii) the ability of the Seller to originate Loans and assign Additional Receivables during the Revolving Period or under any other circumstance as required in the Transaction Documents; and (iii) third parties ability to perform their obligations under the Transaction Documents to which they are a party (including any failure arising from circumstances beyond their control).

1.1.4. Risk of enforcement of reservation of title provisions and other risks related to possession of the Vehicles

As set out in section 2.2 of the Additional Information, all Loan Agreements contain reservation of title provisions (*reserva de dominio*) securing the Receivables. The inclusion of a reservation of title provision would grant the Seller, as creditor, a right of retention of the ownership (*dominio*) over the financed Vehicle under the Loan until such Loan is repaid in full.

However, certain risks may arise in connection with the ability of the Servicer, in the name and on behalf of the Fund, to enforce the reservation of title provisions against third parties. These risks may affect the ability of the Fund (acting through the Servicer) to benefit from these provisions and, eventually, enforce its rights under the Loan Agreements.

Enforceability risk: Issues in connection with enforceability of reservation of title provisions may affect the ability of the Fund to recover amounts due and, ultimately, a reduction of the Available Funds to meet the payment obligations of the Fund (including principal and/or interest under the Notes). A summary of the main risks relating to the enforceability of the reservation of title provisions is included below.

Benefits of priority and exclusion. Right of separation

In accordance with article 16.5 of Law 28/1998, of 13 July, on instalment sales of movable assets (*Ley 28/1998, de 13 de julio, de Venta a Plazos de Bienes Muebles*) (the **Retail Instalment Sales Act**), if the Loan Agreements have been formalised as a private document following the official form or as a Public Document, the Fund, as holder of the Receivables, would be able to benefit from

the preferences and priorities foreseen in articles 1922.2 and 1926.1 of the Civil Code (as described in section 2.2.7.6(i) of the Additional Information).

In addition, only if the Loan Agreement has been registered with the Register of Instalment Sales of Movable Properties (*Registro de Venta a Plazos de Bienes Muebles*), the Fund will have a right of separation over the Vehicle in the event of insolvency of the Borrower (or, if applicable, the relevant owner thereof), as described in section 2.2.7.6(ii) of the Additional Information.

Failure to comply with any of the requirements above would affect the position of the Fund under the Loan Agreements, and ultimately the ability of the Servicer, acting on behalf of the Fund, to recover any amounts due thereunder. This would cause a reduction in the Available Funds, and thus the ability of the Fund to meet its payment obligations (including principal and/or interest under the Notes).

Enforceability against third parties

In order for reservation of title provisions to be enforceable *vis-à-vis* third parties (including other creditors of the Borrowers), it will be necessary to register them in the Register of Instalment Sales of Movable Properties. In accordance with the Retail Instalment Sales Act, only agreements that follow the official form can be registered with the Register of Instalment Sales of Movable Properties.

Non-registration of a reservation of title provision in the Register of Instalment Sales of Movable Properties would imply that the reservation of title provision included in the Loan Agreement would only be effective between the parties to the Agreement (i.e., the Fund and the Borrower), and therefore it would be unenforceable against third parties, including other creditors of the Borrower or good faith purchasers of the Vehicle (who would be considered as having validly acquired the Vehicle affected by the non-registered reservation of title provision, without prejudice to Seller's right to claim damages against the Borrower arising from his/her failure to comply with the non-disposal obligation).

In the event that the reservation of title provision was not registered with the Register of Instalment Sales of Movable Properties and the Vehicle was sold to a good faith purchaser or acquired by any other creditor of the Borrower, the reservation of title provision would not be enforceable against any such new holder of the Vehicle.

In any case, the reservation of title provision could be registered with the Register of Instalment Sales of Movable Properties and the Vehicle at any time after the execution of the relevant Loan Agreement, including, without limitation, in case of impairment in the credit quality of the Borrower.

However, should the reservation of title provision not be registered with the Register of Instalment Sales of Movable Properties, the remedies available to the Servicer, acting on behalf of the Fund, to recover any amounts due under the Loan Agreements could be negatively affected.

Available proceedings

There are several court and out-of-court proceedings available to the Servicer, acting on behalf of the Fund, in case of breach under any Loan Agreement.

If the Loan Agreement is registered with the Register of Instalment Sales of Movable Properties, the Fund (acting through the Servicer) will be able to initiate the out-of-court enforcement proceeding envisaged in article 16.2 of the Retail Instalment Sales Act. In that case, the Fund (acting through the Servicer) will be entitled to request the competent notary public the payment of the amount due

or the delivery of the possession of the relevant Vehicle and the relevant Borrower will then have three (3) business days to either pay the amounts due or deliver the possession of the Vehicle.

Additionally, if the Loan Agreement has been formalised as a Public Document, the Servicer, acting on behalf of the Fund, may also initiate an enforcement court proceeding (*acción ejecutiva*) and foreclose on the security or even attach (*embargar*) other assets of the Borrower. For these purposes, **Public Document** means either a public deed (*escritura pública*) or a commercial deed (*póliza*) as those are defined in the Civil Code and the Civil Procedure Act.

If the Loan Agreement is not executed as a Public Document nor in an official form registered with the Register of Instalment Sales of Movable Properties, the Servicer, acting on behalf of the Fund, will have to commence declarative proceedings for the recognition of the amounts that are due and payable under the Loan Agreement and in order to subsequently be able to commence enforcement action of the potential ruling against the assets of the Borrower. In addition, the Fund will not be able to seek restitution or possession of the Vehicle.

These proceedings are summarised in section 2.2.7.6 of the Additional Information.

Treatment in case of insolvency

The treatment of the Fund, as holder of the Receivables, in case of an insolvency proceeding of the Borrower, will depend on the way the Loan Agreement is formalised.

According to scholars and the Spanish Supreme Court (*Tribunal Supremo*) case law, if the Loan Agreement is formalised either (i) as a Public Document or (ii) as a private agreement that has been registered with the Register of Instalment Sales of Movable Properties, the credit rights held by the Fund will be considered privileged credit rights, with priority over the collateral proceeds from the sale of the Vehicle and, subject to legal automatic stays and exceptions (i.e., if the asset is needed to continue the business, the stay of the enforcement action until a composition agreement among the creditors (*convenio de acreedores*) is reached or one year has elapsed since the declaration of insolvency without liquidation having been opened), the Fund may also seek repossession thereof.

In any case, as mentioned above, if the Loan Agreement has been registered with the Register of Instalment Sales of Movable Properties, the Fund will have a right of separation over the Vehicle in the event of insolvency of the Borrower (or, if applicable, the relevant owner thereof), as described in section 2.2.7.6(ii) of the Additional Information.

On the other hand, if the Loan Agreement is formalised in a private document that has not been registered with the Register of Instalment Sales of Movable Properties the credit rights held by the Fund will be considered ordinary credit rights, ranking *pari passu* with the rest of ordinary creditors.

Other related risks: The Vehicles financed under the Loans will remain in possession of the Borrowers, who may in fact instigate the loss of the Vehicles, without prejudice to the resulting liability that they might incur.

Likewise, due to the movable nature of the assets registered in the Register of Instalment Sales of Movable Properties, although from a legal point of view the protection is similar to that provided by the registration of real estate in the Land Registry, the level of protection may be lower in practice.

Status of the Loan Agreements: On the Date of Incorporation, all the Loan Agreements have been formalised as a private agreement following the official form. However, only Loan Agreements representing 59.19% of the Outstanding Balance of Receivables have reservation of title provisions registered in the Register of Instalment Sales of Movable Properties. There are no Loan Agreements formalised as a Public Document.

1.1.5. Receivables prepayment risk

Borrowers may prepay the Outstanding Balance of the Receivables, in the terms set out in the relevant Loan Agreement from which the Receivables arise.

Upon termination of the Revolving Period, this prepayment risk shall pass onto the Noteholders monthly on each Payment Date through the partial redemption of the Notes, to the extent applicable in accordance with the provisions of section 4.9.2.1 of the Securities Note.

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

1.1.6. Risk of concentration depending on the depreciation of the value of the Vehicles

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

(i) Distribution of New Vehicles and Used Vehicles. Depreciation

As detailed in section 2.2.2.3.1 of the Additional Information, 87.29% of the Outstanding Balance of the Receivables in the Preliminary Portfolio corresponds to New Vehicles and the remaining 12.71% corresponds to Used Vehicles.

As detailed in section 2.2.2.3.15 of the Additional Information, the largest concentration by year of origination of the Receivables in the Preliminary Portfolio is as follows (as a percentage of the Outstanding Balance of the Receivables): year 2020 (25.19%) and year 2021 (40.10%), altogether representing 65.29%. For the year 2022 the percentage of the Outstanding Balance of the Receivables is 7.35%.

With regard to depreciation of the Vehicles, (i) New Vehicles suffer a depreciation after their registration which represents approximately 10-12% of their value and (ii) any Vehicles suffer an average monthly depreciation of approximately 1% (monthly) of their value during the first two years, 3% (monthly) for the third year, and 5% (monthly) for the fourth and subsequent years.

It should be noted that the weighted average age of the Used Vehicles at the time of origination of the Loans is sixteen (16) months (1.3 years).

For the purposes of this Prospectus:

New Vehicles means any Vehicle of the Peugeot, Citroën or DS brand with no previous owner that has been registered (*matriculado*) for the first time or less than 12 months have elapsed since its registration (*matriculación*), and is sold for the first time by a Peugeot Dealer, a Citroën Dealer or a DS Dealer pursuant to a purchase contract and financed pursuant to a Loan.

Used Vehicles means a Vehicle of any brand and model that, on its date of purchase, either it does not have a previous owner and more than 6 months have elapsed since its registration (*matriculación*) or has had at least one prior owner and has been sold by a Peugeot Dealer, a Citroën Dealer or a DS Dealer and financed pursuant to a Loan Agreement.

(ii) Distribution of the Loan over the value of the Vehicle

Loans representing 29.77% of the total Outstanding Balance of the Receivables have an initial loan to value ratio of more than 90%, of which Loans representing 13.44% of the total Outstanding Balance of the Receivables have a ratio equal to 100%. This loan to value ratio may be adversely affected by the depreciation of the value of New Vehicles and Used Vehicles. However, it is partially reduced by the ordinary and early repayment of the Loans.

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

1.1.7. Interest rate risk

The Receivables comprised in the Aggregate Portfolio include and will include interest payments calculated at interest rates and periods, which are different from the interest rates and periods applicable to the interest due under the Floating Rate Notes.

The weighted average interest rate of (i) the Notes is 0.69% (assuming an EURIBOR 1-month rate of -0.542% on 20 May 2022 for the Floating Rate Notes), and (ii) the Initial Receivables is 6.68%, as described in section 2.2.2.3.16 of the Additional Information. Additionally, the weighted average margin applicable under the Floating Rate Notes is 0.565%.

The Fund expects to meet its payment obligations under the Floating Rate Notes primarily with the collections received from the Receivables. However, the interest component of such Collections may have no correlation to the floating rate applicable to the Floating Rate Notes from time to time.

To provide a hedge against the possible variance between the fixed rates of interest received from the Non-Defaulted Receivables and the rate of interest under the Floating Rate Notes calculated by reference to 1-Month EURIBOR, the Fund will enter into an interest rate swap transaction (the **Interest Rate Swap Transaction**) on the Date of Incorporation with Banco Santander, S.A. (the **Swap Counterparty**). The terms of the Interest Rate Swap Agreement will include rating requirements which are described in more detail at 3.4.8.1 of the Additional Information below.

Accordingly, the Fund may in certain circumstances depend upon payments made by the Swap Counterparty in order to have sufficient funds available to make payments of interest on the Floating Rate Notes. If the Swap Counterparty fails to pay any amounts when due under the Interest Rate Swap Transaction, the Available Funds may be insufficient to make the interest payments on the Floating Rate Notes and the Noteholders may experience delays and/or reductions in the interest payments due to be received by them.

In the event of early termination of the Interest Rate Swap Transaction, including any termination upon failure by the Swap Counterparty to perform its obligations, the Fund will use its best endeavours to, but cannot guarantee that it will be able to, find a replacement Swap Counterparty. In such circumstances, there is no assurance that the Fund will be able to meet its payment obligations under the Notes in full or even in part.

As the notional amount of the Interest Rate Swap Transaction with respect to which payments due from the Swap Counterparty will be determined will be calculated by reference to the Outstanding Balance of the Non-Defaulted Receivables, and it does not consider the Outstanding Balance of the Defaulted Receivables, the Interest Rate Swap Transaction may not fully mitigate the interest rate risk borne by the Fund.

Additionally, if the Interest Rate Swap Transaction is early terminated, then the Fund may be obliged to pay the amount determined pursuant to the Interest Rate Swap Agreement to the Swap Counterparty. Except in certain circumstances, such amount due to the Swap Counterparty by the Fund will rank in priority to payments due on the Notes. Any additional amounts required to be paid by the Fund as a result of the termination of the Interest Rate Swap Transaction (including any extra costs incurred if the Fund cannot immediately enter into one or more, as appropriate, replacement interest rate swap transactions), may also rank in priority to payments due on the Notes. Therefore, if the Fund is obliged to pay an amount determined pursuant to the Interest Rate Swap Agreement to the Swap Counterparty or to pay any other additional amount as a result of the termination of the Interest Rate Swap Transaction, this may reduce the Available Funds to meet the payment obligations of the Fund (including principal and/or interest under the Notes). For further details, see sections 3.4.7 and 3.4.8.1 of the Additional Information.

1.1.8. Geographical concentration risk

As detailed in section 2.2.2.3.18 of the Additional Information, the Autonomous Communities having the largest concentrations of Borrowers under the Receivables in the Preliminary Portfolio is as follows (as a percentage of the Outstanding Balance of the Receivables): Catalonia (20.74)%, Andalusia (20.19)% and Valencia (14.67)% and, altogether representing 55.59% of the Outstanding Balance of the Receivables in the Preliminary Portfolio.

Any significant event (political, social, pandemics, natural disasters, etc.) occurring in these Autonomous Communities could adversely affect the creditworthiness of the corresponding Borrowers and their capacity to repay the Loans when due.

1.1.9. Seasoning concentration risk

As detailed in section 2.2.2.3.8 of the Additional Information, (i) 40.10% of the Outstanding Balance of the Receivables in the Preliminary Portfolio was originated in 2021, (ii) 25.19% of the Outstanding Balance of the Receivables in the Preliminary Portfolio was originated in 2020, and (iii) 15.19% of the Outstanding Balance of the Receivables in the Preliminary Portfolio was originated in 2019.

Likewise, as shown in section 2.2.2.3.12 of the Additional Information, (i) 38.94% of the Outstanding Balance of the Receivables in the Preliminary Portfolio has a seasoning of 0-12 months, and (ii) 29.82% of the Outstanding Balance of the Receivables in the Preliminary Portfolio has a seasoning of 12-24 months.

Given the origination concentration indicated above, it is possible that the Loans have not yet deployed their potential delinquency. An increase in the delinquency of the Loans may reduce the Available Funds to meet the payment obligations of the Fund (including principal and/or interest under the Notes).

1.2. Related to the nature of the securities

1.2.1. Subordination risk

As set out in section 4.6.3.1 of the Securities Note, during the Revolving Period and the Pro-Rata Redemption Period, the ordinary redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be *pari passu* and *pro-rata* without preference or priority amongst themselves in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7 of the Additional Information.

Once the Pro-Rata Redemption Period (i) has ended or (ii) has been terminated upon the occurrence of a Subordination Event, the Sequential Redemption Period will start. During the Sequential Redemption Period, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be redeemed sequentially in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of the Additional Information so that the Principal Target Redemption Amount will be applied: (i) in the first place to redeem the Class A Notes until their redemption in full; (ii) in the second place to redeem the Class B Notes until their redemption in full; (iii) in the third place to redeem the Class C Notes until their redemption in full; (iv) in the fourth place to redeem the Class D Notes until their redemption in full; and (v) in the fifth place to redeem the Class E Notes until their redemption in full.

Conversely, Class F Notes shall be redeemed on each Payment Date for an amount equal to the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of the Additional Information.

As a result, during the Sequential Redemption Period

- **Class A Notes:** will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and shall benefit from 22.00% of subordination of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, as the case may be.
- **Class B Notes:** will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, and shall benefit from 16.20% of subordination of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, as the case may be.
- **Class C Notes:** will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class D Notes, the Class E Notes and the Class F Notes, and shall benefit from 11.00% of subordination of the Class D Notes, the Class E Notes and the Class F Notes, as the case may be.
- **Class D Notes:** will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class E Notes and the Class F Notes and shall benefit from 4.20% of subordination of the Class E Notes and the Class F Notes, as the case may be.
- **Class E Notes:** will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class F Notes and shall benefit from 0.84% of subordination of the Class F Notes, as the case may be.
- **Class F Notes:** will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and payment of interest and the repayment of principal thereunder are subordinated to those of the Class A Notes, the Class B Notes, the Class C Notes, the Class

D Notes and the Class E Notes. Notwithstanding, the Class F Notes will amortise with the available excess spread for an amount equal to the Class F Notes Target Amortisation Amount, until the Class F Notes are fully redeemed. Once the Class F Notes are fully redeemed, the subordination of such Class F Notes will no longer apply.

Based on these assumptions:

- (i) the Class A Notes to Class E Notes shall redeem from 28 January 2023 to 28 June 2026; and
- (ii) Class F Notes shall start to redeem from 29 August 2022 to 28 February 2025.

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

1.2.2. Notes Euroeligibility risk

The Class A Notes are intended to be held in a manner which will allow be recognised as eligible collateral for Eurosystem monetary policy and Intraday credit operations by the Eurosystem (**Eurosystem Eligible Collateral**). This does not necessarily mean that the Class A Notes shall be recognised as Eurosystem eligible collateral either upon issue or at any or all times during their life. Such recognition will, *inter alia*, depend upon satisfaction of the Eurosystem eligibility criteria set out in the Guideline of the European Central Bank (the **ECB**) of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast) as amended and applicable from time to time (the **Guideline**), including compliance with loan-by-loan reporting in a prescribed format and manner. It should be noted that, with effect from 1 October 2021 (but subject to certain transitional provisions), amended Eurosystem rules apply to loan-by-loan reporting whereby loan-level reporting is made via an ESMA-authorized securitisation repository in compliance with article 7 of the EU Securitisation Regulation.

If the Class A Notes do not satisfy the criteria specified by the ECB, or if the Servicer fails to submit the required loan-level data, the Class A Notes will not be eligible collateral for the Eurosystem.

None of the Fund, the Management Company, the Seller or the Arranger gives any representations, warranty, confirmation or guarantee to any potential investor in the Class A Notes will, either upon issue, or at any time or at all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem Eligible Collateral for any reason whatever. Any potential investor in the Class A Notes should make its own conclusions and seek its own advice with respect to whether or not the Class A Notes constitute Eurosystem Eligible Collateral.

1.2.3. Yield and duration risk

Several calculations, such as the average yield, duration and final maturity of the Notes in each Class (assuming a CPR of 3.86%, 5.06% and 6.26% – which is consistent with the historical information provided by the Seller) contained in section 4.10 of the Securities Note are subject to a number of hypotheses, *inter alia*, estimates of prepayment rates and delinquency rates that may not be fulfilled.

These calculations are influenced by a number of economic and social factors such as Covid-19 pandemic, macroeconomic instability caused by the Ukraine conflict, market interest rates, the Borrowers' financial circumstances and the general level of economic activity, preventing their predictability. Please refer to section 1.1.3 of the Risk Factors for further information regarding the risk of deterioration of the economic outlook due to COVID-19 and the war between Russia and Ukraine.

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

1.2.4. Early redemption of the Notes

1.2.4.1. Occurrence of a Clean-Up Call Event or Tax Call Event

In accordance with section 4.4.3.2 of the Registration Document, the Seller will have the right (but not the obligation) to instruct the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes in whole (but not in part):

- (i) upon the occurrence of a Clean-Up Call Event; or
- (ii) upon the occurrence of a Tax Call Event,

provided that, in case of the Clean-up Call Event, Seller can only exercise this right to the extent that there are sufficient Available Funds to redeem the Rated Notes in full.

Upon the exercise by the Seller of a Seller's Call following the occurrence of a Clean-Up Call Event or a Tax Call Event, the Seller shall repurchase all outstanding Receivables at the Final Repurchase Price calculated in accordance with section 4.4.3.2 of the Registration Document.

Any potential investor in the Class F Notes should be aware that the exercise by the Seller of a Seller's Call upon the occurrence of a Clean-up Call Event may result in the Principal Amount Outstanding of Class F Notes, if any, not being redeemed in full.

Furthermore, in case of exercise by the Seller of a Seller's Call upon the occurrence of a Tax Call Event, the Final Repurchase Price payable by the Seller may be lesser than the purchase price of the Receivables paid by the Fund to the Seller in accordance with section 3.3.3 of the Additional Information and, therefore, might not be sufficient to repay the Principal Amount Outstanding of all the Notes in full.

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

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

1.2.4.1.1 *Occurrence of a Regulatory Call Event*

Additionally, in accordance with section 4.9.2.3 of the Securities Note, upon the occurrence of a Regulatory Call Event, the Seller will have the right (but not the obligation) to request the Management Company to redeem in full (but not in part) on any Payment Date thereafter the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (while the Class A Notes and the Cash Reserve shall not be affected) in accordance with the Pre-Enforcement Priority of Payments (as amended by the Pre-Enforcement Regulatory Call Priority of Payments or

the Seller Loan Priority of Payments, as applicable) or the Post-Enforcement Priority of Payments (as amended by the Post-Enforcement Regulatory Call Priority of Payments).

In that case, once the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are redeemed in full, the Class A Notes shall benefit from subordination of the Seller Loan (which will be granted by the Seller to repay the Class B, the Class C, the Class D, the Class E and the Class F) instead of the redeemed subordinated Notes, and from the collateralisation of all Receivables which prior to the exercise by the Seller of the option above backed all Classes of Notes.

1.2.5. Risk relating to benchmarks

The interest payable on the Floating Rate Notes, payments to be made in respect of the Interest Rate Swap Transaction and interest payable on the Start-Up Expenses Loan Agreement are determined by reference to EURIBOR, the calculation and determination of which is subject from 1 January 2018 to Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the **Benchmarks Regulation**) published in the Official Journal of the EU on 29 June 2016, entered into force on 30 June 2016 and is applied from 1 January 2018.

The Benchmark Regulation applies to “contributors”, “administrators” and “users of” benchmarks (such as EURIBOR) in the EU, and, *inter alia*, (i) requires benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and to comply with extensive requirements in relation to the administration of “benchmarks” and (ii) bans the use of benchmarks of unauthorised administrators.

Separately, the working group on euro risk free-rates for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including asset-backed securities) referencing EURIBOR. The guiding principles indicate, among others, that continuing to reference EURIBOR in relevant contracts (without robust fall-back provisions) may increase the risk to the euro area financial system. On 11 May 2021, the working group on euro risk-free rates published its recommendations on EURIBOR fall-back trigger events and fall-back rates. Investors should be aware that the market is continuing to develop such alternative reference rates and further changes or recommendations may be introduced.

Although EURIBOR has been reformed in order to comply with the terms of the Benchmarks Regulation, it is not possible to ascertain as of the date of this Prospectus what will be the impact of these initiatives on the determination of EURIBOR in the future, how such changes may impact the determination of EURIBOR for the purposes of the Floating Rate Notes, the Interest Rate Swap Transaction and the Start-Up Expenses Loan Agreement, whether this will result in an increase or decrease in EURIBOR rates or whether such changes will have an adverse impact on the liquidity or the market value of the Floating Rate Notes. Ongoing international and/or national reform initiatives and the increased regulatory scrutiny of benchmarks generally could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any applicable regulations or requirements. Such factors may discourage market participants from continuing to administer or contribute to benchmarks, trigger changes in the rules or methodologies used in respect of benchmarks and/or lead to the disappearance of benchmarks.

As provided in section 4.8.4 of the Securities Notes, changes in the manner of administration of EURIBOR could result in the base rate on the Floating Rate Notes or the Start-Up Expenses Loan Agreement changing from EURIBOR to an Alternative Base Rate under certain circumstances broadly related to EURIBOR dysfunction or discontinuation. This Alternative Base Rate will be

proposed by a Rate Determination Agent appointed by the Management Company (acting on the advice of the Seller) and, subject to certain conditions being satisfied, it will be implemented in substitution of EURIBOR or the then current Reference Rate, as the new Reference Rate applicable of the Floating Rate Notes.

Any of the above changes could have a material adverse effect on the value of and return on the Floating Rate Notes or the Start-Up Expenses Loan Agreement.

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

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

2.1.1. Forced replacement of the Management Company

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

If four (4) months have elapsed from the occurrence of the event determining the substitution and no new management company has been found willing to take over the management of the Fund, the Management Company shall early liquidate the Fund, and the Notes shall be subject to early redemption in accordance with section 4.4.3.1 of the Registration Document.

2.1.2. Limitation of actions

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

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

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

- (i) Payment default of amounts due by the Fund resulting from the existence of Receivable default or prepayment,
- (ii) Breach by the Seller or the counterparties of their obligations under the corresponding Transaction Documents entered into by the Management Company for and on behalf of the Fund, or
- (iii) Shortfall of the financial hedging transactions for servicing the Notes.

2.1.3. Inexistence of meeting of creditors

Article 21(10) of the EU Securitisation Regulation provides that the transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors.

Whilst the Deed of Incorporation does not contemplate Noteholders having voting rights or the ability to call creditors' meetings in the terms of article 37 of Law 5/2015, of 27 April, on the Promotion of Enterprise Funding (**Law 5/2015**), pursuant to article 26.1.a) of Law 5/2015, the Management Company, as legal representative of the Fund, is legally required to protect the interest of the Noteholders and other creditors of the Fund and ensure that the Fund is operated in accordance with the provisions of the Deed of Incorporation. Under Law 5/2015, and the general principles of Spanish law, in case of conflicts between different classes of Noteholders, the Management Company, where appropriate, will make a decision on the relevant issue to ensure timely resolution of such conflict. Under Spanish law, the Management Company would generally be required to give preference to the holders of the most senior Class of Notes.

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

In addition, the Noteholders will have no recourse against the Management Company, other than for (i) non-performance of its duties or (ii) non-compliance with the provisions of the Deed of Incorporation, the rest of the Transaction Documents and the applicable laws and regulations (those duties including, among others, exercising and enforcing all the rights and remedies of the Fund under the Transaction Documents to which the Fund is a party). The Management Company is however not responsible for any of the Fund's liabilities.

2.2. Related to legal and regulatory risks

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

On 12 December 2017, the European Parliament adopted the EU Securitisation Regulation which applies to the fullest extent to the Notes.

The transaction envisaged under this Prospectus is intended to qualify as a simple, transparent and standardised securitisation (*STS-securitisation*, within the meaning of article 18 of the EU Securitisation Regulation). Consequently, the transaction meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation and, on or about the Date of Incorporation (and in any case within fifteen (15) calendar days from the Date of Incorporation), the Originator will submit an STS notification to the ESMA Register of STS notifications for the purposes of article 27(5) of the EU Securitisation Regulation. The Management Company, by virtue of a delegation by the Originator, shall notify CNMV – in its capacity as competent authority – of the submission of such mandatory STS Notification from the Originator to ESMA, and attaching such notification.

For these purposes, the Seller has appointed Prime Collateralised Securities (PCS) EU SAS (PCS), as a verification agent authorised under article 28 of the EU Securitisation Regulation, in connection with an assessment of the compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation. It is important to note that the involvement of PCS as the authorised verification agent is not mandatory and the responsibility for compliance with the EU Securitisation Regulation remains with the relevant institutional investors, the Originator and Fund, as applicable in each case. The STS Verification will not absolve such entities from making their own assessments with respect to the EU Securitisation Regulation, and the STS Verification cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities.

No assurance can be provided that the securitisation transaction described in this Prospectus will receive the STS Verification (either before issuance or at any time thereafter), and if the securitisation transaction described in this Prospectus does not receive the STS Verification, this

shall not, under any circumstances, affect the liability of the Originator and the Fund in respect of their legal obligations under the EU Securitisation Regulation, nor shall it affect the obligations imposed on institutional investors as set out in article 5 of the EU Securitisation Regulation.

None of the Fund, the Reporting Entity, the Arranger or any other party to the Transaction Documents makes any representation or accepts any liability for (i) the inclusion of the securitisation transaction in the ESMA Register of STS notifications for the purposes of article 27 of the EU Securitisation Regulation or (ii) the securitisation transaction to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time.

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

Finally, since 1 January 2021, the EU Securitisation Regulation forms part of the domestic law of the UK by virtue of the EUWA. None of the Seller (as originator) or the Fund (as SSPE) under the UK Securitisation Regulation are actively seeking to comply with the requirements of the UK Securitisation Regulation. UK investors should be aware of this and should note that their regulatory position may be affected. The Transaction will not be a UK STS Transaction and will therefore not be notified to the UK Financial Conduct Authority for that purpose.

REGISTRATION DOCUMENT FOR ASSET-BACKED SECURITIES

(Annex 9 of the Prospectus Delegated Regulation)

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

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

Mr. Ramón Pérez Hernández, acting in the name and on behalf of Titulización de Activos, S.G.F.T., S.A. (the **Management Company**), management company of the Fund, assumes the responsibility for the content of this Registration Document.

Mr. Ramón Pérez Hernández acts in his capacity as chief executive officer (*consejero delegado*) by virtue of the public deed (*escritura pública*) granted on 12 May 2020 before the notary public of Madrid, Mr. Manuel Richi Alberti, under number 990 of his official records and, specifically for the incorporation of the Fund, by virtue of the resolutions adopted by the chief executive officer (*consejero delegado*) on 3 February 2022.

1.2. Statement granted by those responsible for the Registration Document

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

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

No statement or report is included in this Registration Document.

1.4. Information provided by a third party

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

1.5. Competent authority approval

- (i) This Prospectus (including this Registration Document) has been approved by CNMV as Spanish competent authority under the Prospectus Regulation.
- (ii) CNMV has only approved this Prospectus (including this Registration Document) as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.
- (iii) The abovementioned approval should not be considered as an endorsement of the Fund whose characteristics are described in this Prospectus.

2. STATUTORY AUDITORS

2.1. Name and address of the Fund's auditors

In accordance with the provisions of section 8 of this Registration Document, the Fund does not have any historical financial information.

In accordance with the resolutions passed by the chief executive officer (*consejero delegado*) of the Management Company dated 3 February 2022, Deloitte, S.L. was appointed auditor of the Fund, without specifying the number of accounting periods for which it has been appointed. If the

Management Company passes a resolution to appoint new auditors of the Fund, notice will be given to CNMV, the Rating Agencies and the Noteholders in accordance with the procedure set out in section 4.2.2 of the Additional Information.

The details of Deloitte, S.L. are included in section 3.1 of the Securities Note.

2.2. **Accounting standards**

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

The Fund's financial year will coincide with the calendar year, starting on 1 January and ending on 31 December. However, as an exception, the Fund's first financial year will start on the Date of Incorporation and will end on 31 December 2022, and the Fund's last financial year will end on the date of cancellation of Fund.

The Fund's annual financial statements will be subject to verification and annual review by its auditor. In accordance with article 35 of Law 5/2015, the Fund's annual report and the quarterly reports of the Fund will be filed with CNMV within four (4) months from the closing date of the financial year of the Fund (i.e. prior to 30 April of each year).

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

3. **RISK FACTORS**

The risk factors specific to the Fund are those described in Section 1 of the document included at the beginning of this Prospectus, under the heading "*RISK FACTORS*".

4. **INFORMATION ABOUT THE ISSUER**

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

The Issuer is a securitisation fund, with no legal personality, incorporated in accordance with Chapter III of the Law 5/2015 for the purposes of:

- (i) acquiring the Receivables assigned by the Seller, and
- (ii) issuing the Notes.

The Fund will have open-end revolving assets and closed-end liabilities. Its assets shall comprise the Initial Receivables to be acquired on the Date of Incorporation and the Additional Receivables which may be acquired on each Assignment Date during the Revolving Period (which will end on the Payment Date falling on 28 December 2022 (included), unless the Revolving Period is early terminated in accordance with section 4.9.2.1 of the Securities Note).

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

The name of the Fund is :

AUTO ABS SPANISH LOANS 2022-1, FONDO DE TITULIZACIÓN

The Fund shall also be referred to, without distinction:

AUTO ABS SPANISH LOANS 2022-1, FT

AUTO ABS SPANISH LOANS 2022-1, F.T.

The LEI Code of the Fund is 959800LZRYPPFESLNU74.

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

The incorporation of the Fund and the issue of the Notes must be registered with the official registers of CNMV in Spain.

This Prospectus was registered with the official registers of CNMV on 24 May 2022.

Pursuant to the exemption foreseen in article 22.5 of Law 5/2015, the Management Company has elected not to register the incorporation of the Fund or the issue of the Notes with the Commercial Registry (*Registro Mercantil*).

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

4.4.1. Date of Incorporation

It is expected that the execution of the public deed (*escritura pública*) of incorporation of the Fund and issue of the Notes (the **Deed of Incorporation**) and, thus the date of incorporation of the Fund will be 26 May 2022 (the **Date of Incorporation**).

The Deed of Incorporation will be drafted in Spanish.

The Deed of Incorporation of the Fund may be amended in accordance with the provisions of article 24 of Law 5/2015, i.e., if the Management Company has the consent of all Noteholders and other creditors (excluding non-financial creditors) of the Fund. However, these consents will not be necessary if in the opinion of CNMV the proposed amendment is of minor relevance, which the Management Company will be responsible for documenting and evidencing.

Once CNMV verifies the compliance of the legal requirements for the amendment of the Deed of Incorporation, the Management Company will execute the relevant public deed (*escritura pública*) of amendment and file an authorised copy with CNMV for incorporation into the relevant public register. Any amendment to the Deed of Incorporation will be communicated by the Management Company to the Rating Agencies and published by the Management Company in accordance with the provisions set out in section 4 of the Additional Information.

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

The Management Company represents that the content of the Deed of Incorporation will not contradict that of the Prospectus and that the Deed of Incorporation will coincide with the draft public deed (*escritura pública*) that has been submitted to CNMV in connection with the registration of this Prospectus.

4.4.2. Period of activity of the Fund

It is expected that the life of the Fund runs from the Date of Incorporation until the Legal Maturity Date of the Fund (i.e. 28 February 2032, subject to the Modified Following Business Day Convention), unless the Fund is early liquidated or cancelled in accordance with the provisions of sections 4.4.3 and 4.4.4 below.

4.4.3. Early Liquidation of the Fund

4.4.3.1. Mandatory early liquidation of the Fund

The Management Company shall proceed to carry out the early liquidation of the Fund (the **Early Liquidation of the Fund**) and, hence, the early redemption of the whole (but not part) of the Notes (the **Early Redemption of the Notes**) upon the occurrence of any of the following events:

- (i) if, as stated in article 33 of Law 5/2015, four (4) months have elapsed since the occurrence of an event giving rise to the mandatory replacement of the Management Company due to a declaration of insolvency thereof, or
- (ii) in the event of revocation of the authorisation of the Management Company,

in either case, without a new management company having been found that is prepared to take over management of the Fund and that is appointed pursuant to section 3.7.2 of the Additional Information.

In order for the Management Company to carry out the Early Liquidation of the Fund, and therefore, the Early Redemption of the Notes, the Management Company shall sell the Receivables and any remaining assets of the Fund in accordance with the provisions below.

Pre-emptive right of the Seller to acquire the Receivables

Upon the occurrence of any of the events indicated in paragraphs (i) and (ii) above, the Seller will have the right, but not the obligation, to repurchase the outstanding Receivables at the time of early liquidation of the Fund at a price equal to the Final Repurchase Price (as defined below).

In order for the Seller to exercise this right, the Management Company shall notify in writing to the Seller that the Early Liquidation of the Fund will be carried out immediately and in any case within thirty (30) Business Days from the occurrence of any of the events indicated in paragraphs (i) and (ii) above.

Upon receiving such notification, the Seller will have a period of five (5) Business Days from the date on which it receives such notification to communicate its decision to repurchase or not the Receivables at the Final Repurchase Price.

If the Seller confirms its decision to repurchase the Receivables, the transfer of the Receivables to the Seller must be completed within fifteen (15) Business Days from the date on which the Seller communicates such decision.

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

Sale of the Receivables to third parties

In case the Seller decides not to exercise its right of repurchase the Receivables in accordance with the provisions of the preceding section, the Management Company shall request binding bids from at least three (3) entities, at its sole discretion, among those active in the purchase and sale of similar assets.

The Management Company shall be entitled to obtain any valuation reports it deems necessary from any one or several specialised entities in order to assess the value of the Receivables. The Management Company shall set out the terms and conditions of the bidding process (including, without limitation, the information to be provided to the bidders and deadline to submit the bids) in the manner it considers best to maximise the value of the Receivables.

The highest bid received from the entities referred to above shall be accepted by Management Company and will determine the value of the Receivables. If no relevant offer is received from any third parties, then the Receivables shall remain as assets to the Fund, without prejudice to the possibility of the Management Company to start a new bidding process for the sale of the Receivables.

Common provisions

The purchase price paid by the Seller or the third party will be paid in the Treasury Account and shall form part of the Available Funds to be applied in accordance with the Post-Enforcement Priority of Payments set out in section 3.4.7.3 of the Additional Information.

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

For the above purposes, the payment obligations under the Notes on the Early Redemption Date shall mean the Principal Amount Outstanding of the Notes on that date plus the unpaid accrued interest to that date, amounts that to all legal effects will be deemed past due and payable (*líquido, vencido y exigible*) on the Early Redemption Date.

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

Notice of the liquidation of the Fund will be provided to CNMV by publishing the appropriate relevant fact communication (*comunicación de otra información relevante*) and thereafter to the Rating Agencies and the Noteholders in the manner set out in section 4.2.3 of the Additional Information, at least thirty (30) Business Days in advance to the Early Redemption Date.

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

The Seller will have the right (but not the obligation) to instruct the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes in whole (but not in part):

- (i) upon the occurrence of a Clean-up Call Event; or
- (ii) upon the occurrence of a Tax Call Event,

provided that, in case of the Clean-up Call Event, the Seller can only exercise this right to the extent that there are Available Funds sufficient to redeem the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes (the **Rated Notes**) in full.

Upon the exercise by the Seller of a Seller's Call following the occurrence of a Clean-Up Call Event or a Tax Call Event, the Seller shall repurchase all outstanding Receivables at the Final Repurchase Price (as this term is defined below).

In order for the Seller to exercise any of these rights, the Seller and the Management Company, as applicable, shall take the following actions:

- (i) the Seller shall provide written notice to the Management Company communicating the occurrence of a Clean-up Call Event or a Tax Call Event and requesting the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes in whole (but not in part) and its intention to repurchase the Receivables at their Final Repurchase Price;
- (ii) the Management Company shall then inform the Rating Agencies and the Noteholders in accordance with section 4 of the Additional Information, not less than thirty (30) Business Days in advance of the relevant Early Redemption Date, by publishing the appropriate relevant fact communication (*comunicación de otra información relevante*) with CNMV (the **Early Redemption Notice**);
- (iii) the Final Repurchase Price shall be paid by the Seller to the Fund on or before the Early Redemption Date by crediting the Treasury Account;
- (iv) the transfer of the Receivables to the Seller must be completed within thirty (30) Business Days from the date of the Early Redemption Notice; and
- (v) the Final Repurchase Price shall form part of the Available Funds and be applied in accordance with the Post-Enforcement Priority of Payments set out in section 3.4.7.3 of the Additional Information.

For these purposes:

Clean-Up Call Event means, at any time, the aggregate Outstanding Balance of the Receivables falling below 10% of the Outstanding Balance of the Receivables on the Date of Incorporation.

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

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

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

Aggregate Portfolio means, on any given date, all the Initial Receivables and the Additional Receivables assigned by the Seller to the Fund up to such date, pursuant to the Master Sale and Purchase Agreement.

Final Determined Amount means, in relation to any Delinquent Receivable or to any Defaulted Receivable, the Outstanding Balance of such Delinquent Receivable or Defaulted Receivable at the immediately preceding Determination Period minus an amount equal to any IFRS9 Provisioned Amount for such Delinquent Receivable or Defaulted Receivable. For the avoidance of doubt, for the purposes of calculating the Final Determined Amount, the Outstanding Balance of each Defaulted Receivable shall be taken as at the last day of the immediately preceding Determination Period, after deducting from the Defaulted Amount any realised principal recoveries already received by the Fund or by the Servicer in respect of such Defaulted Receivable but deducting from such recoveries any amounts returned or to be returned to the Borrower arising from returns of receivables.

Defaulted Amount means the Outstanding Balance of the Defaulted Receivable(s).

Early Redemption Date means the date on which the early redemption of the Notes takes place, which does not need to be a Payment Date.

IFRS9 Provisioned Amount means, with respect to any Delinquent Receivable, any amount that constitutes any expected credit loss for such Delinquent Receivable as determined by the Seller in accordance with IFRS9 or any such equivalent financial reporting standard promulgated by the International Accounting Standards Board in order to replace IFRS9.

Determination Period means (i) prior to a mandatory Early Liquidation of the Fund, each period commencing on (but excluding) a Determination Date and ending on (and including) the immediately following Determination Date, provided that the first Determination Period will commence on (and including) the Initial Assignment Cut-Off Date and will end on (and including) the Determination Date immediately preceding the First Payment Date, or (ii) following a mandatory Early Liquidation of the Fund, any such period as determined by the Management Company.

IFRS9 means the International Financial Reporting standard 9 issued by the International Accounting Standards Board (IASB) in July 2014, which introduced an “expected credit loss” (ECL) framework for the recognition of impairment. Under such reporting standard, impairment of loans is recognised -on an individual or collective basis- in three stages:

- Stage 1: when credit risk has not increased significantly since initial recognition.
- Stage 2: when credit risk has increased significantly since initial recognition.
- Stage 3: when the loan’s credit risk increases to the point where it is considered credit impaired.

4.4.4. Cancellation of the Fund

Cancellation of the Fund shall take place:

- (i) upon full repayment of the Receivables pooled therein;
- (ii) upon full repayment of all the obligations of the Fund towards its creditors;
- (iii) as a consequence of the completion of the Early Liquidation process set out in section 4.4.3.1 and 4.4.3.2 above;

- (iv) upon reaching the Legal Maturity Date;
- (v) if any of the provisional credit ratings of the Rated Notes are not confirmed as final (unless such provisional ratings are upgraded) by the Rating Agencies on or prior the Disbursement Date (for clarification purposes, the Notes will not be disbursed until the confirmation or upgrading of the provisional ratings of the Rated Notes); and
- (vi) if the Management and Subscription Agreement is terminated in accordance with the provisions of section 4.2.3 of the Securities Note at any time prior to the disbursement of the Notes.

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

4.4.5. Actions for the cancellation of the Fund

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

- (i) Terminate or cancel those contracts not necessary for the liquidation of the Fund.
- (ii) Carry out the Early Redemption of all of the Notes pursuant to section 4.4.3.1 and section 4.4.3.2 above for an amount equal to the Principal Amount Outstanding of the Notes on the Early Redemption Date, plus accrued and unpaid interest from the last Payment Date to the Early Redemption Date, less any tax withholding and free of any expenses for the Noteholder. All such amounts will, for all legal purposes, be deemed liquid, due and payable on the Early Redemption Date.
- (iii) Apply all the amounts obtained from the sale of the Receivables towards payment of the various obligations, in the form, amount and order of priority established in the Post-Enforcement Priority of Payments described in section 3.4.7.3 of the Additional Information.
- (iv) Once the Fund has been liquidated and all scheduled payments have been made pursuant to the Post-Enforcement Priority of Payments contemplated in section 3.4.7.3 of the Additional Information, if there is any remainder (including any judicial or notary proceedings pending settlement as a result of payment default by any Borrower) (all in accordance with the provisions of section 3.7.1 of the Additional Information), such remainder (including the continuation and/or proceeds from such proceedings) will be for the benefit of the Seller.

In any case, the Management Company, acting on behalf of the Fund, shall not cancel the Fund until it has liquidated the Receivables and any other remaining Fund assets and distributed the Fund's assets, following the Post-Enforcement Priority of Payments provided for in section 3.4.7.3 of the Additional Information.

- (v) Within six (6) months from the liquidation of the Receivables and any other remaining assets of the Fund and the distribution of the Available Funds, and always prior to the Legal Maturity Date, the Management Company will execute a deed (*acta*) before a notary public declaring: (a) the cancellation of the Fund as well as the grounds for such termination, (b) the procedure followed for notifying the Noteholders and CNMV, and (c) the terms of the distribution of the Available Funds following the Post-Enforcement Priority of Payments provided for in section 3.4.7.3 of the Additional Information. In addition, the Fund will

comply with any such further administrative steps as may be applicable at that time. The Management Company will submit such deed (*acta*) to CNMV.

In the scenarios described in sections 4.4.4(v) and 4.4.4(vi) of the Registration Document on or before the Disbursement Date, the Management Company, on behalf of the Fund, shall take the following actions:

- (i) Terminate the incorporation of the Fund and the issue of the Notes.
- (ii) Terminate the purchase of the Initial Receivables;
- (iii) Terminate or cancel the Transaction Documents executed by the Management Company on behalf of the Fund, except for the Start-Up Expenses Loan Agreement, out of which the incorporation and issue expenses incurred by the Fund shall be paid.
- (iv) Report the cancellation immediately to the CNMV.
- (v) Within one (1) month from the cancellation, execute before a notary public a deed (*acta*) declaring the cancellation of the Fund and the grounds therefore and submit it to the CNMV, IBERCLEAR, AIAF and the Rating Agencies.

In addition, in the scenarios foreseen in sections 4.4.4(v) and 4.4.4(vi) of the Registration Document, (x) the obligation of the Fund to pay the price for the acquisition of the Initial Receivables will be extinguished, and (y) the Management Company will be obliged to reimburse the Seller any rights that may have accrued to the Fund under the Initial Receivables.

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

4.5.1. Domicile of the Fund

The registered address of the Fund for all administrative purposes is that of the Management Company, which shall act in the name and on behalf of the Fund:

Titulización de Activos, S.G.F.T., S.A.
Calle Orense 58,
28020 Madrid, Spain

Additional contact details of the Management Company and the Fund are available on the Management Company's website: <https://www.tda-sgft.com/>.

The LEI Code of the Fund is 959800LZRYPPFFESLNU74.

4.5.2. Legal personality of the Fund

According to article 21 of Law 5/2015, the Fund will constitute an isolated pool of assets and liabilities, without legal personality, with open-end revolving assets and closed-end liabilities.

The Management Company will be responsible for the incorporation, management and legal representation of the Fund, and in its capacity as manager of third parties' transactions, it will represent and defend the interests of the Noteholders and the creditors of the Fund.

The Fund will only be liable for its obligations vis-à-vis its creditors with its assets. The Fund is not subject to Royal Decree-Law 1/2020, of 5 May, approving the recast text of the Insolvency Law, as

currently worded (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (the **Insolvency Law**).

The Fund will have no independent and separate compartments.

4.5.3. Applicable legislation and country of incorporation

The Fund will be incorporated, and the Notes issued, in accordance with the laws of Spain and, specifically, in accordance with:

- (i) Law 5/2015;
- (ii) the consolidated text of the Securities Market Act approved by Legislative Royal Decree 4/2015 of 23 October (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores*) (the **Securities Market Act**), where applicable;
- (iii) Royal Decree 878/2015, of 2 October, on the registration, clearing and settlement of negotiable securities represented by book entries representations, on the legal regime of the securities' central depositories and the central counterparties and the transparency requirements for security issuers admitted to trading on an official secondary market (as amended from time to time, **Royal Decree 878/2015**);
- (iv) Royal Decree 1310/2005, of 4 November, partly implementing Securities Market Law 24/1988 of 28 July in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose (as amended from time to time, **Royal Decree 1310/2005**); and
- (v) any other legal and regulatory provisions in force and applicable from time to time.

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

This Prospectus has been prepared in accordance with the Prospectus Regulation and the Delegated Regulation (EU) 2019/979 and following the forms set out in the Prospectus Delegated Regulation.

4.5.4. Tax regime of the Fund

The tax regime applicable to the securitisation funds is contained in articles 7.1.h), 13.1 and 16 of Law 27/2014 of 27 November of Corporate Income Tax (*Ley 27/2014, de 27 de noviembre, del Impuesto sobre Sociedades*) (**CIT Law**); articles 8, 9 and 61.k) of Corporate Income Tax Regulations approved by Royal Decree 634/2015, of 10 July (*Real Decreto 634/2015, de 10 de julio, por el que se aprueba el Reglamento del Impuesto sobre Sociedades*) (**CIT Regulation**); article 20.One.18 of Law 37/1992, on Value Added Tax, of December 28 (*Ley 37/1992, de 28 de diciembre, del Impuesto sobre el Valor Añadido*) (the **VAT Act**) modified by Law 28/2014, of November 27 and article 45.I.B).15 and 45.I.B) 20.4 of the Revised Text of the Law on Transfer Tax and Stamp Duty approved by Royal Legislative Decree 1/1993, of 24 September (*Texto Refundido de la Ley del Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados, aprobado por el Real Decreto Legislativo 1/1993, de 24 de septiembre*) (the **Transfer Tax and Stamp Duty Act**); general regulations regarding tax management and inspection courses of action and procedures and developing the common rules of tax application procedures, passed by Royal Decree 1065/2007, of 27 July (*Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por el Real Decreto 1065/2007, de 27 de julio*) (**General Tax Regulations**) and

in particular, articles 42, 43 and 44; and Law 10/2014, of 26 June, on regulation, supervision and solvency of credit institutions (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*) (**Law 10/2014**) and in particular, the first additional provision of such law. The referred regulation essentially defines the following fundamental principles:

- (i) The Fund is exempt from the concept of “Capital Duty” (“*Operaciones Societarias*”) (article 45.I.B.20.4 of the Transfer Tax and Stamp Duty Act).
- (ii) The incorporation and winding up of the Fund are not subject to Stamp Duty (“*Actos Jurídicos Documentados*”).
- (iii) According to article 7.1.h) of the CIT Law, the Fund is a taxpayer of the Corporate Income Tax. With the exceptions described in points (iv), (v) and (vi) below, the Fund is subject to the general provisions of the CIT Law to determine the taxable base and it is taxed at the general rate currently in force of twenty-five per cent (25%).
- (iv) Notwithstanding, upon the amendment introduced by Royal Decree 683/2017, of 30 June, in article 9 of the CIT Regulation, the 7th Transitory Provision has been incorporated. According to this Transitory Provision, to the extent the wording of the Circular 2/2016 is not amended in respect of the impairment of the value of debt securities valued at amortised cost included in the securitisation funds referred to in Law 5/2015, the tax deductibility of such impairment provisions will be determined according to the wording of article 9 of the CIT Regulation as drafted in December 31, 2015.
- (v) Pursuant to article 16.6 of the CIT Law, the general limitation to the tax deductibility of financial expenses shall not be applicable to the Fund.
- (vi) According to article 61.k) of the CIT Regulation, income from mortgage participating units, loans and other Receivables that constitute revenue items for the Fund are not subject to withholding tax.
- (vii) The Fund will be subject to VAT in accordance with the general VAT rules. Since the issuance, subscription, transfer, redemption and repayment of the Notes will be exempt from VAT (according to article 20.One.18° of the VAT Act), the input VAT borne by the Fund shall not be deductible for VAT purposes but this shall be treated as deductible expenses for Corporate Income Tax purposes. However, the Fund will not bear input VAT in respect of the management services provided to the Fund by the Management Company and of the assignment of the Receivables to the Fund, as they are both activities exempt from VAT pursuant to paragraphs n) and e) of article 20.One.18° of the VAT Act (respectively).
- (viii) The issuance, subscription, transfer, redemption and repayment of the Notes will also be exempt from Transfer Tax and Stamp Duty Act.
- (ix) The assignment of the Receivables to the Fund is a transaction that is not subject to Transfer Tax. Likewise, it would not be subject to Stamp Duty as long as the requirements foreseen in article 31.2 of the Transfer and Stamp Duty Act are not fulfilled.
- (x) The Management Company, in the name and on behalf of the Fund, must comply with reporting obligations, amongst others, with those set out in the First Additional Provision of Law 10/2014. The procedure for complying with such reporting obligations is developed by articles 42, 43 and 44 of the General Tax Regulations.

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

Not applicable.

5. **BUSINESS OVERVIEW**

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

The Issuer is a securitisation fund and, as such, its main activity consists of:

- (i) acquiring certain receivables arising from auto loans (the **Loans**) granted by the Seller to individuals resident in Spain as of the date of execution of the relevant Loan Agreement (collectively, the **Borrowers**) for the financing of the acquisition of New Vehicles or Used Vehicles (the **Receivables**); and
- (ii) issuing asset-backed notes (*bonos de titulización*) (the **Notes**).

The subscription proceeds of the Notes will be allocated to:

- (i) in respect of the proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, to finance the payment by the Fund of the purchase price relating to the Receivables Principal of the Initial Receivables;
- (ii) in respect of the Class F Notes, to finance the funding of the Cash Reserve up to the Initial Cash Reserve Amount.

The proceeds from interest (both ordinary and default interest) and payments of principal paid by the Borrowers under the Receivables pooled in the Fund will be allocated on each Payment Date towards, amongst others, the payment of interest due under the Notes, the acquisition of Additional Receivables during the Revolving Period and the repayment of principal of the Notes in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of the Additional Information.

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

In addition, in order to ensure the proper operation of the Fund and performance of its obligations in the terms and conditions set out in the applicable laws from time to time, the Management Company, on behalf of the Fund, will enter into the Transaction Documents and the transactions described in this Prospectus in accordance with the Deed of Incorporation and all applicable legal provisions.

For these purposes:

Vehicles means vehicles of four wheels, with traction in, at least, two wheels and with a tonnage lower than 3,500 kilograms. For the avoidance of doubt, the definition of Vehicles shall include New Vehicles and Used Vehicles.

New Vehicles means any Vehicle of the Peugeot, Citroën or DS brand with no previous owner that has been registered (*matriculado*) for the first time or less than 12 months have elapsed since its

registration (*matriculación*), and is sold for the first time by a Peugeot Dealer, a Citroën Dealer or a DS Dealer pursuant to a purchase contract and financed pursuant to a Loan.

Used Vehicles means a Vehicle of any brand and model that, on its date of purchase, either it does not have a previous owner and more than 6 months have elapsed since its registration (*matriculación*) or has had at least one prior owner and has been sold by a Peugeot Dealer, a Citroën Dealer or a DS Dealer and financed pursuant to a Loan Agreement.

Peugeot Dealer means any authorised or franchised dealer for the Peugeot brand in Spain.

Citroën Dealer means any authorised or franchised dealer for the Citroën brand in Spain.

DS Dealer means any authorised or franchised dealer for the DS brand in Spain.

6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

6.1. The Management Company

Pursuant to Law 5/2015, securitisation funds are not separate legal entities, and securitisation fund management companies are entrusted with the incorporation, management and legal representation of these funds, as well the representation and defence of the interests of the holders of the notes issued by these funds of the rest of their creditors.

This section includes information regarding Titulización de Activos Sociedad Gestora de Fondos de Titulización, S.A., in its capacity as Management Company incorporating, administering and representing the Fund.

6.1.1. Corporate name and business address

Corporate name:	Titulización de Activos, S.G.F.T., S.A.
Business address:	Calle Orense 58, 28020 Madrid
Tax Identification Number (NIF):	A80352750
C.N.A.E. number	6920
LEI Code	959800TG70LRY0VPES50

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

Titulización de Activos Sociedad Gestora de Fondos de Titulización, S.A. is a Spanish public limited company (*sociedad anónima*) incorporated on 12 May 1992.

It is registered with the Commercial Registry of Madrid (Spain), at volume 4280, book 0, folio 183, section 8, sheet M-71066, entry no. 5. It is also registered with the special register of securitisation fund management companies (*Registro Especial de Sociedades Gestoras de Fondos de Titulización*) of CNMV under number 3.

The duration of the Management Company is indefinite, in the absence of grounds for the dissolution thereof under the applicable laws or its bylaws.

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

The corporate purpose of the Management Company is “the incorporation, management and legal representation of Fondos de Titulización as well as Bank Assets Funds (Fondos de Activos Bancarios) in the terms set out in Law 9/2012 of 14 November on restructuring and resolution of credit entities, in accordance with article 25.1 of Law 5/2015”.

The total assets managed by the Management Company as of 30 April 2022 are as follows:

Securitisation Fund Name	Incorporation Date	Issued amount	Outstanding balance as at 30 April 2022
TDA 18-MIXTO - F.T.A.	14-Nov-03	421,000,000€	30,067,749.78€
TDA 19-MIXTO - F.T.A.	27-Feb-04	600,000,000€	42,031,002.36€
TDA 22-MIXTO - F.T.A.	1-Dec-04	530,000,000€	54,494,789.96€
TDA CAM 4 - F.T.A.	9-Mar-05	2,000,000,000€	126,510,220.80€
TDA 23 - F.T.A.	17-Mar-05	860,000,000€	65,480,840.36€
TDA CAJAMAR 2 - F.T.A.	18-May-05	1,000,000,000€	109,867,132.00€
CÉDULAS TDA 6 - F.T.A.	18-May-05	3,000,000,000€	3,000,000,000.00€
TDA CAM 5 - F.T.A.	5-Oct-05	2,000,000,000€	287,897,232.80€
TDA IBERCAJA 2 - F.T.A.	13-Oct-05	904,500,000€	109,498,522.59€
TDA 24 - F.T.A.	28-Nov-05	485,000,000€	80,371,154.60€
PROGRAMA CEDULAS TDA - F.T.A.	2-Mar-06	Max. 30.000.000.000€	5,115,000,000.00€
TDA CAM 6 - F.T.A.	29-Mar-06	1,300,000,000€	197,837,334.40€
TDA IBERCAJA 3 - F.T.A.	12-May-06	1,007,000,000€	168,628,680.60€
TDA 26-MIXTO - F.T.A.	5-Jul-06	908,100,000€	103,589,823.22€
TDA 25 - F.T.A.	29-Jul-06	265,000,000€	116,769,461.55€
TDA CAM 7 - F.T.A.	13-Oct-06	1,750,000,000€	325,803,225.38€
TDA IBERCAJA 4 - F.T.A.	18-Oct-06	1,410,500,000€	261,728,142.25€
CAIXA PENEDES 1 TDA - F.T.A.	18-Oct-06	1,000,000,000€	133,268,355.00€
MADRID RMBS I - F.T.A.	15-Nov-06	2,000,000,000€	497,221,112.00€
MADRID RMBS II - F.T.A.	12-Dec-06	1,800,000,000€	431,763,147.00€
FTPYME TDA CAM 4 - F.T.A.	13-Dec-06	1,529,300,000€	79,998,538.60€
TDA 27 - F.T.A.	20-Dec-06	930,600,000€	214,046,113.33€
TDA CAM 8 - F.T.A.	7-Mar-07	1,712,800,000€	308,560,815.74€
TDA IBERCAJA 5 - F.T.A.	11-May-07	1,207,000,000€	270,443,417.82€
CAIXA PENEDES PYMES 1 - F.T.A.	22-Jun-07	790,000,000€	23,701,701.22€
TDA CAM 9 - F.T.A.	3-Jul-07	1,515,000,000€	311,530,786.75€
MADRID RMBS III - F.T.A.	11-Jul-07	3,000,000,000€	909,699,252.50€
TDA 28 - F.T.A.	18-Jul-07	451,350,000€	214,230,879.00€
TDA 29 - F.T.A.	25-Jul-07	814,900,000€	172,016,359.33€
CAIXA PENEDES 2 TDA - F.T.A.	26-Sep-07	750,000,000€	107,611,487.28€
TDA TARRAGONA 1, F.T.A.	30-Nov-07	397,400,000€	72,096,606.32€
MADRID RMBS IV - F.T.A.	19-Dec-07	2,400,000,000€	676,262,965.44€

TDA 30- F.T.A.	12-Mar-08	388,200,000€	114,965,434.98€
TDA IBERCAJA 6 - F.T.A.	20-Jun-08	1,521,000,000€	427,049,491.50€
CAIXA PENEDES FTGENCAT I TDA - F.T.A.	5-Aug-08	570,000,000€	41,709,653.27€
MADRID RESIDENCIAL I - F.T.A.	26-Dec-08	805,000,000€	151,032,774.86€
CAJA INGENIEROS TDA 1 - F.T.A	30-Jun-09	270,000,000€	90,793,194.64€
TDA IBERCAJA ICO-FTVPO - F.T.H	14-Jul-09	447,200,000€	90,593,540.05€
TDA IBERCAJA 7 - F.T.A.	18-Dec-09	2,070,000,000€	851,654,720.00€
MADRID RESIDENCIAL II - F.T.A.	29-Jun-10	456,000,000€	151,864,233.60€
FONDO DE TITULIZACION DEL DÉFICIT DEL SISTEMA ELÉCTRICO, F.T.A.	14-Jan-11	26,000,000,000€	8,542,200,000.00€
TDA SABADELL RMBS 4, FT	29-Nov-17	6,000,000,000€	4,230,570,969.00€
AUTO ABS SPANISH LOANS 2018-1 FT	17-Sep-18	620,000,000€	182,506,829.60€
DRIVER ESPAÑA SIX, F.T.	24-Feb-20	1,035,700,000€	338,632,451.87€
AUTO ABS SPANISH LOANS 2020-1, FT	9-Oct-20	605,100,000€	522,071,970.00€
PRIVATE DRIVER ESPAÑA 2020-1, FT	25-Nov-20	1,386,000,000€	1,386,000,000.00€
SOL LION II RMBS, FT	1-Dec-20	15,750,000,000€	15,750,000,000.00€
NORIA SPAIN 2020, FT	11-Dec-20	850,000,000€	850,000,000.00€
A-BEST 20, FT	24-Sep-21	472,400,000€	355,140,312.50€
TDA 2015-1, FT	10-Dec-15	Max. 200.000.000€	
TDA 2017-2, FT	21-Mar-17	Max. 600.000.000€	
BOTHAR, FT	2-Jun-17	Max. 300.000.000€	
TDA 2017-3, FT	14-Jun-17	Max. 2.000.000.000€	
URB TDA 1, FT	14-Jun-17	Max. 80.000.000€	
TDA 2017-4, FT	4-Apr-18	Max. 2.000.000.000€	
VERDE IBERIA LOANS, FT	26-Jul-19	Max. 3.000.000.000€	
ELECNOR EFICIENCIA ENERGÉTICA 2020, FT	2-Dec-20	50,000,000€	
MONDEGO 2021, FT	22-Apr-21	153,500,000€	
SWK CONSUMER 2021-1, FT	5-Nov-21	400,000,000€	
TDA TITAN, FT	23-Mar-22	202,300,000€	

6.1.4. Audit

The Management Company's financial statements for 2019, 2020 and 2021 have been audited by Ernst & Young, S.L., an entity registered in the R.O.A.C. (*Registro Oficial de Auditores de Cuentas*) under number S0530, with registered office at Plaza Pablo Ruiz Picasso s/n, Madrid, holder of Spanish Tax Identification Code (*NIF*) number B-78970506.

The audit reports on the annual financial statements for 2019, 2020 and 2021 contained no qualifications.

The audited financial statements of the Management Company for 2019, 2020 and 2021 have been filed with CNMV and with the Commercial Registry.

6.1.5. Share Capital

6.1.5.1. Nominal amount subscribed and paid-up

The share capital of the Management Company is ONE MILLION FIVE HUNDRED EUROS (€ 1,000,500), represented by one hundred fifty thousand (150,000) registered shares having a nominal value of six Euro sixty-seven Cent (€ 6.67) each, numbered consecutively from one (1) to one hundred fifty thousand (150,000), both inclusive, all fully subscribed and paid up.

6.1.5.2. Share classes

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

In accordance with the Sixth Transitory Provision of Law 5/2015, the Management Company has complied with the requirements of article 29.1.d) of Law 5/2015. The share capital of the Management Company was increased to € 1,000,500 by virtue of a public deed (*escritura pública*) granted on 20 July 2016 before the Notary of Madrid, Mr. Manuel Richi Alberti, which was registered with the Commercial Registry of Madrid.

6.1.6. Legal Person

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

The governance and management of the Management Company are entrusted by its bylaws to the shareholders acting at the shareholders' general meeting and to the board of directors. The powers of such bodies are those corresponding under the provisions of Royal Decree-Law 1/2010, of 2 July, approving the Restated Text of the Spanish Companies Act approved by Royal Decree-Legislative 1/2010, of 2 July (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*) (as amended from time to time, the **Spanish Companies Act**) and Law 5/2015.

6.1.7. Directors

As of the date of this Prospectus, pursuant to its by-laws the Management Company has no governing bodies other than the shareholders' meeting and the board of directors.

The members of the board of directors of the Management Company as of the date of this Prospectus are the following:

Members of the board of directors	
Jorge Rodrigo Mario Rangel de Alba	<i>President</i>
Aurelio Fernández Fernández-Pacheco	<i>Director</i>
Juan Díez-Canedo Ruíz	<i>Director</i>
Mario Alberto Maciel Castro	<i>Director</i>
Ramón Pérez Hernández	<i>Chief Executive Officer / 2nd Vice-president</i>
Salvador Arroyo Rodríguez	<i>Director / 1st Vice-president</i>
Elena Sánchez Álvarez	<i>Director</i>
Roberto Pérez Estrada	<i>Secretary Director of the Board</i>

Mr. Manuel Romero Rey is the Vice-Secretary (non-Director) of the Board of Directors.

The Management Company is subject to supervision by CNMV pursuant to the provisions of Law 5/2015.

The meeting of the board of directors of the Management Company held on 7 December 1993 approved an *internal code of conduct (reglamento interno de conducta)*, which content complies with Law 5/2015.

The internal code of conduct (*reglamento interno de conducta*) referred to in the previous paragraph has been filed with CNMV and contains, among others, the rules on confidentiality of information, dealings with persons subject to the code, disclosure of material information and conflicts of interest.

The Management Company has not approved any regulations of the board of directors and is not subject to the application of any code of good corporate governance, except for the aforementioned internal code of conduct.

6.1.7.1. General Management

The chief executive officer (*consejero delegado*) and general manager of the Management Company is Mr. Ramón Pérez Hernández.

Mr. Ramón Pérez Hernández was appointed chief executive officer (*consejero delegado*) by virtue of the public deed (*escritura pública*) granted on 12 May 2020 before the notary public of Madrid Mr. Manuel Richi Alberti, under number 990 of his official records.

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

The individuals appointed as members of the Board of Directors of the Management Company pursue the following significant activities outside the Management Company, as shown in the next table:

Director	Other activities	Office	Country
D. Jorge Rodrigo Rangel de Alba Brunel	Tenedora CI, S.A. de C.V.	Chairman	Mexico
	Inmuebles Mayor, S.A. de C.V. Inmobiliaria.	Chairman	
	Inmobiliaria Seguro, S.A. de C.V. Inmobiliaria.	Chairman	
	Medio Inmobiliaria, S.A. de C.V. Inmobiliaria.	Chairman	
	Mobiloffice, S.A. de C.V. Telecomunicaciones.	Chairman	
	CIBanco, S.A., Institución de Banca Múltiple.	Chairman	
	CI Casa de Bolsa, S.A. de C.V.	Chairman	
	Finanmadrid México, S.A. de C.V. SOFOM, E.R.	Chairman	
	CI Fondos, S.A. de C.V. SOSI.	Chairman	
	Autofinanciamiento RAL, S.A. de C.V.	Chairman	

	Consorcio Inversor de Mercados, S.L.	Chairman	Spain
	Tenedora CI, S.A. de C.V.	Secretary	
	CIBanco, S.A., Institución de Banca Múltiple.	Proprietary Director and Secretary, Executive Head of Legal	
D. Roberto Pérez Estrada	CI Casa de Bolsa, S.A. de C.V.	Proprietary Director and Secretary, Executive Head of Legal	Mexico
	Finanmadrid México, S.A. de C.V. SOFOM, E.R.	Proprietary Director and Secretary, Executive Head of Legal	
	CI Fondos, S.A. de C.V. SOSI.	Proprietary Director and Secretary, Executive Head of Legal	
	Consorcio Inversor de Mercados, S.L.	Secretary non director of the board	Spain
	Tenedora CI, S.A. de C.V.	Director	
	CIBanco, S.A., Institución de Banca Múltiple.	CEO	
D. Salvador Arroyo Rodríguez	CI Casa de Bolsa, S.A. de C.V.	Director	Mexico
	Finanmadrid México, S.A. de C.V. SOFOM, E.R.	Director	
	CI Fondos, S.A. de C.V. SOSI.	Director	
	Autofinanciamiento RAL, S.A. de C.V.	Director	
	Consorcio Inversor de Mercados, S.L.	Director	Spain
D. Mario Alberto Maciel Castro	CIBanco, S.A., Institución de Banca Múltiple.	Substitute Director and General Director	Mexico
	CI Casa de Bolsa, S.A. de C.V.	Substitute Director	
	CI Fondos, S.A. de C.V. SOSI.	Substitute Director	
	Finanmadrid México, S.A. de C.V. SOFOM, E.R.	Substitute Director	
D. Juan Díez-Canedo Ruiz	Financiera Local, S.A. de C.V. SOFOM, E.N.R.	Chairman	Mexico
	Grupo Aeroportuario del Pacífico (GAP)	Director	
	La Agrofinanciera del Noroeste	Director	
	Consorcio Inversor de Mercados, S.L.	Director	Spain
D. Ramón Pérez Hernández	Consorcio Inversor de Mercados, S.L.	Director	Spain
D. Aurelio Fernández	Productos Cosméticos Yanbal S.A.U.	General Director and Director	Spain

Fernández-Pacheco	Cámara de Comercio de Perú en España	Chairman	
	Baygrape Enterprises SL	Joint director	
	Belmer Enterprises SL	Joint director	
	Direckt Business Enterprises SL	Joint director	
	Yelwelry Enterprises SL	Joint director	
	Yanbal Latam Enterprises SL	Joint director	
	Immunotec Research España SL.	VP for Europe, joint / several director	
Yanbal Italia S.R.L	General Director and Director	Italy	

(There is no relationship between the entities where these persons are pursuing these activities and the Management Company.)

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

The professional address of all the persons mentioned in this section 6.1.7 is the following:

Titulización de Activos, S.G.F.T., S.A.
Calle Orense 58,
28020 Madrid, Spain
LEI Code: 959800TG70LRY0VPES50

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

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

6.1.9. Significant litigations and conflicts

At the date of this Prospectus, there is a civil lawsuit against the Management Company as a result of its actions in relation to certain securitisation funds and the hedging agreements entered into in relation therewith, claiming initially a compensation amounting to 13.2 million euros. After the court ruling (*auto*) dated 7 April 2022, the amount subject to claim has been limited to 2.5 million euros.

According to the legal advisers of the Management Company in such proceedings, there is a low risk of a final ruling against the Management Company. As a result, the Management Company has not provisioned any amounts in respect of this proceeding in its audited financial statements.

6.1.10. Economic information relating to the Management Company

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

Information from the audited balance sheet and income statement for fiscal years 2019, 2020 and 2021, are provided below (in EUR thousands).

	31/12/2019	31/12/2020	31/12/2021
Capital	1,000.50	1,000.50	1,000.50
Reserves			
Legal Reserve	200.10	200.10	200.10

Other Reserves	3,860.26	3,860.26	3,860.27
Profit and Loss			
Net Income of the year	2,548.96	2,736.01	2,052.37
Dividend on account delivered during the year	-2,300.00	-2,480.00	-1,000.00
TOTAL	5,309.82	5,316.87	6,113.24

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

7. PRINCIPAL SHAREHOLDERS OF THE MANAGEMENT COMPANY

The Management Company does not form part of any group of companies.

Without prejudice of the above, the shareholding distribution of the Management Company, at the moment of registration of this Prospectus, is as follows:

Shareholders	%	Shares	Country
Radeal Activos, S.L.U.	50,63%	75,951	Spain
Holdci SAR, S.L.U.	8,35%	12,522	Spain
Teneci RPE, S.L.U.	8,35%	12,522	Spain
Teneci PVV Activos, S.L.U.	5,40%	8,100	Spain
Corporación Se Activos MACH, S.L.U.	6,88%	10,327	Spain
Teacti JDC, S.L.U.	6,89%	10,328	Spain
Lucra Patrimonios e Inversiones, S.L.U.	6,75%	10,125	Spain
Neska Patrimonio e Inversiones, S.L.U.	6,75%	10,125	Spain
TOTAL	100%	150,000	

The sole shareholder of Radeal Activos, S.L.U. is the Mexican company Madrid Capital, S.A. de C.V. (previously registered as CI Administración de Activos, S.A. de C.V., whose change in the registered name was communicated to the CNMV by submission of a letter to the General Directorate of Entities (*Dirección General de Entidades*) of CNMV, on 30 January 2019 under entry number 2019012971). The majority shareholder in the latter company is D. Jorge Rodrigo Mario Rangel de Alba Brunel, that owns a 98% in its share capital.

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

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

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

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

Not applicable.

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

Not applicable.

8.3. **Legal and arbitration proceedings**

Not applicable.

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

Not applicable.

9. DOCUMENTS AVAILABLE

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

- (i) this Prospectus;
- (ii) the Deed of Incorporation; and
- (iii) the Master Sale and Purchase Agreement.

A copy of all the aforementioned documents may be consulted at the website of the Management Company (www.tda-sgft.com), which complies with the provisions of article 21 of the Prospectus Regulation.

A copy of the Prospectus will be available to the public on the website of CNMV (www.cnmv.es) and on the website of AIAF (www.aiaf.es).

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

SECURITIES NOTE FOR WHOLESALE NON-EQUITY SECURITIES

(Annex 15 of the Prospectus Delegated Regulation)

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

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

Mr. Ramón Pérez Hernández, acting in the name and on behalf of Titulización de Activos, S.G.F.T., S.A., assumes responsibility for the information contained in this Securities Note and in the Additional Information.

Mr. Ramón Pérez Hernández acts in his capacity of chief executive officer (*consejero delegado*) of the Management Company and exercises the powers that were expressly conferred to him by virtue of the public deed (*escritura pública*) granted on 12 May 2020 before the notary public of Madrid Mr. Manuel Richi Alberti under number 990 of his official records, and specifically for the purposes of the Fund, by virtue of the resolutions adopted by the chief executive officer (*consejero delegado*) dated 3 February 2022.

PSA Financial Services Spain, E.F.C., S.A., as Seller, assumes responsibility for the information contained in the Securities Note and the Additional Information.

Banco Santander, S.A., as Arranger, assumes responsibility for the information contained in section 4.10 of the Securities Note taking into account the assumptions contained thereunder and except that any inaccuracy results from the information provided by PSA Financial Services Spain, E.F.C., S.A. for the purposes of preparing such section 4.10 of the Securities Note, in which case PSA Financial Services Spain, E.F.C., S.A. shall be solely responsible for the accuracy of the information set out in section 4.10 of the Securities Note.

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

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

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

The Arranger declares that, to the best of its knowledge, and having taken all reasonable care to ensure that such is the case, the information contained in section 4.10 of the Securities Note is in accordance with the facts and does not omit anything likely to affect its import.

1.3. Statement attributed to a person as an expert

Not applicable.

1.4. Information provided by a third party

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

1.5. Competent authority approval

- (i) This Prospectus (including this Securities Note) has been approved by CNMV as competent authority under the Prospectus Regulation.
- (ii) CNMV has only approved this Prospectus (including this Securities Note) as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.
- (iii) The abovementioned approval should not be considered as an endorsement of the quality of the Notes whose characteristics are described in this Prospectus.
- (iv) Investors should make their own assessment as to the suitability of investing in the Notes.

2. RISK FACTORS

The risk factors specific to the Receivables and the Notes are those described in sections 1.1 and 1.2, respectively, of the document included at the beginning of this Prospectus under the heading “*RISK FACTORS*”.

3. ESSENTIAL INFORMATION**3.1. Interest of the natural and legal persons involved in the issue****3.1.1. Titulización de Activos, S.G.F.T., S.A. participates as Management Company of the Fund that incorporates, manages and legally represents the Fund.**

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

Additional information	
Type of company	Securitisation fund management company (<i>sociedad gestora de fondos de titulización</i>) incorporated in Spain.
Business address	Calle Orense 58, 28020 Madrid (Spain).
Tax Identification Number (NIF)	A-80352750.
Registration	Commercial registry of Madrid at volume 4,280, sheet 8, page M-71.066. Likewise, it is also registered with the special register of CNMV, under number 3.
Credit rating	Has not been assigned any credit rating by rating agencies.
LEI Code	959800TG70LRY0VPES50.
Other information	A brief description of this company and of its duties is provided for in section 6 of the Registration Document and section 3.7.2 of the Additional Information.

3.1.2. PSA Financial Services Spain, E.F.C., S.A. (PSA Financial Services) participates as:

- (i) Seller and Originator of the Receivables to be acquired by the Fund;
- (ii) Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information;
- (iii) Start-Up Expenses Loan Provider;

- (iv) Subscriber of the Notes;
- (v) party to the Pre-Hedge Transaction; and
- (vi) if applicable, Fund's counterparty under the Seller Loan.

The Seller shall assign in favour of the Fund title to the underlying Receivables by means of assignment transaction(s). Such assignment shall not be subject to severe clawback provisions in the event of the Seller's insolvency.

The Seller, in its capacity as Originator under the EU Securitisation Regulation:

- (i) will retain, on an on-going basis, a material net economic interest of not less than five per cent. (5%) of the securitised exposures in the Securitisation, in accordance with option (c) of article 6(3) of the EU Securitisation Regulation as described in section 3.4.3.1 of the Additional Information;
- (ii) will not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation and the applicable legislation;
- (iii) will ensure that any change to the manner in which such retained interest is held in accordance with paragraph (ii) above will be notified to the Management Company and disclosed in the investor report to be prepared in accordance with section 4.2.1.1.4 of the Additional Information;
- (iv) shall be liable (together with the Management Company) for the fulfilment of the disclosure obligations under articles 7 and 22 of the EU Securitisation Regulation and the applicable legislation, without prejudice to its appointment as the Reporting Entity in charge of the fulfilment of those disclosure obligations as set out in section 4.2.1 of the Additional Information; and
- (v) has also been designated as Reporting Entity responsible for submitting the information required by article 7 of the EU Securitisation Regulation.

Additional information	
Type of company	Credit financial entity (<i>establecimiento financiero de crédito</i>) incorporated in Spain.
Business address	Calle de Eduardo Barreiros 110, 28041 Madrid (Spain).
Tax Identification Number (NIF)	A-87323705.
Registration	Commercial registry of Madrid at volume 32,712, sheet 194, page M-588879, 1 st entry. Likewise, it is also registered with the register of the Bank of Spain under number 8838.
Credit rating	Has not been assigned any credit rating by rating agencies.
LEI Code	959800VLM2K3JG5BT155.
Other information	N/A.

3.1.3. Banco Santander, S.A. participates as:

- (i) Arranger;

- (ii) Swap Counterparty;
- (iii) counterparty to the Pre-Hedge Transaction; and
- (iv) Swap Calculation Agent.

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

Additional information	
Type of company	Credit institution (<i>entidad de crédito</i>) incorporated in Spain.
Business address	Paseo de Pereda 9-12, 39004 Santander (Spain), and with its operational headquarters located at: Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte, Madrid (Spain).
Tax Identification Number (NIF)	A-39000013.
Registration	Commercial registry of Santander at volume 5, page 286, first entry. Likewise, it is also registered with the register of the Bank of Spain under number 0049.
Credit rating	The latest credit ratings made public by the rating agencies DBRS, Fitch, Moody's and Standard & Poor's, respectively, for the unsubordinated and unsecured short- and long-term debt of Banco Santander are the following: <ul style="list-style-type: none"> – <u>DBRS</u>: A (High) (Long-Term Issuer Rating) and R-1 (Middle) (Short-Term Issuer Rating) (confirmed both in October 2021) with a stable outlook. – <u>Fitch Ratings Ireland Spanish Branch, Sucursal en España</u>: A- (long-term) and F2 (short-term) (confirmed both in December 2021) with a stable outlook. – <u>Moody's Investors Service España, S.A.</u>: A2 (long-term) and P-1 (short-term) (confirmed both in July 2021) with a stable outlook. – <u>Standard & Poor's Credit Markets Services Europe Limited, Sucursal en España</u>: A+ (long-term) and A-1 (short-term) (confirmed both in December 2021) with a negative outlook.
LEI Code	5493006QMFDDMYWIAM13.

3.1.4. PSAG Automóviles Comercial España, S.A. (PSAG) participates as counterparty under the Global Agreement:

Additional information	
Type of company	Public limited liability company (<i>sociedad anónima</i>) incorporated in Spain.
Business address	Calle de Eduardo Barreiros 110, 28041 Madrid (Spain).
Credit rating	Has not been assigned any credit rating by rating agencies.
Tax Identification Number (NIF)	A-82844473.

Registration	Commercial registry of Madrid at volume 15.985, sheet 152, page M-270409, first entry.
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As at 31 December 2021, PSAG was controlled by the French companies (i) Automobiles Citroën, S.A. and (ii) Automobiles Peugeot, S.A., that collectively own directly 99.86% of the share capital in PSAG. The parent company of the group is Stellantis, N.V. that owns directly or indirectly 99.99% of the share capital in PSAG. PSAG operations are completely integrated in those of Stellantis group, that is listed in the New York Stock Exchange (NYSE) in US Dollars and the Italian Stock Exchange (MTA) and Euronext Paris, both in Euros.

3.1.5. BNP Paribas Securities Services, Sucursal en España (BNPP) participates as:

- (i) Paying Agent;
- (ii) Fund Accounts Provider; and
- (iii) EURIBOR Provider.

Additional information	
Type of company	Branch in Spain of a credit institution incorporated in the form of partnership limited by shares (<i>société en commandite par actions</i>) in France.
Business address	3 rue d'Antin – 75002 Paris, in France and Calle Emilio Vargas, 4, Madrid, 28043, Madrid in Spain
Credit rating	The latest credit ratings made public by the rating agencies Fitch, Moody's and Standard & Poor's, respectively, for the unsubordinated and unsecured short- and long-term debt of BNPP are the following: <ul style="list-style-type: none"> – <u>Fitch</u>: A+ (long-term) and F1 (short-term) (confirmed both in September 2021) with a stable outlook. – <u>Standard & Poor's</u>: A+ (long-term) and A-1 (short-term) (confirmed both in June 2021) with a stable outlook.
Tax Identification Number (NIF)	W-0012958E.
Registration	Commercial registry of Madrid at volume 15921, sheet 120, page M-269144, first entry.
LEI Code	549300WCGB70D06XZS54

3.1.6. Moody's Investors Service España, S.A. (Moody's) participates as credit rating agency, rating:

- (i) Class A Notes;
- (ii) Class B Notes;
- (iii) Class C Notes;
- (iv) Class D Notes; and
- (v) Class E Notes.

Additional information	
Business address	Calle Príncipe de Vergara, 131 - 6ª PLANTA, Madrid, 28002, Madrid

ESMA registration	Registered and authorised by the ESMA on 31 October 2011 as a credit rating agency in the European Union pursuant to the terms of the CRA Regulation.
LEI Code	5493005X59ILY4BGJK90.

3.1.7. DBRS Ratings, Gmbh, Branch in Spain (DBRS) participates as credit rating agency, rating:

- (i) Class A Notes;
- (ii) Class B Notes;
- (iii) Class C Notes;
- (iv) Class D Notes; and
- (v) Class E Notes.

Additional information	
Business address	Neue Mainzer Straße 75b Frankfurt am Main 60311.
Business address in Spain	Paseo de la Castellana, 81 28046 Madrid, Spain
ESMA registration	Registered and authorised by the ESMA on December 14, 2018 as a credit rating agency in the European Union pursuant to the terms of the CRA Regulation.
LEI Code	54930033N1HPUEY7I370.

3.1.8. Deloitte, S.L. participates as:

- (i) independent company for the verification of a series of attributes of the assignable portfolio of Loans of the Fund and the fulfilment of the Eligibility Criteria, for the purposes of complying with the provisions of EU Securitisation Regulation;
- (ii) in addition, has verified the accuracy of the data disclosed in the stratification tables included in section 2.2.2.1 of the Additional Information, and the CPR tables included in section 4.10 of the Securities Notes (**Special Securitisation Report on the Preliminary Portfolio**); and
- (iii) auditor of the Fund.

Additional information	
Type of company	Limited liability company incorporated in Spain.
Business address	Plaza Pablo Ruiz Picasso, 1 – Torre Picasso 28020 Madrid.
Tax Identification Number (NIF)	B-79104469.
Registration	With the Commercial registry of Madrid at volume 13.650, sheet 188, page M-54414, 96 th entry. Likewise, it is also registered with the official register of auditors of accounts (R.O.A.C.) under the number S0692.

3.1.9. Allen & Overy (A&O) acts as legal adviser in respect of the transaction structure and has revised the tax regime of the Fund (set out in section 4.5.4 of the Registration Document), and issues the legal opinion required under article 20.1 of the EU Securitisation Regulation.

Additional information	
Business address	Calle Serrano, 73, 28006, Madrid.

Tax Identification Number (NIF)	N-0067503-C.
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- 3.1.10. Pérez-Llorca Abogados, S.L.P. (Pérez-Llorca)** participates as legal advisor of the Arranger and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger.

Additional information	
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Business address	Paseo de la Castellana, 50 - 28046 Madrid
Tax Identification Number (NIF)	B-81917858

- 3.1.11. Prime Collateralised Securities (EU) SAS (the Third Party Verification Agent (STS))** shall:

- (i) act as a verification agent authorised under article 28 of the EU Securitisation Regulation, in connection with an assessment of the compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the **STS Verification**); and
- (ii) prepare an assessment of compliance of the Notes with the relevant provisions of article 243 and article 270 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of 26 June 2013, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012 (**CRR**) (the **CRR Assessment** and together with the STS Verification, the **PCS Assessments**).

Additional information	
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Business address	4 Place de l'Opéra, Paris, 75002.
Registration	Has obtained authorisation as a third-party verification agent as contemplated in article 28 of EU Securitisation Regulation.

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

Additional information	
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Business address	41 Lothbury Street, London EC2R 7HG.
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- 3.1.13. Bloomberg Finance LP (Bloomberg)** shall provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation.

Additional information	
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Business address	731 Lexington Avenue New York, NY 10022 United States
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- 3.1.14. European DataWarehouse GmbH (EDW)** is a company created with the support of the European Central Bank, founded and governed by market participants. It operates as a service company to respond to the need to provide information to investors in asset-backed securities.

Additional information	
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Business address	Cronbert, Platz 2, 60593 Frankfurt am Main (Germany).
LEI Code	529900IUR3CZBV87LI37.

EDW was registered by ESMA as securitisation repository with effects from 30 June 2021.

EDW has been appointed by the Management Company, on behalf of the Fund, as EU Securitisation Repository to satisfy the reporting obligations under articles 7 and 22 of the EU Securitisation Regulation.

EU Securitisation Repository means EDW, appointed by the Management Company, on behalf of the Fund, as ESMA-registered securitisation repository, or its substitute, successor or replacement that is registered with ESMA under the EU Securitisation Regulation.

3.1.15. Additional information

For the purposes of article 5 of the Securities Markets Act:

- (i) Banco Santander, S.A. and PSA Financial Services Spain, E.F.C., S.A. form part of the Santander Group.
- (ii) PSA Financial Services Spain, E.F.C., S.A. is owned 50% by Banque PSA Finance S.A. and 50% by Santander Consumer Finance, S.A.
- (iii) DBRS has a 7.00% interest in the share capital of EDW.
- (iv) Automobiles Citroën, S.A. and Automobiles Peugeot, S.A. jointly own 99.87% of PSAG.

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

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

In particular, the Arranger is part of global investment banking and securities and investment management firms that provide a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and high-net-worth individuals. As such, it actively makes markets in and trade financial instruments for their own account and for the accounts of customers in the ordinary course of its business.

The Arranger and its affiliates may play various roles in relation to the offering of the Notes. To the maximum extent permitted by applicable law, the duties of the Arranger and/or its affiliates in respect of the Notes are limited to the relevant contractual obligations set out in the Transaction Documents (if any) and, in particular, no advisory or fiduciary duty is owed to any person. None of the Arranger or its affiliates shall have any obligation to account to the Fund, any Transaction Party or any Noteholder for any profit as a result of any other business that it may conduct with either the Fund or any Transaction Party.

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

Nothing in the Transaction Documents shall prevent any of the Transaction Parties from rendering services similar to those provided for in the Transaction Documents to other persons, firms or

companies or from carrying on any business similar to or in competition with the business of any of the Transaction Parties.

Accordingly, conflicts of interest may exist or may arise as a result of parties to this transaction:

- (i) having previously engaged or in the future engaging in transactions with other Transaction Parties;
- (ii) having multiple roles in this transaction; and/or
- (iii) carrying out other roles or transactions for third parties.

To the maximum extent permitted by applicable law, neither the Arranger nor any of its affiliates are restricted from entering into, performing or enforcing its rights in respect of the Transaction Documents, the Notes, or the interests described above and may otherwise continue or take steps to further or protect any of those interests and its business even where to do so may be in conflict with the interests of Noteholders, and in so doing may act in its own commercial interests and without notice to, and without regard to, the interests of any such person.

3.2. The use and estimated net amount of the proceeds

The proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be used by the Fund to pay, inter alia, the portion of the purchase price related to the Receivables Principal of the Initial Receivables.

The proceeds of the issue of the Class F Notes will be used to fund the Cash Reserve up to the Initial Cash Reserve Amount.

The estimated net amount of the proceeds from the issue of the Notes is SEVEN HUNDRED FIVE MILLION NINE HUNDRED THOUSAND EUROS (€ 705,900,000).

4. INFORMATION CONCERNING THE SECURITIES TO BE ADMITTED TO TRADING

4.1. Total amount of the securities being admitted to trading

The aggregate principal amount of the Notes issued is SEVEN HUNDRED FIVE MILLION NINE HUNDRED THOUSAND EUROS (€ 705,900,000) represented by SEVEN THOUSAND FIFTY NINE (7,059) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), distributed into six (6) classes of Notes (Class A, Class B, Class C, Class D, Class E, and Class F) in accordance with the provisions of section 4.2 below.

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

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

The Notes are negotiable fixed-income securities (*valores negociables de renta fija*) with an explicit yield and are subject to the rules established in the Securities Market Act and its implementing and developing regulations and are issued pursuant to Law 5/2015.

The Notes are redeemable through early redemption or upon final maturity, and will be distributed as follows:

- (i) Class A, with ISIN code ES0305646004, having a total nominal amount of FIVE HUNDRED FIFTY MILLION SIX HUNDRED THOUSAND EUROS (€ 550,600,000), made up of FIVE THOUSAND FIVE HUNDRED SIX (5,506) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the **Class A** or **Class A Notes**);
- (ii) Class B, with ISIN code ES0305646012, having a total nominal amount FORTY MILLION NINE HUNDRED THOUSAND EUROS (€ 40,900,000), made up of FOUR HUNDRED NINE (409) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the **Class B** or **Class B Notes**);
- (iii) Class C, with ISIN code ES0305646020, having a total nominal amount of THIRTY SIX MILLION EIGHT HUNDRED THOUSAND EUROS (€ 36,800,000), made up of THREE HUNDRED SIXTY EIGHT (368) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the **Class C** or **Class C Notes**);
- (iv) Class D, with ISIN code ES0305646038, having a total nominal amount of FORTY EIGHT MILLION EUROS (€ 48,000,000), made up of FOUR HUNDRED EIGHTY (480) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the **Class D** or **Class D Notes**);
- (v) Class E, with ISIN code ES0305646046, having a total nominal amount of TWENTY THREE MILLION SEVEN HUNDRED THOUSAND EUROS (€ 23,700,000), made up of TWO HUNDRED THIRTY SEVEN (237) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the **Class E** or **Class E Notes**); and
- (vi) Class F, with ISIN code ES0305646053, having a total nominal amount of FIVE MILLION NINE HUNDRED THOUSAND EUROS (€ 5,900,000), made up of FIFTY NINE (59) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the **Class F** or **Class F Notes**).

4.2.2. Note Issue price

The issue price of each Class A Note, Class B Note, Class C Note, Class D Note, Class E Note and Class F Note shall be at par equal to ONE HUNDRED THOUSAND EUROS (€100,000.00) per Note, free of taxes and subscription costs for the Noteholder.

The expenses and taxes arising from the Notes issue shall be borne by the Fund.

4.2.3. Subscription of the Notes

On the Date of Incorporation the Management Company, in the name and on behalf of the Fund, shall enter into a management and subscription agreement with, amongst others, the Seller and the Arranger (the **Management and Subscription Agreement**).

In accordance with the Management and Subscription Agreement, on the Subscription Date, the Seller will subscribe for and purchase all the Notes.

The issuance of the Notes and the obligations of the Seller to subscribe for and purchase all the Notes are subject to the fulfilment of several conditions precedents, among others, the receipt by the Arranger of a confirmation from the Management Company on the Subscription Date that no Material Adverse Change has occurred in respect of itself or the Fund.

The Arranger may give a termination notice to the Management Company at any time before 14.00 CET on the Disbursement Date upon occurrence of certain events, including, without limitation:

- (i) Breach of obligations: any Party (other than the Arranger) fails to perform any of its obligations under the Management and Subscription Agreement; in particular, in case that the Seller elects not to, or otherwise fails to, subscribe for and purchase all the Notes by the end of the relevant time limit.
- (ii) Force majeure: since the date of the Management and Subscription Agreement there has been, in the reasonable opinion of the Arranger in consultation with the Seller and the Management Company, an event that could not be foreseen or, even if foreseen, is inevitable rendering it impossible to perform the subscription or disbursement of the Notes pursuant to article 1105 (*force majeure*) of the Civil Code.
- (iii) Material Adverse Change: there has been, in the opinion of the Arranger, a Material Adverse Change with respect to the Seller or the Management Company.

Material Adverse Change means, any adverse change or event in (i) the condition (financial or otherwise), business, prospects, results of operations or general affairs of the Seller or the Management Company (as applicable) or (ii) the national or international financial, political or economic conditions or currency exchange rates or exchange controls since the Date of Incorporation, which would be likely to materially prejudice the success of the offering and distribution of the Notes or dealing in the Notes in the secondary market or which is otherwise material in the context of the issue of the Notes.

The **Subscription Period** will begin at 10.00 CET on the Subscription Date and will end on the same day at 12.00 CET.

Subscription Date means the immediately preceding Business Day to the Disbursement Date.

4.2.4. Volcker Rule

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

None of the Issuer, the Arranger or the Management Company has made any determination as to whether the Issuer would be a “covered fund” for the purposes of the Volcker Rule. If the Issuer was considered as a "covered fund", the price and liquidity of the market for the Notes may be materially and adversely affected.

There is limited interpretative guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving, including through revisions to the Volcker Rule that were issued on 25 June 2020 and become effective on 1 October 2020. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any entity that is a “Relevant Banking Entity” and is considering an investment in the Notes should consider the potential impact of the Volcker Rule, including the recent revisions, in respect of such investment and on its portfolio generally. Each purchaser must determine for itself whether it is a Relevant Banking Entity. None of the Issuer, the Arranger or the

Management Company makes any representation regarding the ability of any purchaser to acquire or hold the Notes, now or at any time in the future.

4.3. Legislation under which the securities have been created

The Notes are issued in accordance with the laws of Spain, and particularly in accordance with the legal provisions set out in:

- (i) Law 5/2015;
- (ii) the Securities Market Act, where applicable;
- (iii) Royal Decree 1310/2005;
- (iv) Royal Decree 878/2015; and
- (v) any such other legal and regulatory provisions as may be in force and applicable from time to time.

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

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

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

The Notes will be exclusively represented by book-entries (*anotaciones en cuenta*) in accordance with the provisions of Law 5/2015 and Royal Decree 878/2015.

The Notes will be created by virtue of their corresponding book-entry and will be made out to the bearer.

The Deed of Incorporation will produce the effects provided for in article 7 of the Securities Market Law. In accordance with article 7 of the Securities Market Law, the denomination, number of units, nominal value and other characteristics and conditions of the Notes represented in book-entry form are those included in the Deed of Incorporation and this Prospectus.

The Noteholders will be identified as such (for their own account or that of third parties) as registered in the book-entry register maintained by Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (**IBERCLEAR**) (and its participant entities), with its registered office being in Madrid, at Plaza de la Lealtad 1, 28014, which has been appointed as the entity in charge of the book-entry registry (*entidad encargada del registro contable*) of the Notes.

For these purposes, **Noteholders** or **holders** means any and all holders of any of the Notes in accordance with the applicable laws and regulations (including, without limitation, Royal Decree 878/2015 and the relevant regulations of IBERCLEAR).

Clearing and settlement of the Notes will be effected in accordance with the rules of IBERCLEAR regarding securities admitted to trading in the AIAF Fixed-Income Market (**AIAF**) and represented by book-entries which may apply from time to time.

4.5. Currency of the issue

The Notes will be denominated in EUROS.

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

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

4.6.1.1. Interest

- (i) The Class B Notes interest payment is deferred with respect to the Class A Notes interest payment.
- (ii) The Class C Notes interest payment is in turn deferred with respect to the Class A Notes and the Class B Notes interest payments.
- (iii) The Class D Notes interest payment is in turn deferred with respect to the Class A Notes, the Class B Notes and the Class C Notes interest payments.
- (iv) The Class E Notes interest payment is in turn deferred with respect to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes interest payments.
- (v) The Class F Notes interest payment is in turn deferred with respect to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes interest payments.

4.6.1.2. Principal

4.6.1.2.1 *Pro-Rata Redemption Period*

According to section 4.6.3.1 of the Securities Note, the principal repayment of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be on a *pro-rata* basis during the Pro-Rata Redemption Period and, if applicable, during the Revolving Period.

4.6.1.2.2 *Sequential Redemption Period*

As described in section 4.6.3.1 of the Securities Note, during the Sequential Redemption Period, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will cease to redeem on a pro-rata basis, if applicable, and will switch to redemption on a sequential basis until the liquidation of the Fund. There is however no assurance whatsoever that the subordination rules shall protect Noteholders from the risk of loss.

For these purposes, **Sequential Redemption Period** means the period starting from (and including) the Payment Date immediately following the occurrence of a Subordination Event, and ending on (and including) the earlier of (i) the Legal Maturity Date; (ii) the Payment Date on which the Rated Notes are redeemed in full; or (iii) the Early Redemption Date.

4.6.1.2.3 *Class F redemption*

Class F Notes will be redeemed in accordance with the Class F Notes Target Amortisation Amount in accordance with section 4.6.3.1 of the Securities Notes.

4.6.1.2.4 *Post-Enforcement Redemption Period*

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

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

Class of Notes	Place in the application of Available Funds in the <u>Pre-Enforcement Priority of Payments</u> set out in section 3.4.7.2 of the Additional Information.	Place in the application of the Available Funds in the <u>Post-Enforcement Priority of Payments</u> set out in section 3.4.7.3 of the Additional Information.
Class A	3 rd	4 th
Class B	4 th	6 th
Class C	5 th	8 th
Class D	6 th	10 th
Class E	7 th (or 11 th)	12 th
Class F	9 th (or 12 th)	14 th

Special consideration regarding interest payments of the Class E Notes and the Class F Notes:

Interest payments of the Class E Notes and the Class F Notes are placed seventh (7th) and ninth (9th) in the Pre-Enforcement Priority of Payments, respectively. However, upon the occurrence of a Class E and Class F Notes Interest Deferral Trigger, interest payments of the Class E Notes and the Class F Notes would be deferred and therefore would be placed eleventh (11th) and twelfth (12th) in the Pre-Enforcement Priority of Payments, respectively.

For these purposes, **Class E and Class F Notes Interest Deferral Trigger** means a Cumulative Loss Ratio higher than 1.35%.

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

4.6.3.1. Pre-Enforcement Priority of Payments

4.6.3.1.1 *During the Revolving Period*

The Principal Target Redemption Amount holds the tenth (10th) place in the Pre-Enforcement Priority of Payments.

The **Principal Target Redemption Amount** means an amount equal to the lower of:

- (i) the positive difference on that Determination Date immediately preceding the relevant Payment Date between:
 - (1) the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, and
 - (2) the aggregate of the Outstanding Balance of the Non-Defaulted Receivables on the Determination Date, and
- (ii) the Available Funds, following payment of:

- (1) if no Regulatory Redemption Notice has been sent, the items included in the Pre-Enforcement Priority of Payments until (and including) the ninth (9th) place as provided in section 3.4.7.2.2 of the Additional Information; or
- (2) on the Payment Date immediately following a Regulatory Redemption Notice, the items included in the Pre-Enforcement Priority of Payments, as amended by the Pre-Enforcement Regulatory Call Priority of Payments until (and including) the ninth (9th) place as provided in section 3.4.7.2.3(ii) of the Additional Information; or
- (3) from the Payment Date immediately following the application of the Pre-Enforcement Regulatory Call Priority of Payments, the items included in the Pre-Enforcement Priority of Payments, as amended by the Seller Loan Priority of Payments until (and including) the fifth (5th) place as provided in section 3.4.7.2.3(iii) of the Additional Information.

As set out in section 3.4.7.2 of the Additional Information, the Principal Target Redemption Amount shall be applied:

- (i) *first*, to pay the portion of the Acquisition Amount related to the Receivables Principal of the Additional Receivables, provided that the Seller has offered sufficient Additional Receivables (complying with Eligibility Criteria) to be assigned to the Fund;
- (ii) *second*, to fund the Principal Account up to a maximum amount equal to 5% of the Principal Amount Outstanding of the Rated Notes on the immediately preceding Determination Date; and
- (iii) *third*, to redeem on a *pro-rata* basis the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

For these purposes, **Outstanding Balance of the Additional Receivables** means at any time and with respect to any Additional Receivable, the principal amounts due and uncollected together with the principal amounts of the Additional Receivables not yet due.

4.6.3.1.2 *Once the Revolving Period has ended or has been early terminated*

(1) During the Pro-Rata Redemption Period

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

During the Pro-Rata Redemption Period, redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes hold the tenth (10th) place in the Pre-Enforcement Priority of Payments and will take place only to the extent that there are sufficient Available Funds after satisfaction of limbs a. and b. of paragraph (10) of section 3.4.7.2.2 of the Additional Information.

(2) During the Sequential Redemption Period

During the Sequential Redemption Period, redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be sequential in

accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of the Additional Information, and the Principal Target Redemption Amount shall be applied on each Payment Date as follows:

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

4.6.3.1.3 *Class F Notes*

The Class F Notes shall be redeemed on each Payment Date in an amount equal to the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments. Once Class F Notes are redeemed in full, the subordination of such Class F will no longer apply.

4.6.3.1.4 *Definitions used in this section*

For the purposes of this section:

Defaulted Receivables means, at any time, the Receivables arising from Loans in respect of which: (i) there is any material credit obligation (including any amount of principal, interest or fee) which is past due more than 90 consecutive calendar days²; or (ii) the Servicer, in accordance with the Servicing Policies, considers that the relevant Borrower is unlikely to pay the instalments under the Loans as they fall due. For the avoidance of doubt, once a Receivable has been classified as a Defaulted Receivable, it will remain classified as such.

Delinquent Receivables means, at any time, any Receivable which is overdue but that is not a Defaulted Receivable.

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

Outstanding Balance of the Defaulted Receivables means the sum of the principal amounts due but not yet payable and of the principal amounts due and payable to the Fund under the Defaulted Receivables.

Outstanding Balance of the Non-Defaulted Receivables means the Outstanding Balance of the Receivables less the Outstanding Balance of the Defaulted Receivables.

Outstanding Balance of the Receivables or **Outstanding Balance** means at any time and with respect to any Receivable, the principal amounts due and payable and uncollected together with the principal amounts due but not yet payable.

² The materiality thresholds are set in accordance with Article 178(2)(d) of Regulation (EU) No 575/2013 and technical past due situations are not considered as defaults.

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

Pro-Rata Target Redemption Amount means, for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, an amount equal to the Principal Target Redemption Amount multiplied by the Pro-Rata Redemption Ratio.

Class F Notes Target Amortisation Amount means an amount equal to the minimum of (i) 3.33% of the initial balance of the Class F Notes and (ii) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the twelfth (12th) place.

Principal Amount Outstanding or Principal Amount Outstanding of the Notes means, at any time and with respect to any Notes or Classes of Notes, the principal amount of the Notes upon issue, less the aggregate amount of principal payments made on such Notes on or prior to such date.

Servicing Policies means the servicing and management policies usually applied by the Servicer in relation to the Receivables, as amended from time to time.

4.6.3.2. Post-Enforcement Priority of Payments

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

- (i) Class A Notes principal repayment holds the fifth (5th) place;
- (ii) Class B Notes principal repayment holds the seventh (7th) place;
- (iii) Class C Notes principal repayment holds the ninth (9th) place;
- (iv) Class D Notes principal repayment holds the eleventh (11th) place;
- (v) Class E Notes principal repayment holds the thirteenth (13th) place; and
- (vi) Class F Notes principal repayment holds the fifteenth (15th) place.

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

Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council (**BRRD**) does not apply to the Fund as issuer of the Notes.

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

Pursuant to current legislation in force, the Notes described in this Securities Note do not offer any present and/or future political rights for the investors in relation to the Fund or its Management

Company. This is consistent with the provisions of Law 5/2015 which provide for securitisation funds (including the Fund) as separate estates (*patrimonios separados*) devoid of legal personality.

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

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

The Noteholders will have no recourse against the Borrowers that have failed to comply with their payment obligations. Pursuant to applicable laws, the Management Company is the only authorised representative of the Fund vis-à-vis third parties and in any legal proceedings (without prejudice to any rights of representation that may be granted by the Management Company to third parties).

The Noteholders will have no recourse against the Management Company, other than for non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation, the rest of the Transaction Documents and the applicable laws and regulations.

In this regard, Noteholders will have no recourse whatsoever against the Fund or the Management Company based on (a) delinquency or prepayments under the Receivables, (b) breach by the Seller or by any other counterparties of their obligations under the corresponding Transaction Documents, or (c) shortfall of the financial hedging transactions servicing the Notes.

Each of the Noteholders, by purchasing or subscribing the Notes, acknowledges and agrees in favour of the Fund, represented by the Management Company, that:

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

Various potential and actual conflicts of interest may arise between the interests of the Noteholders, on the one hand, and the interests of any of the Transaction Parties, on the other hand, as a result of the various businesses and activities of the Transaction Parties, and none of such persons is required to resolve such conflicts of interest in favour of the Noteholders except for the obligations legally

vested on the Management Company, who, pursuant to article 26.1.f) of Law 5/2015, must have in place procedural and organisational measures to prevent potential conflicts of interests.

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

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

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

4.8. Nominal interest rate and provisions relating to interest payable

4.8.1. Nominal interest

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes (the **Floating Rate Notes**) shall accrue from the Disbursement Date until their full redemption, variable nominal interest on their Principal Amount Outstanding, payable monthly on each Payment Date according to the ranking established in the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, provided in each case that the Fund has sufficient Available Funds.

The Class F Notes (the **Fixed Rate Notes**) shall accrue from the Disbursement Date until their full redemption, fixed nominal interest on their Principal Amount Outstanding, payable monthly on each Payment Date, according to the ranking established in the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, provided in each case that the Fund has sufficient Available Funds.

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

4.8.2. Interest rate

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

- (i) in respect of the Class A Notes, a floating rate equal to the Reference Rate plus a margin of 0.60 per cent. per annum, provided that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero) (the **Class A Interest Rate**);
- (ii) in respect of the Class B Notes, a floating rate equal to the Reference Rate plus a margin of 1.80 per cent. per annum, provided that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero) (the **Class B Interest Rate**);
- (iii) in respect of the Class C Notes, a floating rate equal to the Reference Rate plus a margin of 2.50 per cent. per annum, provided that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero) (the **Class C Interest Rate**);

- (iv) in respect of the Class D Notes, a floating rate equal to the Reference Rate plus a margin of 4.25 per cent. per annum, provided that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero) (the **Class D Interest Rate**);
- (v) in respect of the Class E Notes, a floating rate equal to the Reference Rate plus a margin of 5.25 per cent. per annum, provided that, if such rate of interest falls below 0 (zero), the applicable rate of interest shall be equal to 0 (zero) (the **Class E Interest Rate**); and
- (vi) in respect of the Class F Notes, a fixed rate equal to 6.75 per cent., per annum (the **Class F Interest Rate**).

On each Reference Rate Determination Date, the Management Company shall determine the Interest Rate applicable to the Floating Rate Notes for the relevant Interest Accrual Period (based on the information provided by the EURIBOR Provider). For the Fixed Rate Notes, the Interest Rate applicable on each Reference Rate Determination Date shall be the Class F Interest Rate.

The Management Company shall notify the Interest Rate of the Floating Rate Notes to the Paying Agent at least one (1) Business Day in advance of each Payment Date (or such other date as agreed between the Management Company and the Paying Agent from time to time). The Management Company will also communicate this information to AIAF and IBERCLEAR.

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

4.8.3. Reference Rate

The reference rate (the **Reference Rate**) for the purpose of calculating the Interest Rate applicable to the Floating Rate Notes will be determined in accordance with the following provisions or, following a Base Rate Modification Event, in accordance with section 4.8.4 below:

- (i) The Euro-Zone interbank offered rate (**EURIBOR**) for the one-month Euro deposits (except for the Initial Interest Accrual Period) which appears on REUTERS screen in the page EURIBOR01 which appear on the relevant page in the menu BTMM EU or (A) such other page as may replace the REUTERS-EURIBOR01 page for similar service for the purpose of displaying such information or (B) if that service ceases to display similar information, such other page or such equivalent service that displays this information (or, if more than one, the one which is used by the Paying Agent) or may replace the REUTERS-EURIBOR01 page (the **Screen Page**) at or about 11.00 CET on the Reference Rate Determination Date.

By way of exception, the Reference Interest Rate for the Initial Interest Accrual Period will be from the result of the linear interpolation of the 1-month EURIBOR rate and the 3-month EURIBOR rate quoted at approximately 11:00 CET on the Date of Incorporation, considering the number of calendar days of the Initial Interest Accrual Period, according to the following formula:

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

Where:

R is the Reference Rate for the Initial Interest Accrual Period;

d_1 is number of calendar days of the Initial Interest Accrual Period;

d_2 is the number of calendar days corresponding to the 1-month EURIBOR;

d_3 is the number of calendar days corresponding to the 3-month EURIBOR;

E_2 is the 1-month EURIBOR rate; and

E_3 is the 3-month EURIBOR rate.

- (ii) The Reference Rate shall be determined two (2) TARGET2 Business Days prior to the first day of the relevant Interest Accrual Period, except for the Initial Interest Accrual Period, which shall be determined on the Date of Incorporation (each, a **Reference Rate Determination Date**).
- (iii) If the name, definition, methodology, formula or any other form of calculation related to the EURIBOR were modified (including any modification or amendment derived from or made for the purposes of compliance with the Benchmark Regulation), without such modification being considered a Base Rate Modification Event, the modifications shall be considered to be applicable to the Reference Rate relating to EURIBOR without the need to modify the Transaction Documents or to notify the Noteholders. References herein and in the Transaction Documents to EURIBOR shall be deemed made as such rate has been amended, modified or replaced from time to time.
- (iv) If the Screen Page is unavailable at such time for Euro deposits for the relevant period, then the rate for any relevant period shall be determined in accordance with section 4.8.4 of the Securities Note below.

The EURIBOR Provider shall communicate to the Management Company by email, before 12.00 CET on the relevant Reference Rate Determination Date, the Reference Rate, including the supporting documentation for such calculations.

As at the date of this Prospectus, EURIBOR is provided and administered by the European Money Markets Institute (**EMMI**). EMMI is included on the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmark Regulation.

4.8.4. **Fall-back provisions**

- (i) Notwithstanding anything to the contrary, the following provisions will apply if the Management Company, in the name and on behalf of the Fund (acting on the advice of the Seller) determines that any of the following events (each a **Base Rate Modification Event**) has occurred:
 - (1) the original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
 - (2) a public statement by the EURIBOR administrator that it has ceased or will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR); or
 - (3) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued; or

- (4) a public statement by the supervisor of the EURIBOR administrator informing that EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences, either generally or in respect of the Floating Rate Notes or the Start-Up Expenses Loan; or
- (5) the making of a public statement by or on behalf of the supervisor of the administrator of the EURIBOR that (I) the EURIBOR is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market, and (II) such representativeness will not be restored (as determined by such supervisor); or
- (6) it has become unlawful for the Paying Agent, the EURIBOR Provider, the Swap Calculation Agent, the Fund or other party to calculate any payments due to be made using the original Reference Rate;

provided that the Base Rate Modification Event shall be deemed to occur (A) in the case of sub-paragraph (1) above, on the date of cessation of publication for a period of at least 5 Business Days or ceasing to exist, (B) in the case of sub-paragraphs (2) and (3) above, on the date of the cessation of publication of the EURIBOR or the discontinuation of the EURIBOR, as the case may be, (C) in the case of subparagraph (4) above, on the date of the prohibition of use of the EURIBOR, (D) in the case of sub-paragraph (5) above, on the date with effect from which the EURIBOR will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement, and (E) in the case of sub-paragraph (6) above, on the date in which such unlawfulness is communicated by the relevant party.

- (ii) Following the occurrence of a Base Rate Modification Event, the Management Company, in the name and on behalf of the Fund (acting on the advice of the Seller) will inform the Seller and the Swap Counterparty of the same and will appoint a rate determination agent to carry out the tasks referred to in this section 4.8.4 (the **Rate Determination Agent**).
- (iii) The Rate Determination Agent shall determine an alternative base rate (the **Alternative Base Rate**) to replace EURIBOR as the Reference Rate of the Floating Rate Notes and the Start-Up Expenses Loan Agreement and those amendments to the Transaction Documents to be made by the Management Company, in the name and on behalf of the Fund, as necessary or advisable to facilitate such change (the **Base Rate Modification**), provided that no such Base Rate Modification will be made unless the Rate Determination Agent has determined and confirmed to the Management Company in writing (such certificate, a **Base Rate Modification Certificate**) that:
 - (1) such Base Rate Modification is being undertaken due to the occurrence of a Base Rate Modification Event and, in each case, such modification is required solely for such purpose and it has been drafted solely to such effect; and
 - (2) such Alternative Base Rate is:
 - (A) a base rate published, endorsed, approved or recognised by the relevant regulatory authority or any stock exchange on which the Notes are listed, or any relevant committee or other body established, sponsored or approved by any of the foregoing; or

- (B) a base rate utilised in a material number of publicly-listed new issues of Euro-denominated asset-backed floating rate notes prior to the effective date of such Base Rate Modification; or
- (C) a base rate utilised in a publicly-listed new issue of Euro-denominated asset-backed floating rate notes where the originator of the relevant assets is the Seller or an affiliate of its group; or
- (D) such other base rate as the Rate Determination Agent reasonably determines (and in relation to which the Rate Determination Agent has provided reasonable justification of its determination to the Management Company),

provided that, for the avoidance of doubt, (I) in each case, the change to the Alternative Base Rate will not, in the Management Company's opinion, be materially prejudicial to the interest of the Noteholders and the Start-Up Expenses Loan Provider, (II) for the avoidance of doubt, the Management Company may propose an Alternative Base Rate on more than one (1) occasion provided that the conditions set out in this paragraph (iii) are satisfied, and (III) the Alternative Base Rate shall fulfil the Benchmark Regulation.

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

- (iv) Any such Base Rate Modification shall not be carried out unless:
 - (1) the Interest Rate Swap Transaction is amended to align the Reference Rates applicable under the Floating Rate Notes and the Interest Rate Swap Transaction and such amendment takes effect at the same time as the Base Rate Modification takes effect;
 - (2) the Seller pays (or arranges for the payment of) all fees, costs and expenses (including legal fees) properly incurred by the Management Company and each other applicable party including, without limitation, any of the Transaction Parties, in connection with such modifications. For the avoidance of doubt, such costs shall not include any amount in respect of any reduction in the interest payable to a Noteholder or any change in the amount due to the Swap Counterparty or any change in the mark-to-market value of the Interest Rate Swap Transaction; and
 - (3) with respect to each Rating Agency, the Management Company has notified such Rating Agency of the proposed modification and, in the Management Company's reasonable opinion, formed on the basis of due consideration and consultation with such Rating Agency (including, as applicable, upon receipt of a written confirmation from an appropriately authorised person at such Rating Agency), such modification would not result in (I) a downgrade, withdrawal or suspension of the then current ratings assigned to the Floating Rate Notes by such Rating Agency, or (II) such Rating Agency placing the Floating Rate Notes on a negative watch (or equivalent).
- (v) When implementing any modification pursuant to this section 4.8.4, the Rate Determination Agent, the Management Company and the Originator, as applicable, shall

act in good faith and (in the absence of gross negligence or wilful misconduct), shall have no responsibility whatsoever to the Noteholders or any other party.

- (vi) If a Base Rate Modification is not made as a result of the application of paragraph (iv) above, and for so long as the Management Company (acting on the advice of the Seller) considers that a Base Rate Modification Event is continuing, the Management Company may or, upon request of the Originator, must, initiate the procedure for a Base Rate Modification as set out in this section.
- (vii) Any modification pursuant to this section must comply with the rules of any stock exchange on which the Notes are from time to time listed or admitted to trading and may be made on more than one occasion.
- (viii) As long as a Base Rate Modification is not deemed final and binding in accordance with this section, the Reference Rate applicable to the Floating Rate Notes will be equal to the last Reference Rate available on the relevant applicable Screen Page pursuant to paragraph 4.8.4(i) above.
- (ix) This section shall be without prejudice to the application of any higher interest under applicable mandatory law.

The Management Company, when carrying out the actions foreseen in this section, can seek assistance and advice from external advisors (financial advisors, legal advisors, etc.). The expenses incurred for such purposes shall be reasonable and will be deemed to be included within item (vi) of the definition of Extraordinary Expenses as defined in section 3.4.7.4.2. of the Additional Information.

4.8.5. Calculations of Notes interest amount

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

$$I = P * R / 100 * d / 360$$

Where:

I = Interest to be paid per Note on a given Payment Date, rounded (if necessary) to the second decimal place, with 0.005 being rounded upwards.

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

R = Nominal interest rate expressed as a percentage.

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

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

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

In the event that, on a Payment Date, the Fund is totally or partially unable to pay the interest accrued on the Notes according to the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set out in sections 3.4.7.2 or 3.4.7.3 of the Additional Information, respectively, the amounts that the Noteholders do not receive will be paid on the following Payment Date on which the Fund has sufficient Available Funds to do so at the relevant Interest Rate for each Note in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable. Amounts deferred will not accrue additional interest (ordinary interest or default interest) nor will be added to the Principal Amount Outstanding of the Notes.

The Fund, through its Management Company, may not defer the payment of interest on the Notes beyond the Legal Maturity Date of the Fund (subject to the Modified Following Business Day Convention). Upon liquidation of the Fund (including on the Legal Maturity Date), following final distribution of the Available Funds, the Noteholders shall have no further claim against the Fund in respect of any unpaid amounts and such unpaid amounts shall be discharged in full.

4.8.7. Payment dates and interest periods

Interest in respect of the Notes will accrue on a daily basis and will be payable in Euro in arrears on the twenty-eighth (28th) day of each calendar month (each, a **Payment Date**) (subject to Modified Following Business Day Convention), provided that the first Payment Date will take place on 29 August 2022 (the **First Payment Date**), in respect of the immediately preceding Interest Accrual Period (as defined below), in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, and will be calculated on the basis of the actual number of calendar days elapsed and a 360-day year.

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

For these purposes:

Business Day means a day which is a TARGET2 Business Day other than (i) a Saturday, (ii) a Sunday or (iii) a public holiday in the city of Madrid (Spain).

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

The term of the Notes will be divided into successive interest accrual periods comprising the calendar days that have actually elapsed between each Payment Date (each, a **Interest Accrual Period**). Each Interest Accrual Period will begin on (and including) the previous Payment Date and end on (but excluding) such Payment Date. As an exception:

- (i) the initial Interest Accrual Period will begin on (and including) the Disbursement Date and will end on (but excluding) the First Payment Date (the **Initial Interest Accrual Period**); and
- (ii) the last Interest Accrual Period will begin on (and including) the last Payment Date prior to liquidation of the Fund and will end on (but excluding) the Notes Maturity Date.

In the event that, on a Payment Date, the Fund is totally or partially unable to pay the interest accrued on the Notes in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set out in sections 3.4.7.2 or 3.4.7.3 of the Additional

Information, respectively, the unpaid amounts will be paid on the following Payment Date on which the Fund has sufficient Available Funds to do so immediately before the payment of the same Class for the new period and without accruing additional or default interest in accordance with the aforementioned Pre-Enforcement Priority of Payments, or Post-Enforcement Priority of Payments.

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

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

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

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

Not applicable.

4.8.9. Adjustment rules with relation to events concerning the underlying

Not applicable.

4.8.10. Calculation Agent

The Management Company shall determine the Interest Rate applicable to the Notes for the Interest Accrual Period (and in respect of the Floating Rate Notes, based on the information provided by the EURIBOR Provider).

4.9. Redemption of the securities

4.9.1. Redemption price

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

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

4.9.2. Date and forms of redemption

The final maturity of the Notes will take place on the date on which they are fully redeemed or on the Legal Maturity Date of the Fund (subject to the Modified Following Business Day Convention) (the **Notes Maturity Date**), without prejudice to the early redemption of the Notes prior to the Legal Maturity Date of the Fund in accordance with section 4.4.3 of the Registration Document or, with respect to the Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes, upon exercise by the Seller of a Seller's Call following the occurrence of a Regulatory Call Event.

The Notes will be redeemed by reducing their nominal value on each Payment Date after the Revolving Period End Date (except as described in section 4.6.3.1.1 of the Securities Note) until their full redemption in accordance with the redemption rules set out in section 4.9.2.1 below and following the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set out in sections 3.4.7.2 and 3.4.7.3 of the Additional Information, respectively, and provided that there are sufficient Available Funds for such purposes.

4.9.2.1. Redemption of the Notes

4.9.2.1.1 *During the Revolving Period*

During the Revolving Period, the Noteholders will only receive payments of interest on the Notes on each Payment Date and will not receive any principal payment, except as described in section 4.6.3.1.1 of the Securities Note.

For these purposes:

Revolving Period means the period starting on Date of Incorporation (excluded) and ending on the Revolving Period End Date (included).

Revolving Period End Date means the earlier of the following dates:

- (i) the Payment Date falling on 28 December 2022; and
- (ii) the date on which a Revolving Period Early Termination Event occurs.

Revolving Period Early Termination Event means the occurrence of any of the following events on any Determination Date during the Revolving Period:

- (i) on each of the two (2) Determination Dates immediately preceding the two (2) immediately preceding Payment Dates, the Outstanding Balance of the Non-Defaulted Receivables is less than 90.00% of the Principal Amount Outstanding of the Rated Notes; or
- (ii) The Cumulative Loss Ratio exceeds the relevant percentage set out below on the Determination Date immediately preceding the following Payment Dates:
 - a. Between the Date of Incorporation (included) and 28 September 2022 (included): 0.35%, and
 - b. Between 28 September 2022 (excluded) and 28 December 2022 (included): 0.55%,
- (iii) the Cash Reserve is not funded up to the Required Level of the Cash Reserve after paying or retaining the relevant amounts required to be paid or retained in priority by the Fund on such date in accordance with the Pre-Enforcement Priority of Payments; or
- (iv) an Insolvency Event occurs in respect of the Seller; or
- (v) the Seller breaches any of the representations and warranties in respect of itself envisaged in paragraph (i) of section 2.2.8 of the Additional Information; or
- (vi) the audit reports on the Seller's financial statements show qualifications, which in the opinion of CNMV, could affect the Additional Receivables; or

- (vii) the Principal Amount Outstanding of the Rated Notes on the preceding Determination Date is higher than the sum of (i) the Outstanding Balance of the Non-Defaulted Receivables on the Determination Date, (ii) the Outstanding Balance of the Additional Receivables to be acquired on that Payment Date, and (iii) the remaining Principal Account balance on that Payment Date after payment of the purchase price related to the Receivables Principal of the Additional Receivables; or
- (viii) a Subordination Event occurs; or
- (ix) the Global Agreement is terminated or cancelled, or its term expires, or the terms and conditions thereof are materially modified in a way that it is detrimental to the transaction.

Delinquency Ratio means the aggregate Outstanding Balances of the Delinquent Receivables divided by the aggregate Outstanding Balances of the Receivables, expressed as a percentage.

4.9.2.1.2 *During the Pro-Rata Redemption Period*

During the Pro-Rata Redemption Period, and for so long as no Subordination Event has occurred, the ordinary redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be *pari passu* and *pro-rata* without preference or priority amongst themselves holding the tenth (10th) place in the Pre-Enforcement Priority of Payments as set out in section 3.4.7.2 of the Additional Information, and will take place only to the extent that there are sufficient Available Funds after satisfaction of limbs a. and b. of paragraph (10) of section 3.4.7.2.2 of the Additional Information.

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

The Class F Notes shall be redeemed in accordance with the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of the Additional Information. Once Class F Notes are fully redeemed, the subordination of such Class F will no longer apply.

4.9.2.1.3 *During the Sequential Redemption Period*

During the Sequential Redemption Period, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be redeemed sequentially in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of the Additional Information so that the Principal Target Redemption Amount will be applied:

- (i) in the first place to redeem the Class A Notes until their redemption in full,
- (ii) in the second place to redeem the Class B Notes until their redemption in full,
- (iii) in the third place to redeem the Class C Notes until their redemption in full,
- (iv) in the fourth place to redeem the Class D Notes until their redemption in full, and
- (v) in the fifth place to redeem the Class E Notes until their redemption in full.

Class F Notes shall be redeemed on each Payment Date for an amount equal to the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of the Additional Information.

During the Sequential Redemption Period:

- (i) the Class A Notes will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;
- (ii) the Class B Notes will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes;
- (iii) the Class C Notes will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes and the Class B Notes;
- (iv) the Class D Notes will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class E Notes and the Class F Notes, but subordinated to the Class A Notes, the Class B Notes and the Class C Notes;
- (v) the Class E Notes will rank *pari passu* and *pro-rata* without preference or priority amongst themselves and in priority to the Class F Notes, but subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; and
- (vi) the Class F Notes will rank *pari passu* and *pro-rata* without preference or priority amongst themselves, provided that the Class F Notes will amortise with the available excess spread for an amount equal to the Class F Notes Target Amortisation Amount. Once the Class F Notes are fully redeemed, the subordination of such Class F Notes will no longer apply.

The occurrence of any of the following events in respect of any Determination Date prior to the Legal Maturity Date shall constitute a subordination event (each, a **Subordination Event**):

- (i) an Insolvency Event occurs in respect of the Seller; or
- (ii) The Cumulative Loss Ratio exceeds the relevant percentage set out below on the Determination Date immediately preceding the following Payment Dates:
 - a. Between the Date of Incorporation (included) and 28 September 2022 (included): 0.35%
 - b. Between 28 September 2022 (excluded) and 28 December 2022 (included): 0.55%
 - c. Between 28 December 2022 (excluded) and 28 March 2023 (included): 0.75%
 - d. Between 28 March 2023 (excluded) and 28 June 2023 (included): 0.95%
 - e. Between 28 June 2023 (excluded) and 28 September 2023 (included): 1.15%
 - f. as of 28 September 2023 (excluded): 1.35%; or
- (iii) the three-month average Delinquency Ratio as of the preceding Determination Date is higher than 5%; or
- (iv) the cumulative Defaulted Receivables are equal to or higher than 100% of the sum of the Principal Amount Outstanding of the Class D Notes, Class E Notes and the Class F Notes at the Date of Incorporation; or

- (v) the Outstanding Balance of the Receivables included in the Aggregate Portfolio arising from Loans granted to the same Borrower, as at the immediately preceding Determination Date, is equal to, or higher than 2% of the Outstanding Balance of the Aggregate Portfolio; or
- (vi) the Seller defaults in the performance or observance of any of its obligations under any of the Transaction Documents to which it is a party (unless such default(s) is/are remedied within the earlier of five (5) Business Days or the following Purchase Date); or
- (vii) an Event of Replacement of the Servicer occurs; or
- (viii) a Swap Counterparty Downgrade Event occurs and none of the remedies provided for in the Interest Rate Swap Agreement are put in place within the term required thereunder;
- (ix) the Seller exercises a Seller's Call;
- (x) a Clean-Up Call Event occurs.

For the purposes of this section:

Cumulative Loss Ratio means, as of the Determination Date immediately preceding any Payment Date, the ratio, expressed as a percentage, between:

- (i) the sum of the Defaulted Amount of all Receivables that have become Defaulted Receivables from the Initial Assignment Cut-Off Date until the end of the corresponding Determination Period, reduced by the total amount of Principal Recoveries received during such period in respect of such Receivables, and
- (ii) the sum of (a) the Outstanding Balance of all the Receivables purchased by the Issuer as of the Initial Assignment Cut-Off Date and (b) the Outstanding Balance of all the Additional Receivables on the date of their respective assignment.

For the avoidance of doubt, for the purpose of calculating the numerator of the above ratio, the Outstanding Balance of each Defaulted Receivable shall be taken as at the last day of the Determination Period during which the relevant Receivable became a Defaulted Receivable.

Initial Assignment Cut-Off Date means 16 May 2022. Notwithstanding the assignment of the Initial Receivables will take place on the Initial Assignment Date, the Seller and the Management Company have agreed that the assignment of the Initial Receivables to the Fund will have economic effects from (and including) the Initial Assignment Cut-Off Date.

Insolvency Event means, with respect to any person or entity:

- (i) the declaration of insolvency (*declaración de concurso*), including the filing of any request for the declaration of voluntary or mandatory insolvency (*concurso voluntario o necesario*) or the taking or passing of any resolution approving such filing and/or the filing of an application under the Second Book (*Libro Segundo*) bis of Insolvency Law and/or the filing of a request for judicial homologation (*homologación judicial*) under articles 606 et seq. of the Insolvency Law;
- (ii) such person or entity falling into any of the categories set out in article 363 of the Spanish Companies Act which would require it to be dissolved, once the deadline of two (2) months set out in article 367 of the Spanish Companies Act to remedy the cause of dissolution has elapsed;

- (iii) any event with respect to itself which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in the paragraphs above;
- (iv) such person or entity being unable or admitting its inability to pay its debts as they fall due;
- (v) such person or entity being deemed, or being declared by a court of competent jurisdiction, to be insolvent or unable to pay its debts as they fall due under Spanish law or under the laws applicable to its jurisdiction of incorporation; or
- (vi) such person or entity suspending or threatening (by way of written notice) to suspend making payments on its debts as a whole generally as they fall due.

Seller's Call means the exercise by the Seller of its right to instruct the Management Company to redeem of the Notes (or the relevant Classes of Notes) in full (but not in part) following a Clean-up Call Event, a Tax Call Event or a Regulatory Call Event.

4.9.2.1.4 *Early Redemption of all the Notes issued*

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

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

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

4.9.2.2. Legal Maturity Date

The Legal Maturity Date of the Fund and consequently the final redemption of the Notes is 28 February 2032 (subject to the Modified Following Business Day Convention). Final redemption of the Notes on the Legal Maturity Date shall be made subject to the Post-Enforcement Priority of Payments set out in section 3.4.7.3 of the Additional Information.

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

Upon the occurrence of a Regulatory Call Event, the Seller will have the right (but not the obligation) to request the Management Company to redeem in full (but not in part) on any Payment Date thereafter the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (while the Class A Notes and the Cash Reserve shall not be redeemed), in accordance with the Pre-Enforcement Priority of Payments (as amended by the Pre-Enforcement Regulatory Call Priority of Payments or the Seller Loan Priority of Payments, as applicable) or the Post-Enforcement Priority of Payments (as amended by the Post-Enforcement Regulatory Call Priority of Payments). In this scenario, the Fund will continue to exist until its cancellation pursuant to section 4.4.4 of the Registration Document.

For these purposes, **Regulatory Call Event** means:

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

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

For clarification purposes, the declaration of a Regulatory Call Event will not be prevented by the fact that, prior to the Date of Incorporation, the event constituting such Regulatory Call Event was:

- (i) announced or contained in any proposal (whether in draft or final form) for a change in the laws, regulations, applicable regulatory rules, policies or guidelines (including any accord, standard, or recommendation of the Basel Committee on Banking Supervision), as officially interpreted, implemented or applied by the European Central Bank, the Prudential Regulation Authority or the European Union; or
- (ii) incorporated in any law or regulation approved and/or published but the effectiveness or application of which is deferred, in whole or in part, beyond the Date of Incorporation, provided that the application of the EU Securitisation Regulation and the applicable legislation shall not constitute a Regulatory Call Event, but without prejudice to the ability of a Regulatory Call Event to occur as a result of any implementing regulations, policies or guidelines in respect thereof announced or published after the Date of Incorporation; or
- (iii) express in any statement by an official of the competent authority in expert meetings or other discussions in connection with such Regulatory Call Event (but without receipt of an official interpretation or other official communication); or
- (iv) the competent authority has issued any notification, taken any decision or expressed any view with respect to any individual transaction, other than the transaction. Accordingly, such proposals, statements, notifications or views will not be considered when assessing

the rate of return on capital of the Fund and/or Seller or an increase of the cost or reduction of benefits to the Seller of the transactions contemplated by the Transaction Documents immediately after the Date of Incorporation.

In order for the Seller to exercise the Seller's Call upon the occurrence of a Regulatory Call Event, the Seller and the Management Company, as applicable, shall take the following actions:

- (i) the Seller shall provide written notice to the Management Company communicating the occurrence of a Regulatory Call Event and requesting the Management Company to redeem the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes in whole (but not in part);
- (ii) the Seller advance to the Fund the Seller Loan as further described below and in section 3.4.4.2 of the Additional Information; and
- (iii) the Management Company shall then inform the Rating Agencies and the Noteholders in accordance with section 4 of the Additional Information, not less than thirty (30) Business Days in advance to the specified date for the redemption (the **Regulatory Call Early Redemption Date**), by publishing the appropriate relevant fact communication (*comunicación de otra información relevante*) with CNMV (the **Regulatory Redemption Notice**).

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

- (i) the Regulatory Call Event is continuing and cannot be avoided by taking reasonable measures; and
- (ii) the Fund shall have the necessary funds on the Regulatory Call Early Redemption Date to discharge its outstanding liabilities in respect of all the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes in full (in whole but not in part) after making the payments ranking in priority to or *pari passu* therewith, in accordance with the Pre-Enforcement Priority of Payments (as amended by the Pre-Enforcement Regulatory Call Priority of Payments or the Seller Loan Priority of Payments, as applicable) or the Post-Enforcement Priority of Payments (as amended by the Post-Enforcement Regulatory Call Priority of Payments), as applicable.

Upon exercise by the Seller of the Seller's Call following the occurrence of a Regulatory Call Event, the Seller shall advance to the Fund the Seller Loan in an amount equal to the Seller Loan Advance Amount (as defined below) in accordance with section 3.4.4.2 of the Additional Information.

The Seller Loan Advance Amount shall form part of the Available Funds and applied in accordance with the Pre-Enforcement Priority of Payments (as amended by the Pre-Enforcement Regulatory Call Priority of Payments or the Seller Loan Priority of Payments, as applicable) or the Post-Enforcement Priority of Payments (as amended by the Post-Enforcement Regulatory Call Priority of Payments), as applicable.

The total amount to be advanced by the Seller to the Fund under the Seller Loan (the **Seller Loan Advance Amount**) on the relevant Payment Date shall be equal to:

- (i) in respect of principal:

- (1) the aggregate Outstanding Balance of the Receivables at the end of the immediately preceding Determination Period (other than in respect of the Defaulted Receivables or Delinquent Receivables); plus
 - (2) outstanding credit balance of the Cash Reserve; plus
 - (3) for Defaulted Receivables and Delinquent Receivables, the Final Determined Amount; minus
 - (4) the Principal Amount Outstanding of the Class A Notes, after giving effect to the redemptions due on such Payment Date.
- (ii) In respect of interest, any interest on the Receivables (other than Defaulted Receivables or Delinquent Receivables) accrued until, and outstanding on, the Regulatory Call Early Redemption Date.

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

For the avoidance of doubt, if the Seller exercises the Seller's Call following the occurrence of a Regulatory Call Event, the Class A Notes shall benefit from the subordination of the Seller Loan (which will be granted by the Seller to repay the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and Class F Notes) instead of the redeemed subordinated Notes, and from the collateralisation of all Receivables which prior to the exercise by the Seller of the option above backed all Classes of Notes.

4.10. Indication of investor yield and calculation method

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

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

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

- (i) regarding the Receivables:

- a. each of the Receivables complies with the representations and warranties made in in section 2.2.8(ii) and 2.2.8(iii) of the Additional Information;
 - b. no Receivable will be replaced by the Seller in accordance with section 2.2.9 of the Additional Information;
 - c. the weighted average interest rate of the Receivables is 6.68% (weighted average interest rate of the Preliminary Portfolio);
 - d. a cumulative default rate of 1.64%, with an average recovery rate of 52.05% at (24) months. The average recovery rate is the proportion of the Outstanding Balance of the Defaulted Receivables recovered after twenty-four (24) months. The weighted average rate of Defaulted Receivables and the average rate of recoveries are consistent with respect to the information on the Defaulted Receivables and recoveries data of a similar portfolio³ to the Preliminary Portfolio (see section 1.1.1 of Risk Factors for the description of a “similar portfolio”). The aforementioned cumulative default rate corresponds to an annual default rate of 0.65% and a cumulative loss rate of 0.79 % in the 5.06% CPR scenario;
- (ii) the disbursement of the Notes takes place on the Disbursement Date;
 - (iii) the CPRs (3.86%, 5.06% and 6.26%) hold constant over the life of the Notes; the CPRs are consistent with respect to the information with the CPR data of a similar portfolio to the Preliminary Portfolio;
 - (iv) the weighted average margin of the Floating Rate Notes on the Disbursement Date is equal to 0.64% and the weighted average interest rate of the Notes on the Disbursement Date is equal to 0.69% (under the assumption that EURIBOR 1-month was -0.542% on 20 May 2022);
 - (v) the interest rate applicable to the Start-Up Expenses Loan will be equal to EURIBOR 1-month (as this is defined in section 3.4.4.1 of the Additional Information) plus a margin of 2.92% (assuming that EURIBOR 1-month was -0.542% on 20 May 2022);
 - (vi) a negative interest is charged on the Fund Accounts at a rate equal to the daily €STR less 0.03%, regardless the benchmark remains positive, negative or equal to zero;
 - (vii) the estimated annual Ordinary Expenses of the Fund are equal to the result of applying an annual rate of 0.13% on the Outstanding Balance of the Receivables, which, during the first year, will amount to NINE HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED EIGHTY NINE EUROS AND FORTY CENTS (€ 934,489.40);
 - (viii) the first interest payment date under the Notes is the First Payment Date;
 - (ix) no Subordination Event occurs (except for the Clean-Up Call Event);
 - (x) there is no Early Liquidation of the Fund by application of a Tax Call Event or a Regulatory Call Event has occurred but there is an Early Liquidation of the Fund on the Payment Date immediately following the first occurrence of a Clean-up Call Event;

³ The similar portfolio is prepared based on the historical loan data of the Seller and applying certain filters in connection with the type of borrower (in this case, only individuals), type of vehicle (new vehicle and used vehicle) and type of loan (amortising loan or balloon loan) so it is comparable with the Loans included in the Portfolio (although they may not fulfil all the Eligibility Criteria). Default rates and recovery rates in the similar portfolio are calculated weighting the loans granted to new vehicles and the loans granted to used vehicles over the total similar portfolio.

- (xi) the first Payment Date on which the Notes are redeemed is: (a) in respect of the Notes other than the Class F Notes, 28 January 2023; and (b) in respect of the Class F Notes, 29 August 2022;
- (xii) as of the Date of Incorporation, none of the Borrowers from which the Receivables arise has been granted a Covid-19 Moratorium in respect of his/her Loan;
- (xiii) no Class E and Class F Notes Interest Deferral Trigger has occurred; and
- (xiv) the structure incorporates a swap fixed rate of 1.07% per annum with monthly payments.

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

Assuming that the Management Company, acting on behalf of the Fund, proceeds to the Early Liquidation of the Fund, and following the instructions of the Seller, as established by section 4.4.3.2 of the Registration Document upon the occurrence of a Clean-Up Call Event, the average life, maturity and internal rate of return (IRR) of the Notes would be the following for a CPR of 3.86%, 5.06% and 6.26%, respectively:

(Remainder of page intentionally left blank)

Scenario (CPR)	3.86%	5.06%	6.26%
Class A Notes			
Internal rate of return (%)	0.06%	0.06%	0.06%
Weighted average life (in years)	2.30	2.28	2.24
Expected maturity (date)	28 June 26	28 June 26	28 May 26
Class B Notes			
Internal rate of return (%)	1.28%	1.28%	1.28%
Weighted average life (in years)	2.30	2.28	2.24
Expected maturity (date)	28 June 26	28 June 26	28 May 26
Class C Notes			
Internal rate of return (%)	2.00%	2.00%	2.00%
Weighted average life (in years)	2.30	2.28	2.24
Expected maturity (date)	28 June 26	28 June 26	28 May 26
Class D Notes			
Internal rate of return (%)	3.82%	3.82%	3.82%
Weighted average life (in years)	2.30	2.28	2.24
Expected maturity (date)	28 June 26	28 June 26	28 May 26
Class E Notes			
Internal rate of return (%)	4.88%	4.88%	4.88%
Weighted average life (in years)	2.30	2.28	2.24
Expected maturity (date)	28 June 26	28 June 26	28 May 26
Class F Notes			
Internal rate of return (%)	7.06%	7.06%	7.06%
Weighted average life (in years)	1.48	1.48	1.48
Expected maturity (date)	28 February 25	28 February 25	28 February 25

The average life of each Class of Notes is subject to factors largely outside the control of the Fund, the Seller and the Management Company and, consequently, no assurance can be given that the assumptions and the estimates above will prove in any way to be realistic and they must therefore be viewed with considerable caution.

The Management Company states that the information in the tables below is for information purposes only and that the amounts reflected therein do not represent a specific payment obligation of the Fund to third parties on the referred dates or periods. The data has been prepared under the assumption of a repayment rate of the Loans on a constant basis during the life of the Fund, subject to constant changes.

The tables included below show the debt service for each Class of Notes for CPR of 5.06%, which are consistent with the Cash Flow Model provided by Intex. Tables for different scenarios are not included, given that differences in average lives are not significant.

Class A Notes Cash Flows for each 100.000,00 EUR (Constant Prepayment Rate 5.06%)						
Payment Date	Amortisation	Gross Interest	Total	% Initial Balance	Note Balance %	Note Balance (EUR)
May 31, 2022	0		-100,000.00			100,000.00
August 29, 2022	0.00	14.50	14.50	0.00%	100.00%	100,000.00
September 28, 2022	0.00	4.83	4.83	0.00%	100.00%	100,000.00
October 28, 2022	0.00	4.83	4.83	0.00%	100.00%	100,000.00
November 28, 2022	0.00	4.99	4.99	0.00%	100.00%	100,000.00
December 28, 2022	0.00	4.83	4.83	0.00%	100.00%	100,000.00
January 28, 2023	3,720.74	4.99	3,725.73	3.72%	96.28%	96,279.26
February 28, 2023	3,617.13	4.81	3,621.94	3.62%	92.66%	92,662.13
March 28, 2023	3,339.89	4.18	3,344.07	3.34%	89.32%	89,322.24
April 28, 2023	3,289.87	4.46	3,294.33	3.29%	86.03%	86,032.38
May 28, 2023	3,055.18	4.16	3,059.34	3.06%	82.98%	82,977.19
June 28, 2023	3,040.77	4.14	3,044.92	3.04%	79.94%	79,936.42
July 28, 2023	2,696.43	3.86	2,700.30	2.70%	77.24%	77,239.99
August 28, 2023	2,879.76	3.86	2,883.62	2.88%	74.36%	74,360.22
September 28, 2023	2,842.81	3.71	2,846.52	2.84%	71.52%	71,517.42
October 28, 2023	2,845.17	3.46	2,848.62	2.85%	68.67%	68,672.25
November 28, 2023	2,383.32	3.43	2,386.75	2.38%	66.29%	66,288.93
December 28, 2023	2,516.70	3.20	2,519.90	2.52%	63.77%	63,772.24
January 28, 2024	2,390.36	3.19	2,393.55	2.39%	61.38%	61,381.87
February 28, 2024	2,476.12	3.07	2,479.19	2.48%	58.91%	58,905.75
March 28, 2024	2,313.21	2.75	2,315.96	2.31%	56.59%	56,592.54
April 28, 2024	2,371.19	2.83	2,374.02	2.37%	54.22%	54,221.35
May 28, 2024	2,265.16	2.62	2,267.78	2.27%	51.96%	51,956.19
June 28, 2024	1,613.40	2.59	1,615.99	1.61%	50.34%	50,342.79
July 28, 2024	1,588.37	2.43	1,590.80	1.59%	48.75%	48,754.43
August 28, 2024	2,241.13	2.44	2,243.57	2.24%	46.51%	46,513.29
September 28, 2024	2,830.49	2.32	2,832.81	2.83%	43.68%	43,682.80
October 28, 2024	2,466.47	2.11	2,468.59	2.47%	41.22%	41,216.33
November 28, 2024	1,849.85	2.06	1,851.91	1.85%	39.37%	39,366.48
December 28, 2024	2,008.38	1.90	2,010.29	2.01%	37.36%	37,358.10
January 28, 2025	2,090.20	1.87	2,092.07	2.09%	35.27%	35,267.89
February 28, 2025	2,143.57	1.76	2,145.33	2.14%	33.12%	33,124.32
March 28, 2025	2,147.23	1.49	2,148.72	2.15%	30.98%	30,977.10
April 28, 2025	1,671.34	1.55	1,672.89	1.67%	29.31%	29,305.76
May 28, 2025	1,748.36	1.42	1,749.78	1.75%	27.56%	27,557.39
June 28, 2025	1,933.65	1.38	1,935.03	1.93%	25.62%	25,623.74
July 28, 2025	1,864.94	1.24	1,866.18	1.86%	23.76%	23,758.80
August 28, 2025	1,774.53	1.19	1,775.72	1.77%	21.98%	21,984.26
September 28, 2025	1,712.91	1.10	1,714.01	1.71%	20.27%	20,271.36
October 28, 2025	1,577.80	0.98	1,578.78	1.58%	18.69%	18,693.56
November 28, 2025	1,215.11	0.93	1,216.05	1.22%	17.48%	17,478.45

December 28, 2025	1,420.64	0.84	1,421.49	1.42%	16.06%	16,057.80
January 28, 2026	1,448.58	0.80	1,449.38	1.45%	14.61%	14,609.22
February 28, 2026	1,654.93	0.73	1,655.66	1.65%	12.95%	12,954.29
March 28, 2026	1,405.07	0.58	1,405.66	1.41%	11.55%	11,549.22
April 28, 2026	1,178.97	0.58	1,179.54	1.18%	10.37%	10,370.26
May 28, 2026	591.80	0.50	592.30	0.59%	9.78%	9,778.45
June 28, 2026	9,778.45	0.49	9,778.94	9.78%	0.00%	0.00
July 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
August 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
September 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
October 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
	100,000.00	132.00		100.00%		

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Class B Notes						
Cash Flows for each 100,000,00 EUR (Constant Prepayment Rate 5.06%)						
Payment Date	Amortisation	Gross Interest	Total	% Initial Balance	Note Balance %	Note Balance (EUR)
May 31, 2022			-100,000.00			100,000.00
August 29, 2022	0.00	314.50	314.50	0.00%	100.00%	100,000.00
September 28, 2022	0.00	104.83	104.83	0.00%	100.00%	100,000.00
October 28, 2022	0.00	104.83	104.83	0.00%	100.00%	100,000.00
November 28, 2022	0.00	108.33	108.33	0.00%	100.00%	100,000.00
December 28, 2022	0.00	104.83	104.83	0.00%	100.00%	100,000.00
January 28, 2023	3,720.74	108.33	3,829.06	3.72%	96.28%	96,279.26
February 28, 2023	3,617.13	104.30	3,721.43	3.62%	92.66%	92,662.13
March 28, 2023	3,339.89	90.66	3,430.55	3.34%	89.32%	89,322.24
April 28, 2023	3,289.87	96.76	3,386.63	3.29%	86.03%	86,032.38
May 28, 2023	3,055.18	90.19	3,145.37	3.06%	82.98%	82,977.19
June 28, 2023	3,040.77	89.89	3,130.66	3.04%	79.94%	79,936.42
July 28, 2023	2,696.43	83.80	2,780.23	2.70%	77.24%	77,239.99
August 28, 2023	2,879.76	83.67	2,963.44	2.88%	74.36%	74,360.22
September 28, 2023	2,842.81	80.55	2,923.36	2.84%	71.52%	71,517.42
October 28, 2023	2,845.17	74.97	2,920.14	2.85%	68.67%	68,672.25
November 28, 2023	2,383.32	74.39	2,457.71	2.38%	66.29%	66,288.93
December 28, 2023	2,516.70	69.49	2,586.19	2.52%	63.77%	63,772.24
January 28, 2024	2,390.36	69.08	2,459.44	2.39%	61.38%	61,381.87
February 28, 2024	2,476.12	66.49	2,542.62	2.48%	58.91%	58,905.75
March 28, 2024	2,313.21	59.69	2,372.90	2.31%	56.59%	56,592.54
April 28, 2024	2,371.19	61.31	2,432.49	2.37%	54.22%	54,221.35
May 28, 2024	2,265.16	56.84	2,322.01	2.27%	51.96%	51,956.19
June 28, 2024	1,613.40	56.28	1,669.68	1.61%	50.34%	50,342.79
July 28, 2024	1,588.37	52.78	1,641.14	1.59%	48.75%	48,754.43
August 28, 2024	2,241.13	52.81	2,293.95	2.24%	46.51%	46,513.29
September 28, 2024	2,830.49	50.39	2,880.88	2.83%	43.68%	43,682.80
October 28, 2024	2,466.47	45.79	2,512.27	2.47%	41.22%	41,216.33
November 28, 2024	1,849.85	44.65	1,894.50	1.85%	39.37%	39,366.48
December 28, 2024	2,008.38	41.27	2,049.65	2.01%	37.36%	37,358.10
January 28, 2025	2,090.20	40.47	2,130.67	2.09%	35.27%	35,267.89
February 28, 2025	2,143.57	38.20	2,181.78	2.14%	33.12%	33,124.32
March 28, 2025	2,147.23	32.41	2,179.64	2.15%	30.98%	30,977.10
April 28, 2025	1,671.34	33.56	1,704.90	1.67%	29.31%	29,305.76
May 28, 2025	1,748.36	30.72	1,779.09	1.75%	27.56%	27,557.39
June 28, 2025	1,933.65	29.85	1,963.51	1.93%	25.62%	25,623.74
July 28, 2025	1,864.94	26.86	1,891.80	1.86%	23.76%	23,758.80
August 28, 2025	1,774.53	25.74	1,800.27	1.77%	21.98%	21,984.26
September 28, 2025	1,712.91	23.82	1,736.72	1.71%	20.27%	20,271.36
October 28, 2025	1,577.80	21.25	1,599.05	1.58%	18.69%	18,693.56

November 28, 2025	1,215.11	20.25	1,235.36	1.22%	17.48%	17,478.45
December 28, 2025	1,420.64	18.32	1,438.97	1.42%	16.06%	16,057.80
January 28, 2026	1,448.58	17.40	1,465.97	1.45%	14.61%	14,609.22
February 28, 2026	1,654.93	15.83	1,670.76	1.65%	12.95%	12,954.29
March 28, 2026	1,405.07	12.68	1,417.75	1.41%	11.55%	11,549.22
April 28, 2026	1,178.97	12.51	1,191.48	1.18%	10.37%	10,370.26
May 28, 2026	591.80	10.87	602.67	0.59%	9.78%	9,778.45
June 28, 2026	9,778.45	10.59	9,789.05	9.78%	0.00%	0.00
July 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
August 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
September 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
October 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
	100,000.00	2,863.06		100.00%		

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Class C Notes						
Cash Flows for each 100,000,00 EUR (Constant Prepayment Rate 5.06%)						
Payment Date	Amortisation	Gross Interest	Total	% Initial Balance	Note Balance %	Note Balance (EUR)
May 31, 2022			-100,000.00			100,000.00
August 29, 2022	0.00	489.50	489.50	0.00%	100.00%	100,000.00
September 28, 2022	0.00	163.17	163.17	0.00%	100.00%	100,000.00
October 28, 2022	0.00	163.17	163.17	0.00%	100.00%	100,000.00
November 28, 2022	0.00	168.61	168.61	0.00%	100.00%	100,000.00
December 28, 2022	0.00	163.17	163.17	0.00%	100.00%	100,000.00
January 28, 2023	3,720.74	168.61	3,889.34	3.72%	96.28%	96,279.26
February 28, 2023	3,617.13	162.33	3,779.47	3.62%	92.66%	92,662.13
March 28, 2023	3,339.89	141.11	3,481.00	3.34%	89.32%	89,322.24
April 28, 2023	3,289.87	150.60	3,440.47	3.29%	86.03%	86,032.38
May 28, 2023	3,055.18	140.38	3,195.56	3.06%	82.98%	82,977.19
June 28, 2023	3,040.77	139.90	3,180.68	3.04%	79.94%	79,936.42
July 28, 2023	2,696.43	130.43	2,826.86	2.70%	77.24%	77,239.99
August 28, 2023	2,879.76	130.23	3,009.99	2.88%	74.36%	74,360.22
September 28, 2023	2,842.81	125.38	2,968.18	2.84%	71.52%	71,517.42
October 28, 2023	2,845.17	116.69	2,961.86	2.85%	68.67%	68,672.25
November 28, 2023	2,383.32	115.79	2,499.10	2.38%	66.29%	66,288.93
December 28, 2023	2,516.70	108.16	2,624.86	2.52%	63.77%	63,772.24
January 28, 2024	2,390.36	107.52	2,497.89	2.39%	61.38%	61,381.87
February 28, 2024	2,476.12	103.49	2,579.62	2.48%	58.91%	58,905.75
March 28, 2024	2,313.21	92.91	2,406.12	2.31%	56.59%	56,592.54
April 28, 2024	2,371.19	95.42	2,466.61	2.37%	54.22%	54,221.35
May 28, 2024	2,265.16	88.47	2,353.63	2.27%	51.96%	51,956.19
June 28, 2024	1,613.40	87.60	1,701.00	1.61%	50.34%	50,342.79
July 28, 2024	1,588.37	82.14	1,670.51	1.59%	48.75%	48,754.43
August 28, 2024	2,241.13	82.20	2,323.33	2.24%	46.51%	46,513.29
September 28, 2024	2,830.49	78.42	2,908.91	2.83%	43.68%	43,682.80
October 28, 2024	2,466.47	71.28	2,537.75	2.47%	41.22%	41,216.33
November 28, 2024	1,849.85	69.49	1,919.34	1.85%	39.37%	39,366.48
December 28, 2024	2,008.38	64.23	2,072.62	2.01%	37.36%	37,358.10
January 28, 2025	2,090.20	62.99	2,153.19	2.09%	35.27%	35,267.89
February 28, 2025	2,143.57	59.46	2,203.04	2.14%	33.12%	33,124.32
March 28, 2025	2,147.23	50.44	2,197.67	2.15%	30.98%	30,977.10
April 28, 2025	1,671.34	52.23	1,723.57	1.67%	29.31%	29,305.76
May 28, 2025	1,748.36	47.82	1,796.18	1.75%	27.56%	27,557.39
June 28, 2025	1,933.65	46.46	1,980.12	1.93%	25.62%	25,623.74
July 28, 2025	1,864.94	41.81	1,906.75	1.86%	23.76%	23,758.80
August 28, 2025	1,774.53	40.06	1,814.59	1.77%	21.98%	21,984.26
September 28, 2025	1,712.91	37.07	1,749.97	1.71%	20.27%	20,271.36
October 28, 2025	1,577.80	33.08	1,610.87	1.58%	18.69%	18,693.56

November 28, 2025	1,215.11	31.52	1,246.63	1.22%	17.48%	17,478.45
December 28, 2025	1,420.64	28.52	1,449.16	1.42%	16.06%	16,057.80
January 28, 2026	1,448.58	27.07	1,475.65	1.45%	14.61%	14,609.22
February 28, 2026	1,654.93	24.63	1,679.56	1.65%	12.95%	12,954.29
March 28, 2026	1,405.07	19.73	1,424.80	1.41%	11.55%	11,549.22
April 28, 2026	1,178.97	19.47	1,198.44	1.18%	10.37%	10,370.26
May 28, 2026	591.80	16.92	608.72	0.59%	9.78%	9,778.45
June 28, 2026	9,778.45	16.49	9,794.94	9.78%	0.00%	0.00
July 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
August 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
September 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
October 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
	100,000.00	4,456.17		100.00%		

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Class D Notes						
Cash Flows for each 100,000,00 EUR (Constant Prepayment Rate 5.06%)						
Payment Date	Amortisation	Gross Interest	Total	% Initial Balance	Note Balance %	Note Balance (EUR)
May 31, 2022			-100,000.00			100,000.00
August 29, 2022	0.00	927.00	927.00	0.00%	100.00%	100,000.00
September 28, 2022	0.00	309.00	309.00	0.00%	100.00%	100,000.00
October 28, 2022	0.00	309.00	309.00	0.00%	100.00%	100,000.00
November 28, 2022	0.00	319.30	319.30	0.00%	100.00%	100,000.00
December 28, 2022	0.00	309.00	309.00	0.00%	100.00%	100,000.00
January 28, 2023	3,720.74	319.30	4,040.04	3.72%	96.28%	96,279.26
February 28, 2023	3,617.13	307.42	3,924.55	3.62%	92.66%	92,662.13
March 28, 2023	3,339.89	267.24	3,607.13	3.34%	89.32%	89,322.24
April 28, 2023	3,289.87	285.21	3,575.07	3.29%	86.03%	86,032.38
May 28, 2023	3,055.18	265.84	3,321.02	3.06%	82.98%	82,977.19
June 28, 2023	3,040.77	264.95	3,305.72	3.04%	79.94%	79,936.42
July 28, 2023	2,696.43	247.00	2,943.44	2.70%	77.24%	77,239.99
August 28, 2023	2,879.76	246.63	3,126.39	2.88%	74.36%	74,360.22
September 28, 2023	2,842.81	237.43	3,080.24	2.84%	71.52%	71,517.42
October 28, 2023	2,845.17	220.99	3,066.16	2.85%	68.67%	68,672.25
November 28, 2023	2,383.32	219.27	2,602.59	2.38%	66.29%	66,288.93
December 28, 2023	2,516.70	204.83	2,721.53	2.52%	63.77%	63,772.24
January 28, 2024	2,390.36	203.62	2,593.99	2.39%	61.38%	61,381.87
February 28, 2024	2,476.12	195.99	2,672.12	2.48%	58.91%	58,905.75
March 28, 2024	2,313.21	175.95	2,489.16	2.31%	56.59%	56,592.54
April 28, 2024	2,371.19	180.70	2,551.89	2.37%	54.22%	54,221.35
May 28, 2024	2,265.16	167.54	2,432.71	2.27%	51.96%	51,956.19
June 28, 2024	1,613.40	165.90	1,779.29	1.61%	50.34%	50,342.79
July 28, 2024	1,588.37	155.56	1,743.93	1.59%	48.75%	48,754.43
August 28, 2024	2,241.13	155.67	2,396.80	2.24%	46.51%	46,513.29
September 28, 2024	2,830.49	148.52	2,979.01	2.83%	43.68%	43,682.80
October 28, 2024	2,466.47	134.98	2,601.45	2.47%	41.22%	41,216.33
November 28, 2024	1,849.85	131.60	1,981.45	1.85%	39.37%	39,366.48
December 28, 2024	2,008.38	121.64	2,130.03	2.01%	37.36%	37,358.10
January 28, 2025	2,090.20	119.28	2,209.49	2.09%	35.27%	35,267.89
February 28, 2025	2,143.57	112.61	2,256.18	2.14%	33.12%	33,124.32
March 28, 2025	2,147.23	95.53	2,242.76	2.15%	30.98%	30,977.10
April 28, 2025	1,671.34	98.91	1,770.25	1.67%	29.31%	29,305.76
May 28, 2025	1,748.36	90.55	1,838.92	1.75%	27.56%	27,557.39
June 28, 2025	1,933.65	87.99	2,021.64	1.93%	25.62%	25,623.74
July 28, 2025	1,864.94	79.18	1,944.12	1.86%	23.76%	23,758.80
August 28, 2025	1,774.53	75.86	1,850.40	1.77%	21.98%	21,984.26
September 28, 2025	1,712.91	70.20	1,783.10	1.71%	20.27%	20,271.36
October 28, 2025	1,577.80	62.64	1,640.43	1.58%	18.69%	18,693.56

November 28, 2025	1,215.11	59.69	1,274.80	1.22%	17.48%	17,478.45
December 28, 2025	1,420.64	54.01	1,474.65	1.42%	16.06%	16,057.80
January 28, 2026	1,448.58	51.27	1,499.85	1.45%	14.61%	14,609.22
February 28, 2026	1,654.93	46.65	1,701.58	1.65%	12.95%	12,954.29
March 28, 2026	1,405.07	37.36	1,442.43	1.41%	11.55%	11,549.22
April 28, 2026	1,178.97	36.88	1,215.84	1.18%	10.37%	10,370.26
May 28, 2026	591.80	32.04	623.85	0.59%	9.78%	9,778.45
June 28, 2026	9,778.45	31.22	9,809.68	9.78%	0.00%	0.00
July 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
August 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
September 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
October 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
	100,000.00	8,438.96		100.00%		

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Class E Notes						
Cash Flows for each 100,000,00 EUR (Constant Prepayment Rate 5.06%)						
Payment Date	Amortisation	Gross Interest	Total	% Initial Balance	Note Balance %	Note Balance (EUR)
May 31, 2022			-100,000.00			100,000.00
August 29, 2022	0.00	1,177.00	1,177.00	0.00%	100.00%	100,000.00
September 28, 2022	0.00	392.33	392.33	0.00%	100.00%	100,000.00
October 28, 2022	0.00	392.33	392.33	0.00%	100.00%	100,000.00
November 28, 2022	0.00	405.41	405.41	0.00%	100.00%	100,000.00
December 28, 2022	0.00	392.33	392.33	0.00%	100.00%	100,000.00
January 28, 2023	3,720.74	405.41	4,126.15	3.72%	96.28%	96,279.26
February 28, 2023	3,617.13	390.33	4,007.46	3.62%	92.66%	92,662.13
March 28, 2023	3,339.89	339.31	3,679.20	3.34%	89.32%	89,322.24
April 28, 2023	3,289.87	362.12	3,651.99	3.29%	86.03%	86,032.38
May 28, 2023	3,055.18	337.53	3,392.72	3.06%	82.98%	82,977.19
June 28, 2023	3,040.77	336.40	3,377.17	3.04%	79.94%	79,936.42
July 28, 2023	2,696.43	313.62	3,010.05	2.70%	77.24%	77,239.99
August 28, 2023	2,879.76	313.14	3,192.90	2.88%	74.36%	74,360.22
September 28, 2023	2,842.81	301.46	3,144.27	2.84%	71.52%	71,517.42
October 28, 2023	2,845.17	280.59	3,125.75	2.85%	68.67%	68,672.25
November 28, 2023	2,383.32	278.40	2,661.72	2.38%	66.29%	66,288.93
December 28, 2023	2,516.70	260.07	2,776.77	2.52%	63.77%	63,772.24
January 28, 2024	2,390.36	258.54	2,648.90	2.39%	61.38%	61,381.87
February 28, 2024	2,476.12	248.85	2,724.97	2.48%	58.91%	58,905.75
March 28, 2024	2,313.21	223.40	2,536.61	2.31%	56.59%	56,592.54
April 28, 2024	2,371.19	229.43	2,600.62	2.37%	54.22%	54,221.35
May 28, 2024	2,265.16	212.73	2,477.89	2.27%	51.96%	51,956.19
June 28, 2024	1,613.40	210.64	1,824.03	1.61%	50.34%	50,342.79
July 28, 2024	1,588.37	197.51	1,785.88	1.59%	48.75%	48,754.43
August 28, 2024	2,241.13	197.66	2,438.79	2.24%	46.51%	46,513.29
September 28, 2024	2,830.49	188.57	3,019.06	2.83%	43.68%	43,682.80
October 28, 2024	2,466.47	171.38	2,637.86	2.47%	41.22%	41,216.33
November 28, 2024	1,849.85	167.10	2,016.94	1.85%	39.37%	39,366.48
December 28, 2024	2,008.38	154.45	2,162.83	2.01%	37.36%	37,358.10
January 28, 2025	2,090.20	151.45	2,241.66	2.09%	35.27%	35,267.89
February 28, 2025	2,143.57	142.98	2,286.55	2.14%	33.12%	33,124.32
March 28, 2025	2,147.23	121.29	2,268.52	2.15%	30.98%	30,977.10
April 28, 2025	1,671.34	125.58	1,796.92	1.67%	29.31%	29,305.76
May 28, 2025	1,748.36	114.98	1,863.34	1.75%	27.56%	27,557.39
June 28, 2025	1,933.65	111.72	2,045.37	1.93%	25.62%	25,623.74
July 28, 2025	1,864.94	100.53	1,965.47	1.86%	23.76%	23,758.80
August 28, 2025	1,774.53	96.32	1,870.85	1.77%	21.98%	21,984.26
September 28, 2025	1,712.91	89.13	1,802.03	1.71%	20.27%	20,271.36
October 28, 2025	1,577.80	79.53	1,657.33	1.58%	18.69%	18,693.56

November 28, 2025	1,215.11	75.79	1,290.90	1.22%	17.48%	17,478.45
December 28, 2025	1,420.64	68.57	1,489.22	1.42%	16.06%	16,057.80
January 28, 2026	1,448.58	65.10	1,513.68	1.45%	14.61%	14,609.22
February 28, 2026	1,654.93	59.23	1,714.16	1.65%	12.95%	12,954.29
March 28, 2026	1,405.07	47.44	1,452.51	1.41%	11.55%	11,549.22
April 28, 2026	1,178.97	46.82	1,225.79	1.18%	10.37%	10,370.26
May 28, 2026	591.80	40.69	632.49	0.59%	9.78%	9,778.45
June 28, 2026	9,778.45	39.64	9,818.10	9.78%	0.00%	0.00
July 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
August 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
September 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
October 28, 2026	0.00	0.00	0.00	0.00%	0.00%	0.00
	100,000.00	10,714.84		100.00%		

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Class F Notes Cash Flows for each 100,000,00 EUR (Constant Prepayment Rate 5.06%)						
Payment Date	Amortisation	Gross Interest	Total	% Initial Balance	Note Balance %	Note Balance (EUR)
May 31, 2022			-100,000.00			100,000.00
August 29, 2022	3,330.00	1,687.50	5,017.50	3.33%	96.67%	96,670.00
September 28, 2022	3,330.00	543.77	3,873.77	3.33%	93.34%	93,340.00
October 28, 2022	3,330.00	525.04	3,855.04	3.33%	90.01%	90,010.00
November 28, 2022	3,330.00	523.18	3,853.18	3.33%	86.68%	86,680.00
December 28, 2022	3,330.00	487.58	3,817.58	3.33%	83.35%	83,350.00
January 28, 2023	3,330.00	484.47	3,814.47	3.33%	80.02%	80,020.00
February 28, 2023	3,330.00	465.12	3,795.12	3.33%	76.69%	76,690.00
March 28, 2023	3,330.00	402.62	3,732.62	3.33%	73.36%	73,360.00
April 28, 2023	3,330.00	426.41	3,756.41	3.33%	70.03%	70,030.00
May 28, 2023	3,330.00	393.92	3,723.92	3.33%	66.70%	66,700.00
June 28, 2023	3,330.00	387.69	3,717.69	3.33%	63.37%	63,370.00
July 28, 2023	3,330.00	356.46	3,686.46	3.33%	60.04%	60,040.00
August 28, 2023	3,330.00	348.98	3,678.98	3.33%	56.71%	56,710.00
September 28, 2023	3,330.00	329.63	3,659.63	3.33%	53.38%	53,380.00
October 28, 2023	3,330.00	300.26	3,630.26	3.33%	50.05%	50,050.00
November 28, 2023	3,330.00	290.92	3,620.92	3.33%	46.72%	46,720.00
December 28, 2023	3,330.00	262.80	3,592.80	3.33%	43.39%	43,390.00
January 28, 2024	3,330.00	252.20	3,582.20	3.33%	40.06%	40,060.00
February 28, 2024	3,330.00	232.85	3,562.85	3.33%	36.73%	36,730.00
March 28, 2024	3,330.00	199.72	3,529.72	3.33%	33.40%	33,400.00
April 28, 2024	3,330.00	194.14	3,524.14	3.33%	30.07%	30,070.00
May 28, 2024	3,330.00	169.14	3,499.14	3.33%	26.74%	26,740.00
June 28, 2024	3,330.00	155.43	3,485.43	3.33%	23.41%	23,410.00
July 28, 2024	3,330.00	131.68	3,461.68	3.33%	20.08%	20,080.00
August 28, 2024	3,330.00	116.72	3,446.72	3.33%	16.75%	16,750.00
September 28, 2024	3,330.00	97.36	3,427.36	3.33%	13.42%	13,420.00
October 28, 2024	3,330.00	75.49	3,405.49	3.33%	10.09%	10,090.00
November 28, 2024	3,330.00	58.65	3,388.65	3.33%	6.76%	6,760.00
December 28, 2024	3,330.00	38.03	3,368.03	3.33%	3.43%	3,430.00
January 28, 2025	3,330.00	19.94	3,349.94	3.33%	0.10%	100.00
February 28, 2025	100.00	0.58	100.58	0.10%	0.00%	0.00
March 28, 2025	0.00	0.00	0.00	0.00%	0.00%	0.00
	100,000.00	9,958.25		100.00%		

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4.11. Representation of the security holders

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

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

4.12. Resolutions, authorisations and approvals by virtue of which the securities have been created and/or issued**4.12.1. Corporate resolutions****(i) Resolutions to create the Fund, acquire the Receivables and issue of the Notes:**

The chief executive officer (*consejero delegado*) of the Management Company, in its resolutions passed on 3 February 2022 approved, amongst others: (i) to incorporate the Fund; (ii) to acquire the Receivables to be pooled in the Fund, and (iii) to issue the Notes.

(ii) Resolution to assign the Receivables:

The Board of Directors of the Originator, at its meeting held on 24 March 2022, approved, amongst others, the assignment of the Receivables owned by the Seller, once or several times, to the Fund.

4.12.2. Registration by CNMV

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

This Prospectus has been registered in the official registers of CNMV on 24 May 2022.

The Management Company and the Seller will grant the Deed of Incorporation of the Fund before the Subscription Date of the Notes.

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

The Management Company will submit:

- (i) a PDF-format copy of the Deed of Incorporation to CNMV for filing with the Official Registers, and
- (ii) a copy of the Deed of Incorporation to IBERCLEAR.

4.13. The issue date of the securities

Issue of the Notes shall be effected under the Deed of Incorporation on the Date of Incorporation.

4.13.1. Group of potential investors

The offering of the Notes is aimed at qualified investors for the purposes of article 39 of Royal Decree 1310/2005 and article 2(e) of the Prospectus Regulation, i.e. for descriptive purposes and not limited to legal persons authorised or regulated to operate in financial markets, including credit institutions, investment services companies, insurance companies, collective investment institutions and their management companies, pension funds and their management companies, other authorised or regulated financial entities, etc.

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

4.13.2. MIFID II/MIFIR and PRIIPS

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

The Notes shall not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of article 4(1) of MIFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, of the European Parliament and of the Council of 20 January 2016 on insurance distribution (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MIFID II or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document (*KID*) required by Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for package retail and insurance-based investment products (the **EU PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

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

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

4.13.3. UK MIFIR and UK PRIIPS

The potential investors in the Notes must carry out their own analysis on the risks and costs which UK MiFIR or their future technical standards may imply for the investment in Notes.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client, as defined in point (8) of article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the UK by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules

or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA; or (iii) not a qualified investor as defined in article 2 of the Prospectus Regulation as it forms part of the domestic law of the UK by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014, as it forms part of the domestic law of the UK by virtue of the EUWA (the **UK PRIIPS Regulation**), for offering or selling the notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPS Regulation.

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

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

4.13.4. Disbursement date and form

The **Disbursement Date** will be 31 May 2022.

The disbursement of the Notes will be made in accordance with the Management and Subscription Agreement.

The issue price of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will be at par.

On the Disbursement Date, the Seller will pay to the Fund on or before 15:00 am CET the subscription price of the Notes by crediting the Treasury Account. However, under the Management and Subscription Agreement, the Seller will have the right to set-off the payment of the subscription price of the Notes against the payment obligations of the Fund vis-à-vis the Seller that are due and payable on the Disbursement Date (including, without limitation, any Acquisition Amount to be paid by the Fund to the Seller for the purchase of the Initial Receivables).

On the Disbursement Date, the Paying Agent will book the Notes to the account or accounts in Iberclear designated by the Billing and Delivery Agent on a delivery free of payment basis.

4.14. Restrictions on free transferability of securities

The Notes shall be freely transferred by any means allowed by law and in accordance with AIAF standards and procedures. The ownership of each Note will be transferred by book-entry transfer. The registration of the transfer in favour of the acquirer in the book-entry register will have the same effects as the transfer (*entrega*) of the Notes and, as from such time, the transfer may not be challenged by third parties.

4.15. If different from the Issuer, identity, and contact data of the securities offeror and (or person applying for admission of securities to trading)

Not applicable.

5. ADMISSION TO TRADING AND DEALING ARRANGEMENTS

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

On the Disbursement Date, the Management Company will immediately request the admission of all the Notes to trading on AIAF, which is an official secondary securities market pursuant to article 43.2.d) of the Securities Market Act.

The Management Company will also, on behalf of the Fund, request the inclusion of the issue of the Notes in IBERCLEAR so that clearing and settlement may be carried out under the operating rules established (or that may be approved in the future) by IBERCLEAR regarding securities admitted to trading on AIAF and represented by book-entries.

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

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

In the event that the Management Company fails to meet the thirty (30) calendar days deadline for the admission of the Notes to trading, it undertakes to:

- (i) publish an inside information communication (*comunicación de información privilegiada*) or other relevant fact communication (*comunicación de otra información relevante*) with CNMV,
- (ii) to make an announcement in the EU Securitisation Repository for the purposes of article 7 of the EU Securitisation Regulation, and
- (iii) make the corresponding announcement in the daily bulletin of AIAF or in any other media generally accepted by the market which guarantees adequate dissemination of the information, in time and content,

where it shall communicate the reasons for such breach and the new date for admission of the Notes to trading, without prejudice to the possible liability of the Management Company if the breach is due to reasons attributable to it.

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

5.2. Paying agent and depository institutions

5.2.1. **Paying Agent**

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

The Management Company, in the name and on behalf of the Fund, shall enter into a paying agency agreement with BNPP (the **Paying Agency Agreement**) to service the issue of the Notes, the most significant terms of which are summarised in section 3.4.8.2 of the Additional Information.

5.2.2. Depository Institutions

Not applicable.

6. EXPENSES OF THE ADMISSION TO TRADING

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

The expected expenses arising from the incorporation of the Fund and issue and admission to trading of the Notes amount to ONE MILLION FIVE HUNDRED THOUSAND EUROS (€ 1,500,000).

These expenses include, *inter alia*, the registration of the prospectus with CNMV, AIAF and IBERCLEAR, the Rating Agencies, the legal advisors, the Auditor, the Arranger, the Management Company, the Third-Party Verification Agent, Intex, Bloomberg, notarial fees and translation fees (the **Initial Expenses**).

The Initial Expenses will be paid out of the proceeds from the Start-Up Expenses Loan Agreement.

7. ADDITIONAL INFORMATION

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

A&O participates as legal advisor with respect to the structure of the transaction, has reviewed the legal regime and tax rules applicable to the Fund set out in section 4.5.4 of the Registration Document in its capacity as an independent third party, and shall issue the legal opinion required under article 20.1 of the EU Securitisation Regulation.

Pérez-Llorca participates as legal advisor to the Arranger and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger.

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

Deloitte, S.L. has issued a Special Securitisation Report on the Preliminary Portfolio for the purposes of complying with the provisions of article 22 of the EU Securitisation Regulation, on the fulfilment of the Eligibility Criteria set out in section 2.2.2 of the Additional Information. In addition, Deloitte, S.L. has verified the accuracy of the data disclosed in the stratification tables included in section 2.2.2.1 of the Additional Information, and the CPR tables included in section 4.10 of this Securities Notes.

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

Not applicable.

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

7.3.1. Ratings

On 6 May 2022, the Notes included in this Securities Note were given the following provisional ratings by the Rating Agencies:

	Moody's	DBRS
Class A Notes	Aa2 (sf)	AA (low) (sf)
Class B Notes	A3 (sf)	A (sf)
Class C Notes	Baa2 (sf)	BBB (sf)
Class D Notes	Ba1 (sf)	BB (high) (sf)
Class E Notes	B1 (sf)	B (sf)
Class F Notes	Not rated	

Such provisional ratings remain in force as of the date of this Prospectus.

Failure by the Rating Agencies to confirm any of the provisional credit ratings of the Rated Notes as final (unless such provisional ratings are upgraded) on or prior to the Disbursement Date will be immediately reported to CNMV and made public as provided in section 4 of the Additional Information. This circumstance will result in the cancellation of the incorporation of the Fund, the termination of the issue of the Notes and the purchase of the Initial Receivables and the termination of all Transaction Documents executed by the Management Company on behalf of the Fund (except for the Start-Up Expenses Loan Agreement).

7.3.2. Ratings considerations

The meaning of the ratings assigned to the Notes by the Rating Agencies can be reviewed at those Rating Agencies' websites, respectively:

- (i) www.moodys.com; and
- (ii) www.dbrsmorningstar.com.

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

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

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

7.3.2.1. Registration of Rating Agencies

- (i) On 31 October 2011, Moody's was registered and authorised by the ESMA as *European Union Credit Rating Agencies* in accordance with the provisions of the CRA Regulation.
- (ii) On 14 December 2018, DBRS was registered and authorised by ESMA as *European Union Credit Rating Agencies* in accordance with the provisions of the CRA Regulation.

For these purposes, **CRA Regulation** means Regulation (EC) no. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as subsequently amended

7.3.2.2. Description of each Rating Agency ratings

7.3.2.2.1 *Moody's*

Moody's global long-term rating scale appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

- (i) **Aaa (sf)**: Obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk.
- (ii) **Aa (sf)**: Obligations rated Aa are judged to be of high quality and are subject to very low credit risk.
- (iii) **A (sf)**: Obligations rated A are judged to be upper-medium grade and are subject to low credit risk.
- (iv) **Baa (sf)**: Obligations rated Baa are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics.
- (v) **Ba (sf)**: Obligations rated Ba are judged to be speculative and are subject to substantial credit risk.
- (vi) **B (sf)**: Obligations rated B are considered speculative and are subject to high credit risk.
- (vii) **Caa (sf)**: Obligations rated Caa are judged to be speculative of poor standing and are subject to very high credit risk.
- (viii) **Ca (sf)**: Obligations rated Ca are highly speculative and are likely in, or very near, default, with some prospect of recovery of principal and interest.
- (ix) **C (sf)**: Obligations rated C are the lowest rated and are typically in default, with little prospect for recovery of principal or interest.

7.3.2.2.2 *DBRS*

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

- (i) **AAA (sf)**: Highest credit quality. The capacity for the payment of financial obligations is exceptionally high and unlikely to be adversely affected by future events.
- (ii) **AA (sf)**: Superior credit quality. The capacity for the payment of financial obligations is considered high. Credit quality differs from AAA only to a small degree. Unlikely to be significantly vulnerable to future events.
- (iii) **A (sf)**: Good Credit quality. The capacity for the payment of financial obligations is substantial, but of lesser credit quality than AA. May be vulnerable to future events, but qualifying negative factors are considered manageable.

- (iv) **BBB (sf)**: Adequate credit quality. The capacity for the payment of financial obligations is considered acceptable. May be vulnerable to future events.
- (v) **BB (sf)**: Speculative, non-investment-grade credit quality. The capacity for the payment of financial obligations is uncertain. Vulnerable to future events.
- (vi) **B (sf)**: Highly speculative credit quality. There is a high level of uncertainty as to the capacity to meet financial obligations.
- (vii) **CCC / CC / C (sf)**: Very highly speculative credit quality. In danger of defaulting on financial obligations. There is little difference between these three categories, although CC and C ratings are normally applied to obligations that are seen as highly likely to default or subordinated to obligations rated in the CCC to B range. Obligations in respect of which default has not technically taken place but is considered inevitable may be rated in the C category.
- (viii) **D (sf)**: When the issuer has filed under any applicable bankruptcy, insolvency or winding up statute or there is a failure to satisfy an obligation after the exhaustion of grace periods, a downgrade to D may occur. DBRS® may also use SD (Selective Default) in cases where only some securities are impacted, such as the case of a “distressed exchange”. See Default Definition for more information.

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

(Annex 19 of the Prospectus Delegated Regulation)

1. THE SECURITIES

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

The securitisation transaction described in this Prospectus is intended to qualify as a simple, transparent and standardised securitisation (STS securitisation) within the meaning of article 18 of the EU Securitisation Regulation. Consequently, on or about the Date of Incorporation (and in any case within fifteen (15) calendar days from the Date of Incorporation), PSA Financial Services, as Originator, will submit an STS notification to the ESMA Register of STS notifications in accordance with article 27 of the EU Securitisation Regulation (the **STS Notification**), pursuant to which compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation shall be notified to ESMA with the intention that the securitisation transaction described in this Prospectus is included in the ESMA Register of STS notifications for the purposes of article 27(5) of the EU Securitisation Regulation.

The Management Company, by virtue of a delegation by the Originator, shall notify CNMV in its capacity as competent authority of the submission of such mandatory STS Notification to ESMA, attaching such notification.

1.2. STS compliance

None of the Management Company, on behalf of the Fund, the Seller (in its capacity as originator), the Arranger or any other party to the Transaction Documents gives any explicit or implied representation or warranty as to (i) the inclusion of this securitisation transaction in the list administered by ESMA within the meaning of article 27(5) of the EU Securitisation Regulation, and (ii) whether this securitisation transaction shall be recognised or designated as “STS” or “simple, transparent and standardised” within the meaning of article 18 of the EU Securitisation Regulation after the date of notification to ESMA.

The status of the STS Notification is not static and investors should conduct their own research regarding the status of the STS Notification on the ESMA Register of STS notifications.

The Seller, as originator, shall be responsible for the fulfilment of the requirements of articles 19 to 22 of the EU Securitisation Regulation and shall immediately notify ESMA and inform its competent authority when the transaction no longer meets the requirements of articles 19 to 22 of the EU Securitisation Regulation.

1.3. Third-Party Verification

The Seller, as originator, has used the services of PCS, as a Third-Party Verification Agent (STS), in connection with the STS Verification. It is expected that the STS Verification prepared by PCS:

- (i) will be issued on or prior to the Date of Incorporation of the Fund, and

- (ii) will be available for investors on PCS's website (<https://www.pcsmarket.org/sts-verification-transactions/>) together with a detailed explanation of its scope at <https://www.pcsmarket.org/disclaimer>.

The STS Verification is not a recommendation to buy, sell or hold securities, is not investment advice whether generally or as defined under MiFID II and is not a credit rating whether generally or as defined under the CRA Regulation or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended from time to time, the **Exchange Act**). PCS is not an "expert" as defined in the Securities Act.

PCS is not a law firm and nothing in the STS Verification constitutes legal advice in any jurisdiction. PCS is authorised by the *Autorité des Marchés Financiers* (AMF) in France, pursuant to Article 28 of the EU Securitisation Regulation, to act as a third-party verifying STS compliance. This authorisation covers STS Verifications in the European Union.

By providing the STS Verification in respect of any securities, PCS does not express any views about the creditworthiness of the Notes or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for the Notes. Investors should conduct their own research regarding the nature of the STS Verification and must read the information set out in <http://pcsmarket.org>. In the provision of the STS Verification, PCS has based its decision on information provided directly and indirectly by the Seller. PCS does not undertake its own direct verification of the underlying facts stated in the Prospectus, deal sheet, documentation or certificates for the Notes and the completion of the STS Verification is not a confirmation or implication that the information provided by or on behalf of the Seller as part of the STS Verification is accurate or complete.

In completing an STS Verification, PCS bases its analysis on the STS criteria appearing in Articles 20 to 22 of the EU Securitisation Regulation together with, if relevant, the appropriate provisions of Article 43. Unless specifically mentioned in the STS Verification, PCS relies on the English version of the EU Securitisation Regulation. In addition, Article 19(2) of the EU Securitisation Regulation requires the European Banking Authorities, from time to time, to issue guidelines and recommendations interpreting the STS criteria. The European Banking Authority (EBA) has issued the EBA STS Guidelines for Non-ABCP Securitisations. The task of interpreting individual STS criteria rests with national competent authorities (NCAs). Any NCA may publish or otherwise publicly disseminate from time to time interpretations of specific criteria (**NCA Interpretations**). The STS criteria, as drafted in the EU Securitisation Regulation, are subject to a potentially wide variety of interpretations. In compiling an STS Verification, PCS uses its discretion to interpret the STS criteria based on (a) the text of the EU Securitisation Regulation, (b) any relevant guidelines issued by EBA and (c) any relevant NCA Interpretation. There can be no guarantees that any regulatory authority or any court of law interpreting the STS criteria will agree with the interpretation of PCS. There can be no guarantees that any future guidelines issued by the EBA or NCA Interpretations may not differ in their approach from those used by PCS in interpreting any STS criterion prior to the issuance of such new guideline or interpretation. In particular, guidelines issued by EBA are not binding on any NCA. There can be no guarantees that any interpretation by any NCA will be the same as that set out in the EBA guidelines and therefore used, prior to the publication of such NCA Interpretation, by PCS in completing an STS Verification. Although PCS will use all reasonable endeavours to ascertain the position of any relevant NCA as to STS criteria interpretation, PCS cannot guarantee that it will have been made aware of any NCA Interpretation in cases where such interpretation has not been officially published by the relevant NCA. Accordingly, the provision of an STS Verification is only an opinion by PCS and not a statement of fact. It is not a guarantee or warranty that any national competent authority, court, investor or any other person will accept the STS status of the relevant securitisation.

All PCS services speak only as of the date on which they are issued. PCS has no obligation to monitor (nor any intention to monitor) any securitisation which is the subject of any STS Verification. PCS has no obligation and does not undertake to update any STS Verification to account for (a) any change of law or regulatory interpretation or (b) any act or failure to act by any person relating to those STS criteria that speak to actions taking place following the close of any transaction such as, without limitation, the obligation to continue to provide certain mandated information.

It is expected that the STS Verification prepared by PCS, together with detailed explanations of its scope, will be available on the website of PCS ([https:// https://pcsmarket.org/sts-verification-transactions/](https://pcsmarket.org/sts-verification-transactions/)).

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

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

1.4. The minimum denomination of an issue

The Fund, which is represented by the Management Company, will be incorporated with the Initial Receivables that the Seller will assign to the Fund on the Date of Incorporation, the principal amount of which will be equal to or slightly lower than SEVEN HUNDRED MILLION EUROS (€ 700,000,000), which is equal to the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes as of the Date of Incorporation.

The Fund shall issue the Class F Notes with an aggregate nominal value of FIVE MILLION NINE HUNDRED THOUSAND EUROS (€ 5,900,000), which shall be used to fund the Cash Reserve up to the Initial Cash Reserve Amount, which will be deposited in the Treasury Account.

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

Not applicable.

2. THE UNDERLYING ASSETS

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

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

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

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

2.2. Assets backing the issue

A) Receivables

The Fund will pool in its assets the Receivables arising from Loans granted by the Seller to Borrowers, who are individuals resident in Spain as of the date of execution of the relevant Loan Agreement, for the financing of the acquisition of New Vehicles or Used Vehicles, which have been granted pursuant to Law 16/2011, of 24 June, on consumer credit agreements (**Law 16/2011**) (and, with respect to the Additional Receivables, pursuant to Law 16/2011 and/or any other relevant regulations applicable from time to time).

The Loans from which the Receivables arise are Amortising Loans and Balloon Loans:

- (i) **Amortising Loans** are Loans amortising on the basis of fixed monthly instalments of equal amounts throughout the term of the relevant Loan, up to and including maturity.
- (ii) **Balloon Loans** are Loans with a balloon payment, amortising on the basis of equal monthly instalments, but with a Balloon Instalment.

The characteristics and requirements to be met by the Receivables to be assigned to the Fund are described in the sections below and in the Deed of Incorporation.

B) Maximum Receivables Amount

The maximum amount of the Outstanding Balance of the Receivables pooled in the Fund on the Initial Assignment Date will be equal to or slightly lower than SEVEN HUNDRED MILLION EUROS (€ 700,000,000) (the **Maximum Receivables Amount**), equivalent to the aggregate nominal amount of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

C) Collateral

All the Loan Agreements from which the Loans included in the Preliminary Portfolio arise have a reservation of title provision (*cláusula de reserva de dominio*) and have been executed as a private agreement (*contrato privado*) following the official form. However, not all those reservation of title provisions are registered with the Register of Instalment Sales of Movable Properties (*Registro de Venta a Plazos de Bienes Muebles*), as further described in section 2.2.2.3.7 of the Additional Information.

The legal nature, effects and enforcement process under Spanish law of the reservation of title provisions, as well as the differences between (i) the formalisation of the Loan Agreement as a private document in the official form or as a Public Document, and (ii) its registration in the Register of Instalment Sales of Movable Properties, are described in section 2.2.7.6 of the Additional Information.

D) Further description of the Balloon Loans

Options of the Borrowers at maturity

Under the Balloon Loans, PSA Financial Services offers the Borrower the following four (4) options at maturity of the Loan for the payment of the Balloon Instalment:

- (i) Option #1: the Borrower (i) returns the relevant Vehicle as payment of the Balloon Instalment as provided by Option #4 below, without paying the Balloon Instalment in cash and (ii) enters with the Seller into a new financing transaction in similar terms for the acquisition of another Vehicle. Such new financing will be considered a new financing transaction between the Seller and the Borrower.
- (ii) Option #2: the Borrower: (i) keeps the relevant Vehicle; and (ii) requests to the Seller a refinancing of the Balloon Instalment. Such refinancing will be considered a new financing transaction between the Seller and the Borrower. With regard to the payment of the Balloon Instalment to the Fund, according to the disbursement mechanics of such new financing transaction between the Seller (as lender), and the Borrower (as debtor) an amount equal to the Balloon Instalment shall be credited by the Seller in favour of the Fund, on behalf of the Borrower, in order to repay and cancel the Balloon Loan.
- (iii) Option #3: the Borrower: (i) keeps the relevant Vehicle; and (ii) pays in cash the Balloon Instalment.
- (iv) Option #4: the Borrower (i) returns the relevant Vehicle as payment of the Balloon Instalment and final repayment of the Balloon Loan, without paying in cash the Balloon Instalment. Therefore, the payment by the relevant Borrower of the Balloon Instalment is made by means of the delivery of the Vehicle.

As described above, in all Options #1 to #4 exercised by the Borrower, the relevant Balloon Loan is contractually set to be amortised at its agreed maturity.

In addition, the new financing transactions foreseen in Option #1 or Option #2 are considered as different financing transactions between the Seller and the relevant Borrower and therefore, outside the perimeter of the Fund (unless those new financing transactions assigned to the Fund as Additional Receivables).

Conditions that the Borrowers shall fulfil in order to select Options #1 or #4

For those options involving the return of the Vehicle by the relevant Borrower (i.e. Option #1 and Option #4), the Balloon Loans establish a number of conditions that must be fulfilled by the relevant Borrower:

- (i) the Borrower shall authorise the Seller to: (i) arrange for the sale of the relevant Vehicle and (ii) use the proceeds of such sale to amortise the Balloon Instalment;
- (ii) none of prior instalments under the Balloon Loan, nor any other obligations thereunder, shall be due and not paid; and
- (iii) fulfilment of certain additional conditions and certain several elements of the Vehicle shall be observed at the moment of its delivery, e.g.: (i) mileage below the agreed threshold (ii) certain Vehicle's features shall be in good standing (tires, electric and mechanic components, etc.); (iii) maintenance of the Vehicle must have followed the agreed manual; and (iv) the Vehicle's permit must be signed together with the transfer documentation, and must be free and clear of charges, liens and encumbrances as well as fines, taxes, and any other charges (other than reservation of title provisions in favour of the Seller).

If these conditions are not fulfilled by the relevant Borrower, then Option #1 or Option #4 (that involve the return of the financed Vehicle) cannot be chosen - being exclusively available to the Borrower Option #2 or Option #3.

Repurchase of the Vehicles in case Option #1 or Option #4 is chosen by the Borrowers

In case that the Borrowers opt for Option #1 or Option #4 under the Balloon Loans (which implies the return of the Vehicles as final repayment of the Balloon Loan, without paying in cash the Balloon Instalment), the Vehicles will be repurchased by either:

- (i) the relevant Adhered Concessionaire, in case it had exercised its purchase option under the Marketing Action; or
- (ii) PSAG, which would be obliged to repurchase the relevant Vehicle in accordance with the terms of the Global Agreement.

The purchase price paid by the relevant Adhered Concessionaire or PSAG (as applicable) under the Marketing Action or the Global Agreement (which, in both cases, will be equal to the Balloon Instalment under the relevant Balloon Loan) will then be transferred by the Seller in favour of the Fund and will be applied towards payment of the Balloon Instalment (and hence towards the full repayment of the Balloon Loan).

The terms and conditions of the repurchase obligation of PSAG under the Global Agreement and the repurchase option of the Adhered Concessionaires under the Marketing Action are summarised below.

Repurchase obligation of PSAG under the Global Agreement. Terms and conditions of the Global Agreement

Pursuant to the Global Agreement, PSAG undertakes *vis-à-vis* the Seller to purchase the relevant Vehicle in case that the Borrowers under the Balloon Loans choose either Option #1 or Option #4 described above, for a purchase price equal to the guaranteed value (*valor final garantizado*) of the Vehicle indicated in the Balloon Loan Agreement.

In this regard, the Global Agreement envisages certain terms and conditions in connection with the compliance by PSAG of its obligation to repurchase the relevant Vehicles. In particular, but without limitation, under the Global Agreement:

- (i) PSAG agrees to calculate the repurchase price of the Vehicles financed under a Balloon Loan at the time of entering into each Balloon Loan Agreement.
- (ii) The repurchase price of the Vehicle under the Global Agreement is equal to the amount of relevant Balloon Instalment under the Balloon Loan.
- (iii) PSAG guarantees to PSA Financial Services the repurchase of the Vehicles returned by the Borrowers in case that the relevant Borrowers choose Option #1 or Option #4 at maturity of the Balloon Loan. For such purposes, the Borrower must deliver the relevant Vehicle to the same concessionaire where such Vehicle was originally sold (or a substitute concessionaire indicated by PSAG).
- (iv) PSAG is contractually bound to repurchase the Vehicle within 45 calendar days since the date of its return by the Borrower in the relevant concessionaire.
- (v) Independently from the obligation to repurchase the vehicle, the Seller shall pay to PSAG the amounts derived from the depreciation of the Vehicle returned by the Borrower due to, among others, (i) excess mileage; (ii) repairs; (iii) liens, charges and encumbrances; or (iv) any other circumstances affecting the price of the Vehicle as foreseen in the conditions for exercising Option #1 or Option #4 under the Balloon Loan), irrespective of the fact that the

relevant Borrower has paid such amounts to the Seller. Additionally, in the event that a Vehicle is delivered to PSAG within the maximum contractual term of 45 calendar days without the complete documentation for the disposal of the Vehicle by PSAG, the final guaranteed price shall be adjusted depending on the time elapsed between the date of delivery of the Vehicle and the date of delivery of the complete documentation, on a basis of -0.5% per month during the first three months and on a basis of -1.5% per month since the fourth month. These percentages will be applied over the sum of (i) the free manufacturing price (*precio franco de fábrica*) and (ii) the options and accessories of the new vehicle.

The payment of these amounts by the Seller to PSAG shall be made within 15 days from the payment of the purchase price by PSAG to the Seller, regardless of the success of the corresponding claim from the Seller vis-à-vis the relevant Borrower under the relevant Balloon Loan. For clarification purposes, the payment by PSAG of the purchase price to the Seller shall not be affected in any way by the obligation of the Seller to pay the relevant depreciation amounts, either in connection with the same Balloon Loan or in connection with any other Balloon Loans.

The term of the Global Agreement is one year from its execution date (i.e. 26 November 2019), but is automatically extended for subsequent periods of one calendar year (i.e. from 1 January to 31 December) unless one of the parties thereto requests its termination with at least one (1) month's prior request to the other party. The Global Agreement does not include any early termination provisions.

Upon termination of the Global Agreement, PSAG shall have no obligation to purchase new Vehicles financed by means of Balloon Loans; however, PSAG will still be bound to purchase any Vehicles financed by means of Balloon Loans prior to the termination date of the Global Agreement.

The Global Agreement is governed under Spanish law and the Courts of the city Madrid have jurisdiction to settle any disputes arising therefrom.

Finally, as of the date of the registration of this Prospectus, the Seller and PSAG have complied with the terms and conditions of the Global Agreement since its formalisation (i.e. November 26, 2019), without incidences.

Repurchase option of the Adhered Concessionaires under the Marketing Action. Other relevant data about the Marketing Action

In July 2020, PSAG and PSA Financial Services initiated a marketing action addressed to the concessionaires of the Peugeot, Citroën and DS brands (the **Marketing Action**) for an initial duration of three (3) months and which has been extended since then on a quarterly (during 2020) or semi-annual basis (from 2021 onwards). Pursuant to the Marketing Action, PSA Financial Services offers the concessionaires adhered to such Marketing Action (the **Adhered Concessionaires**) the possibility to acquire the Vehicles returned by the Borrowers in accordance with Option #1 or Option #4 of the Balloon Loans.

If the Adhered Concessionaire exercises its option to repurchase the Vehicle under the Marketing Action, the purchase price of the Vehicle will be equal to the relevant Balloon Instalment under the Balloon Loan. In such case, the relevant Adhered Concessionaires shall acquire the relevant Vehicle upon return by the Borrower but in any case on or before the maturity date of the Balloon Loan.

In accordance with the Marketing Action:

- (i) the Adhered Concessionaire must communicate to PSAG its decision to exercise the option to repurchase the Vehicle in accordance with the Marketing Action at any time until and including the maturity date of the Balloon Loan; and
- (ii) only the payment of the purchase price of the Vehicle by the Adhered Concessionaire on or before maturity of the relevant Balloon Loan will be deemed to be the exercise of the repurchase option of the Adhered Concessionaire.

In case that the Adhered Concessionaire does not pay the purchase price of the Vehicle on or before maturity of the relevant Balloon Loan, the repurchase option of the Adhered Concessionaire will be deemed not exercised. In such case, and given that the repurchase option of the Adhered Concessionaire under the Marketing Action is independent from the obligation of PSAG to repurchase the Vehicle under the Global Agreement, PSAG would be obliged to repurchase the Vehicle subject to the terms and conditions of the Global Agreement.

With regard to the payment of the purchase price by the Adhered Concessionaire, the latter can use any of the following methods:

- (i) up to 15 calendar days prior to the maturity date of the Balloon Loan, by drawing a credit facility entered into with PSA Financial Services; or
- (ii) within the prior 15 calendar days and until the maturity date of the Balloon Loan, by means of (A) set-off under a netting account opened with PSA Financial Services or (B) by bank transfer to the account indicated by PSA Financial Services.

In addition, in the event that an Adhered Concessionaire decides to exercise the repurchase option under the Marketing Action and the Vehicle has suffered any “depreciation” in its value, such as (i) mileage above the agreed threshold; (ii) standing of a number of Vehicle’s features (tires, electric and mechanic components, etc.); (iii) deficient maintenance of the Vehicle, the Adhered Concessionaire is still required to pay PSA Financial Services the purchase price of the Vehicle in full. However, subsequently and independently from the obligation of the Adhered Concessionaire to pay such purchase price, the Seller may be required to pay to the Adhered Concessionaire the amounts corresponding to such depreciation.

For the avoidance of doubt, in the event that the Adhered Concessionaire paid the purchase price of the Vehicle:

- (i) by means of drawdown by the relevant Adhered Concessionaire under the credit facility entered into with PSA Financial Services described in limb (i) above, the date on which the drawdown is made in accordance with the credit agreement entered into with the relevant Adhered Concessionaire will be understood as the date of “receipt” by PSA Financial Services of the relevant amounts for the purposes of section 3.4.6 of the Additional Information;
- (ii) by means of set-off under the netting account opened with PSA Financial Services described in limb (ii)(A) above, the date on which the relevant annotation is made in the netting account for an amount equal to the purchase price of the Vehicle in accordance with the netting account agreement entered into between the Adhered Concessionaire and PSA Financial Services will be understood as the date of “receipt” by PSA Financial Services of the relevant amounts for the purposes of section 3.4.6 of the Additional Information; and

- (1) by means of transfer to the bank account indicated by PSA Financial Services described in limb (ii)(B) above, the date on which the amount equal to the purchase price of the Vehicle is credited to the relevant bank account indicated by PSA Financial Services will be understood as “receipt” by PSA Financial Services of the relevant amounts for the purposes of section 3.4.6 of the Additional Information.

Summary of payments under the Global Agreement and the Marketing Action and their treatment in the transaction

As described in section 3.3.2.3 of the Additional Information, the scope of the assignment of the Receivables in favour of the Fund shall cover any amounts due by PSAG or the Adhered Concessionaire in accordance with the Global Agreement or the Marketing Action. However, it shall in no event cover any obligations of the Seller thereunder. Therefore, any payment obligations of the Seller under the Global Agreement or the Marketing Action (including, without limitation, the obligation to pay any depreciation amounts to PSAG or the Adhered Concessionaire) shall be borne by the Seller and shall not be transferred to the Fund.

Therefore:

- (i) With regard to payments under the Global Agreement

Pursuant to the Deed of Incorporation and the Master Sale and Purchase Agreement:

- (a) Any payments received by the Seller in relation to the purchase price of the Vehicle (equal to the Balloon Instalment) will be transferred to the Fund as part of the collections under the Receivables arising from the relevant Balloon Loan and will therefore be part of the Available Funds.
- (b) Conversely, any obligations of the Seller to pay PSAG any amounts due under the Global Agreement (including, without limitation, any depreciation amounts) is not assigned to the Fund and therefore shall remain at all times with the Seller.

- (ii) With regard to payments under the Marketing Action

Pursuant to the Deed of Incorporation and the Master Sale and Purchase Agreement:

- (a) Any payments received by PSA Financial Services in relation to the purchase price of the Vehicle (equal to the Balloon Instalment) will be transferred to the Fund as part of the collections Receivables arising from the relevant Balloon Loan and will therefore be part of the Available Funds. In particular:
- (1) In case that the Adhered Concessionaire decides to pay the purchase price of the Vehicle with a drawdown under the credit facility entered into with the Seller, the Seller shall transfer the amount corresponding to the purchase price of the Vehicle to the Fund as part of the collections under the Receivables.
- (2) In case that the Adhered Concessionaire decides to pay the purchase price of the Vehicle by means of set-off under a netting account opened with the Seller, the Seller shall transfer an amount equivalent to the purchase price to the Fund as part of the collections under the Receivables.
- (3) In case that the Adhered Concessionaire decides to pay the purchase price of the Vehicle by means of transfer to the bank account indicated by the Seller, the Adhered Concessionaire shall transfer the relevant amount to the bank

account indicated by the Seller and the Seller shall in turn transfer an amount equivalent to such purchase price to the Fund as part of the collection under the Receivables.

- (b) Conversely, any Seller's obligation to pay to the Adhered Concessionaire any amounts due by the Seller under the Marketing Action (including, without limitation, any depreciation amounts) is not assigned to the Fund and therefore shall remain at all times with the Seller.

Origination years of Balloon Loans

All of the Balloon Loans from which the corresponding Receivables to be transferred to the Fund arise have been originated from the year 2016 (included) onwards.

Historic data of options selected by Borrowers

The following table shows the historic data of the Seller regarding the options chosen by debtors of Balloon Loans since year 2017:

	Option #1	Option #2	Option #3	Option #4	Total
2017	9%	29%	42%	21%	100%
2018	15%	23%	33%	29%	100%
2019	18%	16%	34%	32%	100%
2020	20%	21%	32%	26%	100%
2021	22%	26%	35%	17%	100%

Legal background applicable to the repurchase obligation by PSAG or the Adhered Concessionaires – STS requirements

The EU Securitisation Regulation and the relevant EBA guidelines on the STS criteria for non-ABCP securitisation (EBA/GL/2018/09) set out a legal background for the repurchase obligation by a third party in the following terms:

- (i) Article 20.13 of the EU Securitisation Regulation establishes that *“The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures. This shall not prevent such assets from being subsequently rolled-over or refinanced.”*

As per the “predominance” mentioned in such provision, the EBA guidelines on the STS criteria for non-ABCP securitisation (EBA/GL/2018/09) in section 4.6 (No predominant dependence on the sale of assets (article 20(13))) has laid out the characteristics that establish the “predominance” test.

- (ii) Moreover, second paragraph of article 20.13 of the EU Securitisation Regulation establishes an exception for a securitisation transaction not being considered dependant on the sale of assets: *“The repayment of the holders of the securitisation positions whose underlying exposures are secured by assets the value of which is guaranteed or fully mitigated by a repurchase obligation by the seller of the assets securing the underlying exposures or by another third party shall not be considered to depend on the sale of assets securing those underlying exposures.”*

Moreover, the EBA guidelines on the STS criteria for non-ABCP securitisation (EBA/GL/2018/09) in paragraph 50 (Exemption provided in the second subparagraph of

article 20(13) of the EU Securitisation Regulation) has established that the seller and the third party shall meet two conditions: (a) they are not insolvent; (b) there is no reason to believe that the entity would not be able to meet its obligations under the guarantee or the repurchase obligation.

For more information about STS requirements, please see section 1.1. of the Additional Information above, regarding the intention of the securitisation transaction described in this Prospectus to qualify as an STS securitisation.

Accounting of the Balloon Loans

From an accounting perspective, all the receivables arising from the Balloon Loans (including the Balloon Instalment) were recorded by the Seller, at the time of entering into each relevant Loan Agreement, as an existing receivable (*derecho de crédito presente*) and therefore is a credit right that can be assigned to the Fund in accordance with articles 15 and 16 of Law 5/2015.

Estimated exposure to PSAG

The estimated exposure of the Fund to PSAG under the Global Agreement can be calculated considering the following parameters:

- (i) Percentage of the Receivables in the Preliminary Portfolio that arise from a Balloon Loan, as per the stratification table in section 2.2.2.5.1 below.
- (ii) Percentage of the Balloon Instalment in the Balloon Loans within the Preliminary Portfolio.

As of the Portfolio Cut-Off Date: (x) the current amount of the Balloon Instalments in the Preliminary Portfolio is € 392,303,010, and (y) the Outstanding Balance of the Receivables arising from Balloon Loans in the Preliminary Portfolio is €487,024,840. Therefore, the proportion of Balloon Instalments out of the Outstanding Balance of Receivables arising from the Balloon Loans in the Preliminary Portfolio is 80.55%.

- (iii) Aggregate percentage of Option #1 and Option #4 selected by the debtors from 2016 to 2022 (weighted average by number of loans), as per the data on the behaviour of debtors of this type of product that is available to the Seller. As described above, the exercise by the Borrower of Option #1 and Option #4 involve the return of the Vehicle, triggering the purchase undertaking by PSAG in the terms explained above.

The summary of these three parameters is the following:

Balloon Loans as % of the Outstanding Balance of the Receivables in Preliminary Portfolio		Balloon Instalments as % of Outstanding Balance of the Receivables arising from Balloon Loans in the Preliminary Portfolio		Debtors' behaviour From 2016 to 2021 (Option #1 + Option #4)		Exposure to PSAG
57.45%	x	80.55%	x	41.71%	=	19.30%

Accordingly, the estimated exposure to PSAG under the Global Agreement is 19.30% of the Preliminary Portfolio.

Financial data of PSAG for the financial years 2020 and 2021 (in EUR) without qualifications.

PSAG's main business purpose is (i) selling, repairing and maintaining vehicles (ii) selling spare parts and accessories (iii) the renting of vehicles and (iv) selling products and services in connection with vehicle activities.

The following financial information of PSAG for the financial years 2020 and 2021 is included in section 3.5.B) below:

- (i) Balance sheet; and
- (ii) Income statement.

Criteria of PSAG for identifying the final guaranteed values

From an operating point of view, PSAG schedules a quarterly meeting of its "residual values committee". The participants in such meetings are the main business areas, together with the management of Peugeot, Citroën and DS, the management of the VO area and the management of the control area. The Seller is invited to attend such meetings as a "listening guest", attending the management, sales and marketing area. Such "residual values committee" periodically establishes the values of the vehicles to be financed under a balloon structure.

PSAG internally calculates the amounts of the final guaranteed values for each Balloon Loan, considering the characteristics of the relevant financed Vehicle. As foreseen in the Global Agreement, PSAG conducts this valuation "considering the statistical reports that are available, that establish the percentages or depreciation by years and models, and taking into account the convenience of providing a sufficient margin between the final guaranteed value and the future market price, therefore allowing to reduce as much as possible the impairments caused by downside fluctuations (not foreseen) in the market price for used vehicles".

Judicial actions in the event of enforcement against PSAG

In the event that PSAG defaults in its obligation to purchase the relevant Vehicles financed with a Balloon Loan under the Global Agreement, then the Fund would have, among others, the following legal courses of action:

- (i) *First:* a court ordinary, declarative process. However, in the event of PSAG's bankruptcy, this course of action would be substituted by a communication of credits (*comunicación de créditos*).
- (ii) *Second:* court enforcement process of the ruling obtained in the court ordinary declarative process.

E) Consumer Protection Law and linked contracts under the Law 16/2011

The Fund is exposed to the credit risk of the Borrowers, who are individuals resident in Spain. Some of the Borrowers may be acting as consumers for non-business purposes.

Borrowers qualifying as consumers benefit from the protective provisions of Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws (the **Consumer Protection Law**) and Law 16/2011.

If a Loan Agreement is entered into with a consumer within the meaning of article 3 of the Consumer Protection Law and/or article 2 of the Law 16/2011, the provisions on consumers' rights and linked contracts may apply to the Loan Agreement.

In addition, there is an increasing tendency in recent years for Spanish borrowers to file claims against financial institutions, including allegations that certain provisions included in the agreements entered into between such financial institutions and the consumers are unfair (*abusivas*).

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

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

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

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

Clauses under challenge can be divided into two main groups:

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

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

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

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

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

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

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

2.2.1. Legal jurisdiction by which the pool of assets is governed

The Loan Agreements and the Receivables are governed by Spanish law.

In particular, the securitised Receivables are governed by the Spanish banking regulations and, specifically and where applicable, by:

- (i) Law 16/2011 (and regarding the Additional Receivables, Law 16/2011 or any other relevant regulations applicable from time to time);
- (ii) Circular 8/1990 of Bank of Spain, of 7 September, on transparency of transactions and protection of customers;
- (iii) Order EHA/2899/2011, of 28 October, on transparency and protection for customers of banking services;
- (iv) Circular 5/2012, of 27 June, of Bank of Spain, for credit entities and providers of payment services, on transparency of banking services and responsible granting of loans, where applicable;
- (v) the Consumer Protection Law; and
- (vi) Law 7/1998, of 13 April, on General Contracting Conditions (**Law 7/1998**).

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

2.2.2.1. Assignment

The total Outstanding Balance of the Receivables to be assigned to the Fund on the Initial Assignment Date (the **Initial Receivables**) will be equal to the Maximum Receivables Amount, i.e., SEVEN HUNDRED MILLION EUROS (€ 700,000,000) or an amount slightly lower but as close as possible to that amount. The assignment of the Initial Receivables to the Fund will have legal effects from the Date of Incorporation and will be documented by means of the Master Sale and Purchase Agreement (which will include a list of the Initial Receivables assigned to the Fund).

Notwithstanding the assignment of the Initial Receivables will take place on the Initial Assignment Date, the Seller and the Management Company have agreed that the assignment of the Initial Receivables to the Fund will have economic effects from (and including) the Initial Assignment Cut-Off Date. Therefore, any amounts collected under the Receivables corresponding to the Fund (whether for principal, interest or others) as well as any interest accrued on the Receivables on or after the Initial Assignment Cut-Off Date shall belong to the Fund.

Any Receivables (either the Initial Receivables or the Additional Receivables) to be offered by the Seller to the Fund on the Date of Incorporation (in respect of the Initial Receivables) or the relevant Purchase Date (in respect of the Additional Receivables) will be randomly selected (in the case of the Initial Receivables, from the Preliminary Portfolio), and shall meet the Eligibility Criteria set out in section 2.2.2.8 of the Additional Information.

The preliminary loan portfolio from which the Initial Receivables shall be selected (the **Preliminary Portfolio**) comprises SEVENTY SEVEN THOUSAND SEVEN HUNDRED EIGHTY ONE (77,781) Loans, with a total Outstanding Balance as of 18 April 2022 (the **Portfolio Cut-Off Date**) of EIGHT HUNDRED FORTY SEVEN MILLION SEVEN HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED EIGHTY FIVE EUROS AND SEVEN CENTS

(€ 847,732,485.07). These are Loans originated from the year 2016 (included) and with no grace period for the repayment of principal or interest, with constant instalments and initial terms ranging from 12 months to 96 months, and with an average current financed amount of FOURTEEN THOUSAND TWO HUNDRED THIRTY TWO EUROS (€ 14,232).

Any Additional Receivables to be offered by the Seller to the Fund on each relevant Assignment Date will be existing eligible receivables held by the Seller as at the relevant Assignment Date and shall meet the Eligibility Criteria set out in section 2.2.2.8 of the Additional Information.

The Borrowers under the Loans from which the Receivables arise are individuals resident in Spain as of the date of execution of the relevant Loan Agreement.

2.2.2.2. Review of the selected assets securitised through the Fund upon being established

Deloitte, S.L. has reviewed a sample of the 547 randomly selected loans out of the Preliminary Portfolio from which the Initial Receivables shall be selected. Additionally, Deloitte, S.L. has verified the data disclosed in the following stratification tables in respect of the Preliminary Portfolio.

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

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

None of the Fund, the Management Company, the Arranger, the Paying Agent or any other party to the Transaction Documents other than the Seller has undertaken or will undertake any investigation, search or other action to verify the details of the Receivables and the Loan Agreements or to establish the creditworthiness of the Borrowers. The Seller will not assign to the Fund any loans in respect of which issues are detected while carrying out the audit.

2.2.2.3. Initial Receivables

2.2.2.3.1 *Loans by type: New Vehicles and Used Vehicles*

The following table shows the distribution of the Loans in the Preliminary Portfolio according to the type of financed Vehicle (New Vehicle and Used Vehicles).

New/Used	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
New	65,432	84.12%	739,951,976.41	87.29%
Used	12,349	15.88%	107,780,508.66	12.71%
Total	77,781	100.00%	847,732,485.07	100.00%

For the avoidance of doubt, as per the definition of “New Vehicles”, vehicles with no previous owner that have been registered (*matriculado*) for the first time or less than 12 months have elapsed since its registration (*matriculación*) will be considered new vehicles. Of the 65,432 Loans granted for the acquisition of New Vehicles, 97.73% are granted for the acquisition of Vehicles that are registered (*matriculados*) in the same month in which they are sold and the remaining 2.27% are granted for the acquisition of Vehicles that are registered (*matriculados*) earlier.

2.2.2.3.2 Loans by manufacturer of the Vehicles

The following table shows the distribution of the Loans in the Preliminary Portfolio depending on the manufacturer of the Vehicles financed.

Manufacturer	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
CITROEN	25,215	32.42%	262,645,959.25	30.98%
DS	1,485	1.91%	31,801,727.82	3.75%
PEUGEOT	50,125	64.44%	543,874,197.26	64.16%
Other	956	1.23%	9,410,600.74	1.11%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.3.3 Type of Vehicle: functionality

The following table shows the distribution of the Loans in the Preliminary Portfolio depending on the functionality of the financed Vehicle (New Vehicles and Used Vehicles).

Vehicle Type	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
Sport Utility Vehicle and Four-Wheel Drive Vehicle	18,187	23.38%	244,370,342.55	28.83%
Light Commercial Vehicle	2,253	2.90%	22,331,885.39	2.63%
Passenger Car	42,974	55.25%	407,733,338.44	48.10%
Not Available	14,367	18.47%	173,296,918.69	20.44%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.3.4 Type of Borrower: legal personality

The following table shows the distribution of the Preliminary Portfolio depending on the legal personality of the Borrower.

Client Type	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
Company	0	0.00%	0	0.00%
Private Individual	77,781	100.00%	847,732,485.07	100.00%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.3.5 Type of Borrower: country of residence at the time of origination

The following table shows the distribution of the Preliminary Portfolio depending on the country of residence of the Borrower.

Borrower Country of Residence	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
Spain	77,781	100.00%	847,732,485.07	100.00%
Not Spain (Other)	0	0.00%	0	0.00%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.3.6 Type of Borrower: job status

The following table shows the distribution of the Preliminary Portfolio depending on the job status of the Borrowers.

Borrower/ Co-Borrower Job*	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
Employee CDD (Temporary Contract)	10,427	13.41%	109,859,808.10	12.96%
Employee CDI (Permanent Contract)	44,837	57.65%	504,025,908.74	59.46%
Self-employed	11,651	14.98%	124,611,197.88	14.70%
Pensioner	10,866	13.97%	109,235,570.35	12.89%
Total	77,781	100.00%	847,732,485.07	100.00%

Within (i) the 12.96% of the Outstanding Balance of the Receivables arising from Loans in the Preliminary Portfolio granted to Borrowers in the category of Employee CDD; and (ii) the 14.70% of the Outstanding Balance of the Receivables arising from Loans in the Preliminary Portfolio granted to self-employed Borrowers, 90% have some kind of “reinforcement”, such as (i) a higher down-payment; (ii) having the reservation of title provision registered with the Register of Instalment Sales of Movable Properties; and/or (iii) having a co-borrower.

2.2.2.3.7 Reservation of title provision: registration

The following table shows the distribution of the Preliminary Portfolio depending on the registration status of the reservation of title provisions of the Loans with the Register of Instalment Sales of Movable Properties.

Retention of Title	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
No	44,774	57.56%	345,980,254.58	40.81%
Yes	33,007	42.44%	501,752,230.49	59.19%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.3.8 Origination year

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

Origination Year	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
2016	2,553	3.28%	5,860,702.11	0.69%
2017	4,446	5.72%	13,273,827.05	1.57%
2018	8,914	11.46%	84,080,855.30	9.92%
2019	11,294	14.52%	128,766,229.19	15.19%
2020	19,939	25.63%	213,509,054.22	25.19%
2021	26,132	33.60%	339,948,655.54	40.10%
2022	4,503	5.79%	62,293,161.66	7.35%
Total	77,781	100.00%	847,732,485.07	100.00%

Minimum	02/01/2016
Maximum	16/02/2022
Weighted average	16/08/2020

2.2.2.3.9 Final maturity

The following table shows the distribution of the Preliminary Portfolio depending on the final maturity year of the Loans.

Year Final Maturity	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
2022	10,042	12.91%	82,074,385.04	9.68%
2023	16,095	20.69%	138,551,898.93	16.34%
2024	16,529	21.25%	165,696,970.70	19.55%
2025	15,383	19.78%	193,814,449.93	22.86%
2026	9,003	11.57%	113,411,576.30	13.38%
2027	4,536	5.83%	59,020,208.99	6.96%
2028	2,971	3.82%	42,329,837.91	4.99%
2029	2,796	3.59%	45,535,752.86	5.37%
2030	426	0.55%	7,297,404.41	0.86%
Total	77,781	100.00%	847,732,485.07	100.00%

Minimum	01/06/2022
Maximum	15/02/2030
Weighted average	13/05/2025

2.2.2.3.10 Term to maturity: original term

The following table shows the distribution of the Preliminary Portfolio depending on the original term to maturity (in months) of the Loans.

Original Term to Maturity (Months)	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
[0 ; 12]	2	0.00%	2,118.16	0.00%
]12 ; 24]	20	0.03%	54,596.81	0.01%
]24 ; 36]	8,156	10.49%	45,700,465.11	5.39%
]36 ; 48]	38,401	49.37%	500,368,156.83	59.02%
]48 ; 60]	12,816	16.48%	117,298,977.60	13.84%
]60 ; 72]	8,956	11.51%	71,715,061.55	8.46%
]72 ; 84]	3,467	4.46%	33,796,731.04	3.99%
]84 ; 96]	5,963	7.67%	78,796,377.97	9.29%
]96 ; 108]	0	0.00%	0.00	0.00%
] >108	0	0.00%	0	0.00%
Total	77,781	100.00%	847,732,485.07	100.00%

Minimum	12 months
Maximum	96 months
Avg	56 months
Weighted average	56 months

2.2.2.3.11 Term to maturity: remaining term

The following table shows the distribution of the Preliminary Portfolio depending on the remaining term to maturity (in months) of the Loans.

Remaining Term to Maturity (Months)	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
[0 ; 12[	15,514	19.95%	129,819,019.90	15.31%
]12 ; 24]	15,287	19.65%	131,841,806.14	15.55%
]24 ; 36]	16,832	21.64%	185,734,577.78	21.91%
]36 ; 48]	13,987	17.98%	176,191,612.54	20.78%
]48 ; 60]	7,423	9.54%	95,610,043.53	11.28%
]60 ; 72]	3,447	4.43%	45,703,394.44	5.39%
]72 ; 84]	2,969	3.82%	43,886,117.54	5.18%
]84 ; 96]	2,322	2.99%	38,945,913.20	4.59%
]96 ; 108[	0	0.00%	0	0.00%
Total	77,781	100.00%	847,732,485.07	100.00%

(Remaining term is calculated based on the number of monthly instalments remaining.)

Minimum	2 months
Maximum	94 months
Avg	33 months
Weighted average	37 months

2.2.2.3.12 *Seasoning*

The following table shows the distribution of the Preliminary Portfolio depending on the seasoning (in months) of the Loans.

Seasoning (Months)	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
[0 ; 12]	24,267	31.20%	330,136,084.41	38.94%
]12 ; 24]	23,629	30.38%	252,804,170.30	29.82%
]24 ; 36]	10,871	13.98%	127,135,841.54	15.00%
]36 ; 48]	11,004	14.15%	115,130,651.52	13.58%
]48 ; 60]	4,762	6.12%	14,711,052.02	1.74%
]60 ; 72]	2,719	3.50%	6,370,797.99	0.75%
]72 ; 84]	529	0.68%	1,443,887.29	0.17%
]84 ; 96]	0	0.00%	0.00	0.00%
]96 ; 108[	0	0.00%	0.00	0.00%
Total	77,781	100.00%	847,732,485.07	100.00%

(Seasoning is calculated based on the number of monthly instalments already completed.)

Minimum	2 months
Maximum	75 months
Avg	24 months
Weighted average	20 months

2.2.2.3.13 *Outstanding balance: current*

The following table shows the distribution of the Preliminary Portfolio depending on the current outstanding balance of the Loans.

Current Outstanding Balance	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
[0 ; 2.500[	5,489	7.06%	8,126,130.04	0.96%
[2.500 ; 5.000[	10,877	13.98%	40,908,376.00	4.83%
[5.000 ; 7.500[	9,874	12.69%	62,412,805.07	7.36%
[7.500 ; 10.000[	11,848	15.23%	102,520,619.70	12.09%
[10.000 ; 12.500[	11,271	14.49%	127,040,359.00	14.99%
[12.500 ; 15.000[	9,174	11.79%	125,759,836.66	14.83%
[15.000 ; 17.500[	7,361	9.46%	119,385,736.44	14.08%
[17.500 ; 20.000[	5,445	7.00%	101,449,740.34	11.97%
[20.000 ; 22.500[	2,677	3.44%	56,482,547.89	6.66%
[22.500 ; 25.000[	1,362	1.75%	32,237,927.93	3.80%
[25.000 ; 27.500[	832	1.07%	21,776,416.28	2.57%
[27.500 ; 30.000[	623	0.80%	17,867,493.30	2.11%

[30.000; 32.500[	447	0.57%	13,916,269.72	1.64%
> 32.500	501	0.64%	17,848,226.70	2.11%
Total	77,781	100.00%	847,732,485.07	100.00%

Min	500
Max	50,353
Avg	10,899

2.2.2.3.14 Outstanding balance: initial

The following table shows the distribution of the Preliminary Portfolio depending on the initial outstanding balance of the Loans.

Initial Outstanding Balance	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
[0 ; 2.500[	2	0.00%	3,495.88	0.00%
[2.500 ; 5.000[	197	0.25%	602,136.17	0.07%
[5.000 ; 7.500[	9,141	11.75%	35,520,241.68	4.19%
[7.500 ; 10.000[	11,889	15.29%	68,696,415.20	8.10%
[10.000 ; 12.500[	14,382	18.49%	111,551,637.12	13.16%
[12.500 ; 15.000[	10,645	13.69%	107,327,338.36	12.66%
[15.000 ; 17.500[	11,339	14.58%	141,428,999.91	16.68%
[17.500 ; 20.000[	7,559	9.72%	115,708,151.80	13.65%
[20.000 ; 22.500[	5,030	6.47%	89,317,151.89	10.54%
[22.500 ; 25.000[	3,069	3.95%	60,976,807.00	7.19%
[25.000 ; 27.500[	1,817	2.34%	39,836,447.23	4.70%
[27.500 ; 30.000[	1,063	1.37%	26,224,476.89	3.09%
[30.000 ; 32.500[	703	0.90%	19,535,898.09	2.30%
[32.500 ; 35.000[	466	0.60%	14,257,446.57	1.68%
[35.000 ; 37.500[	236	0.30%	7,833,239.85	0.92%
> 37.500	243	0.31%	8,912,601.43	1.05%
Total	77,781	100.00%	847,732,485.07	100.00%

Min	2,079
Max	51,871
Avg	14,232

2.2.2.3.15 Concentration

The following table shows the distribution of the Preliminary Portfolio depending on the concentration of Loans among Borrowers.

Largest Borrowers	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
Top 1	2	0.00%	56,945.37	0.01%
Top 2	3	0.00%	55,740.02	0.01%
Top 3	2	0.00%	54,906.31	0.01%
Top 4	2	0.00%	53,937.21	0.01%
Top 5	1	0.00%	50,352.80	0.01%
Top 6	1	0.00%	49,597.32	0.01%
Top 7	2	0.00%	48,981.98	0.01%
Top 8	2	0.00%	48,487.92	0.01%
Top 9	1	0.00%	47,892.29	0.01%
Top 10	1	0.00%	47,410.02	0.01%
Top 11	2	0.00%	46,293.03	0.01%
Top 12	1	0.00%	45,971.16	0.01%
Top 13	2	0.00%	45,963.88	0.01%
Top 14	2	0.00%	45,577.52	0.01%
Top 15	1	0.00%	45,527.11	0.01%
Top 16	1	0.00%	45,357.43	0.01%
Top 17	1	0.00%	45,021.01	0.01%
Top 18	2	0.00%	44,891.66	0.01%
Top 19	1	0.00%	44,570.35	0.01%
Top 20	2	0.00%	44,530.05	0.01%

2.2.2.3.16 Nominal interest rate

The following table shows the distribution of the Preliminary Portfolio depending on the nominal interest rate of the Loans.

Nominal Interest Rate	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
[0% ; 3%[	478	0.61%	11,640,708.85	1.37%
[3% ; 4%[	4,381	5.63%	69,630,560.03	8.21%
[4% ; 5%[	4,427	5.69%	64,212,363.07	7.57%
[5% ; 6%[	12,862	16.54%	143,316,134.84	16.91%
[6% ; 7%[	20,999	27.00%	249,392,486.69	29.42%
[7% ; 8%[	11,787	15.15%	136,709,478.02	16.13%
[8% ; 9%[	11,384	14.64%	94,424,752.91	11.14%
[9% ; 10%[	6,782	8.72%	41,495,847.81	4.89%
[10% ; 11%[	2,295	2.95%	14,433,320.80	1.70%
[11% ; 12%[	2,120	2.73%	20,214,336.10	2.38%
[12% ; 13%[	257	0.33%	2,129,664.31	0.25%

>13%	9	0.01%	132,831.64	0.02%
Total	77,781	100.00%	847,732,485.07	100.00%

Min	2.40%
Max	14.65%
Avg	7.08%
WA	6.68%

2.2.2.3.17 Arrears

The following table shows the distribution of the Preliminary Portfolio depending on the arrears status of the Loans.

Arrears	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
No Arrears	77,781	100.00%	847,732,485.07	100.00%
[1 ; 30[	0	0.00%	0	0.00%
[30; 60[	0	0.00%	0	0.00%
[60; 90[	0	0.00%	0	0.00%
[90; 150[	0	0.00%	0	0.00%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.3.18 Region of origination

The following table shows the distribution of the Preliminary Portfolio depending on the Region where the Loans were originated.

Region	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
ANDALUCIA	15,973	20.54%	171,123,872.63	20.19%
ARAGON	3,074	3.95%	34,631,978.71	4.09%
ASTURIAS	1,261	1.62%	12,676,022.45	1.50%
BALEARES	2,681	3.45%	27,150,069.70	3.20%
CANARIAS	2,252	2.90%	21,230,713.36	2.50%
CANTABRIA	1,034	1.33%	11,390,126.14	1.34%
CASTILLA LA MANCHA	2,966	3.81%	31,046,587.94	3.66%
CASTILLA LEON	2,302	2.96%	22,940,999.54	2.71%
CATALUÑA	14,683	18.88%	175,780,866.18	20.74%
CEUTA	65	0.08%	591,662.07	0.07%
EXTREMADURA	819	1.05%	7,368,514.52	0.87%
GALICIA	3,306	4.25%	32,270,512.69	3.81%
LA RIOJA	389	0.50%	3,539,850.64	0.42%
MADRID	9,218	11.85%	106,818,961.31	12.60%

MELILLA	3	0.00%	40,110.48	0.00%
MURCIA	2,363	3.04%	24,770,363.14	2.92%
NAVARRA	1,029	1.32%	10,926,046.61	1.29%
PAIS VASCO	2,817	3.62%	29,068,316.97	3.43%
VALENCIA	11,546	14.84%	124,366,909.99	14.67%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.3.19 Down payment

The following table shows the distribution of the Preliminary Portfolio depending on the down payment percentage of the Loans.

Downpayment (% Initial Value)	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
[0% ; 10%[	19,699	25.33%	253,545,149.16	29.91%
[10% ; 20%[	14,250	18.32%	196,512,781.16	23.18%
[20% ; 30%[	12,883	16.56%	157,686,796.41	18.60%
[30% ; 40%[	10,015	12.88%	114,598,683.29	13.52%
[40% ; 50%[	5,778	7.43%	45,442,059.69	5.36%
[50% ; 60%[	5,120	6.58%	32,696,172.08	3.86%
[60% ; 70%[	5,047	6.49%	25,697,717.38	3.03%
[70% ; 80%[	4,300	5.53%	18,619,851.87	2.20%
[80% ; 90%[	689	0.89%	2,933,274.03	0.35%
[90% ; 100%[	0	0.00%	0.00	0.00%
Total	77,781	100.00%	847,732,485.07	100.00%

Min	0.00%
Max	90.00%
Avg	27.97%
WA	21.90%

2.2.2.3.20 Initial Loan to Value

The following table shows the distribution of the Preliminary Portfolio depending on the initial loan to value of the Loans.

ILTIV	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
[0% ; 10%[	0	0.00%	0.00	0.00%
[10% ; 20%[	711	0.91%	3,028,378.07	0.36%
[20% ; 30%[	4,412	5.67%	19,139,530.08	2.26%
[30% ; 40%[	5,231	6.73%	27,239,009.49	3.21%
[40% ; 50%[	5,127	6.59%	33,109,864.12	3.91%

[50% ; 60%[	5,660	7.28%	44,820,691.03	5.29%
[60% ; 70%[	9,969	12.82%	114,507,231.96	13.51%
[70% ; 80%[	12,825	16.49%	157,275,663.39	18.55%
[80% ; 90%[	14,224	18.29%	196,261,548.14	23.15%
[90% ; 100%[	10,359	13.32%	138,406,549.83	16.33%
>100%	9,263	11.91%	113,944,018.96	13.44%
Total	77,781	100.00%	847,732,485.07	100.00%

Min	10.00%
Max	100.00%
Avg	71.84%
WA	77.93%

For these purposes, Value means:

- New Vehicles: the purchase price provided by the system according to brand, model, options, accessories and discounts as applicable.
- Used Vehicles: the purchase price established by each relevant car dealer according to its own criteria. When assessing a request to finance any Used Vehicle, the Seller inspects databases such as GANVAM, EUROTAX, and AUTOBIZ in order to verify that the price offered by the relevant dealer (according to its brand and model, as well as other features such as equipment, age and mileage) is within a reasonable range.

2.2.2.3.21 Third-party personal guarantee

The following table shows the distribution of the Preliminary Portfolio depending on the whether the Loans are secured with a third-party personal guarantee.

Third party personal guarantee	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
NO	77,780	100.00%	847,727,532.55	100.00%
YES	1	0.00%	4,952.52	0.00%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.4. Tables relating to insurance and Optional Supplementary Services

2.2.2.4.1 “Auto” protection (monthly payment) vehicle insurance flag

The following table shows the distribution of the Preliminary Portfolio depending on the “auto” protection insurance flag of the Loans. The full description of this insurance is located in section 2.2.10(i) of the Additional Information.

Motor vehicle insurance Flag	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
NO	73,085	93.96%	774,069,610.66	91.31%
YES	4,696	6.04%	73,662,874.41	8.69%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.4.2 Credit insurance (CPI) flag

The following table shows the distribution of the Preliminary Portfolio depending on the credit insurance (CPI) flag of the Loans. The full description of this insurance is located in section 2.2.10(ii) of the Additional Information.

Flag of credit insurance	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
NO	39,192	50.39%	436,103,055.53	51.44%
YES	38,589	49.61%	411,629,429.54	48.56%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.4.3 Third-party risks supplementary insurance (Protección Auto)

The following table shows the distribution of the Preliminary Portfolio depending on the third-party supplementary insurance (*Protección Auto*) against a third-party of the Vehicles financed with the Loans. The full description of this insurance is located in section 2.2.10(iii) subtype (1) of the Additional Information.

Flag of supplementary insurance coverage against third-party risks	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
NO	53,617	68.93%	568,591,377.49	67.07%
YES	24,164	31.07%	279,141,107.58	32.93%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.4.4 All- risks supplementary insurance (Protección Auto)

The following table shows the distribution of the Preliminary Portfolio depending on the third-party supplementary insurance (*Protección Auto*) against all risks of the Vehicles financed with the Loans. The full description of this insurance is located in section 2.2.10(iii) subtype (2) of the Additional Information.

Flag of supplementary insurance (coverage property)	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
NO	65,598	84.34%	693,177,182.45	81.77%
YES	12,183	15.66%	154,555,302.62	18.23%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.4.5 *Number of insurances*

The following table shows the distribution of the Preliminary Portfolio depending on the number of insurances covering the Vehicles financed with the Loans.

Number of insurances	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
0	25,091	32.26%	291,892,019.60	34.43%
1	33,198	42.68%	311,332,009.40	36.73%
2	15,108	19.42%	175,084,564.11	20.65%
3	1,318	1.69%	20,207,991.31	2.38%
4	3,066	3.94%	49,215,900.65	5.81%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.5. Tables in connection with the Balloon Loans2.2.2.5.1 *Type of Loan: balloon or amortising*

The following table shows the distribution of the Preliminary Portfolio depending on the type of Loans: Balloon Loans or Amortising Loans.

Type of Loan: balloon or amortising	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
Amortising	45,748	58.82%	360,707,645.22	42.55%
Balloon	32,033	41.18%	487,024,839.85	57.45%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.5.2 *Breakdown by Balloon Component (in % of vehicle price)*

The following table shows the distribution of the Preliminary Portfolio depending on the type of Loans (Balloon Loans or Amortising Loans) by its balloon component (including taxes and including options/accessories).

Balloon Component (in % of Vehicle Price)	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
Without Balloon component (Fully Amortising)	45,748	58.82%	360,707,645.22	42.55%
0.2 - 0.3	5	0.01%	93,853.22	0.01%
0.3 - 0.4	290	0.37%	5,628,137.87	0.66%
0.4 - 0.5	3,006	3.86%	44,534,772.57	5.25%
0.5 - 0.55	7,254	9.33%	115,278,190.01	13.60%
0.55 - 0.6	13,359	17.18%	203,321,284.29	23.98%
0.6 - 0.7	8,119	10.44%	118,168,601.89	13.94%
Total	77,781	100.00%	847,732,485.07	100.00%

0% < 55%	19.53%
55%-70%	37.92%
Weighted average	56.46%

2.2.2.5.3 Breakdown by Original Term to Maturity for Loans with Balloon Component

Original Term to Maturity (Months)	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
0 ; 12	0	0.00%	0.00	0.00%
24 ; 36	0	0.00%	0.00	0.00%
36 ; 48	864	2.70%	14,173,727.45	2.91%
48 ; 60	30,391	94.87%	450,650,709.48	92.53%
Total	32,033	100.00%	487,024,839.85	100.00%

Min	35
Max	59
Avg	47
WA	47

2.2.2.5.4 Breakdown by Remaining Term to Maturity for Loans with Balloon Component

Remaining Term to Maturity (Months)	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
0 ; 12	10,199	31.84%	121,591,097.33	24.97%
12 ; 24	7,127	22.25%	101,645,206.36	20.87%
24 ; 36	8,132	25.39%	134,271,410.00	27.57%
36 ; 48	5,797	18.10%	107,316,723.24	22.04%
48 ; 60	778	2.43%	22,200,402.92	4.56%
Total	32,033	100.00%	487,024,839.85	100.00%

(Remaining Term is calculated based on the number of monthly instalments remaining)

Min	2
Max	58
Avg	23
WA	26

2.2.2.5.5 Breakdown by Year of Maturity for Loans with Balloon Component

Original Term to Maturity (Months)	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
2022	6811	21.26%	78,296,686.74	16.08%
2023	8,560	26.72%	115,571,671.21	23.73%
2024	7,523	23.49%	118,751,736.31	24.38%

2025	7,335	22.90%	132,078,522.27	27.12%
2026	1,676	5.23%	38,434,751.13	7.89%
2027	128	0.40%	3,891,472.19	0.80%
Total	32,033	100.00%	487,024,839.85	100.00%

Minimum	01/06/2022
Maximum	15/02/2027
Weighted average	23/05/2024

2.2.2.6. Tables in connection with the type of Vehicle

2.2.2.6.1 *Engine type*

Engine type	Nb of Loans	% of Nb of Loans	Outstanding Balance (EUR)	% of Outstanding Balance
NA	4303	5.53%	23,258,726.57	2.74%
Diesel	32,326	41.56%	353,218,084.54	41.67%
Electrique	1,074	1.38%	19,709,480.52	2.32%
GNV ⁴	1	0.00%	8,362.27	0.00%
Hybride	1,945	2.50%	52,293,665.16	6.17%
GPL	18	0.02%	101,838.08	0.01%
Essence ⁵	38,114	49.00%	399,142,327.93	47.08%
Total	77,781	100.00%	847,732,485.07	100.00%

2.2.2.7. Additional Receivables

After the Date of Incorporation, on each Assignment Date during the Revolving Period, the Fund will purchase Additional Receivables to compensate the reduction in the Outstanding Balance of the Receivables pooled in the Fund up to the maximum amount equal to the Principal Target Redemption Amount on the Determination Date preceding the relevant Payment Date, provided that the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria on the Assignment Date. For the avoidance of doubt, the payment of the portion of the Acquisition Amount relating to Receivables Principal of the relevant Additional Receivables will be made on the Purchase Date immediately following the relevant Assignment Date on which the Additional Receivables were assigned in favour of the Fund.

2.2.2.7.1 *Revolving Period*

The Revolving Period will start on Date of Incorporation (excluded) and will end on the Revolving Period End Date (included). During the Revolving Period the Fund shall purchase Additional Receivables on each Assignment Date in accordance with the preceding paragraph.

2.2.2.7.2 *Early termination of the Revolving Period*

The Revolving Period will be definitely early terminated following the occurrence of a Revolving Period Early Termination Event as described in section 4.9.2 of the Securities Note.

⁴ GNV vehicles are vehicles using natural gas.

⁵ Essence vehicles are vehicles using gasoline.

2.2.2.7.3 *Acquisition Amount of the Additional Receivables*

The Additional Receivables shall be assigned for an amount equal to the Acquisition Amount as described in section 3.3.2.1(iii) of the Additional Information.

2.2.2.8. Eligibility Criteria

In order to be assigned to, and be acquired by, the Fund, on the respective Assignment Date, the Initial Receivables and the Additional Receivables, respectively, must meet both the Individual Eligibility Criteria and the Global Eligibility Criteria (jointly, the **Eligibility Criteria**) set out below.

2.2.2.8.1 *Individual Eligibility Criteria*

Each Receivable shall, on the Initial Assignment Cut-Off Date (for the Initial Receivables) or its relevant Assignment Date (for the Additional Receivables), as applicable, comply with all the representations and warranties established in paragraphs (ii) and (iii) of section 2.2.8 below (collectively, the **Individual Eligibility Criteria**).

2.2.2.8.2 *Global Eligibility Criteria*

In addition to the Individual Eligibility Criteria, the Receivables assigned to the Fund as a whole must, on the Initial Assignment Cut-Off Date (for the Initial Receivables) or its relevant Assignment Date (for Additional Receivables) (assuming for these purposes that the relevant Additional Receivables to be purchased on the relevant Assignment Date have been assigned to the Fund), comply with the following global eligibility criteria (the **Global Eligibility Criteria**):

- (i) That the Outstanding Balance of the Non-Defaulted Receivables corresponding to Loans financing the acquisition of Used Vehicles does not exceed 20% of the total Outstanding Balance of the Non-Defaulted Receivables.
- (ii) That the weighted average interest rate of the Non-Defaulted Receivables is higher than 6%.
- (iii) That the Outstanding Balance of the Receivables corresponding to the same Borrower does not exceed 0.05% of the total Outstanding Balance of the Non-Defaulted Receivables.
- (iv) That the Outstanding Balance of the Receivables corresponding to Balloon Loans does not exceed 58% of the total Outstanding Balance of the Non-Defaulted Receivables.
- (v) That the Balloon Instalments corresponding to Balloon Loans do not exceed 50% of the total Outstanding Balance of the Non-Defaulted Receivables.
- (vi) That the Outstanding Balance of the Receivables corresponding to Balloon Loans with a final guarantee value (*Valor Final Garantizado*) between 55% and 70% of the Vehicle's purchase price does not exceed 38% of the total Outstanding Balance of the Non-Defaulted Receivables.

For the purposes of the calculation of each one of the Global Eligibility Criteria:

- (i) the Outstanding Balance of Non-Defaulted Receivables that have been already assigned to the Fund shall be calculated as of the immediately preceding Determination Date, and
- (ii) the Outstanding Balance of the Additional Receivables shall be calculated as of the corresponding Acceptance Date.

2.2.3. Legal nature of the assets

The Receivables securitised by means of their assignment to the Fund are credit rights arising from Loans granted by the Seller to Borrowers, who are individuals resident in Spain as of the date of execution of the relevant Loan Agreements for the financing of the acquisition of New Vehicles or Used Vehicles, which have been granted pursuant to Law 16/2011 (and, with respect to the Additional Receivables, pursuant to Law 16/2011 and/or any other relevant regulations applicable from time to time).

Some of the Loan Agreements from which the Receivables arise include personal guarantees by co-owners of the Vehicles. In addition, all of the Loan Agreements contain a reservation of title clause as described in section 3.4.6.1.3 of the Additional Information.

The Receivables will be directly assigned to the Fund, upon being sold by the Seller and acquired by the Fund, on the terms set out in section 3.3 of this Additional Information. The assignment of the Receivables is governed by Spanish common law (*ley española común*), i.e., articles 1526 et seq. of the Civil Code.

2.2.4. Expiration or maturity date(s) of assets

Each of the selected Loans matures in accordance with its particular terms and conditions, as set out in the relevant Loan Agreement, without prejudice to the partial monthly repayment instalments.

The Borrowers may prepay all or part of the Outstanding Balance of the Receivables arising from the Loans at any time during the term of the Loans, ceasing the accrual of interest on the prepaid portion as from the repayment date.

The maturity date of any Receivable assigned to the Fund will be in no event later than 15 February 2030 (the **Final Maturity Date**).

2.2.5. Amount of the Receivables

The Receivables assigned by the Seller to the Fund will have an Outstanding Balance equal to or slightly lower than SEVEN HUNDRED MILLION EUROS (€ 700,000,000), equivalent to the nominal value of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

The Preliminary Portfolio from which the Receivables to be assigned on the Initial Assignment Date (i.e. the Date of Incorporation) will be extracted is described in section 2.2.2.1 of the Additional Information above.

Receivables arising from Loans with arrears will not be assigned to the Fund.

2.2.6. Loan to value ratio or level of collateralisation

The Loans comprising the Preliminary Portfolio are not secured by real estate mortgage security (*garantía hipotecaria*); therefore, the information concerning the loan-to-value ratio does not apply.

2.2.7. The method of origination or creation of assets, and for loans and credit agreements, the principal lending criteria and an indication of any loans which do not meet these criteria and any rights or obligations to make further advances

The Loans comprising the Preliminary Portfolio have been originated by PSA Financial Services according to its usual analysis and assessment credit risk procedures for the origination of loans

granted to Borrowers, who are individuals resident in Spain for the financing of the acquisition of New Vehicles and Used Vehicles (**PSA Financial Services Policies**).

In this regard:

- (i) 100% of the Outstanding Balance of the Receivables complies with the current PSA Financial Services Policies contained in this section.
- (ii) The Additional Receivables to be assigned to the Fund will be granted in accordance with the PSA Financial Services Policies described in this section.
- (iii) The Seller undertakes to disclose to the Management Company without delay any material change in the PSA Financial Services Policies. Any material changes in the underwriting standards after the date of this Prospectus that affect the Additional Receivables will be fully disclosed to investors and potential investors, as an extraordinary notice, pursuant to sections 4.2.1 and 4.2.2 of the Additional Information.

2.2.7.1. Loans origination criteria and procedures

(i) Presentation of the Operations Department

The main tasks of the Operations Department are to capture applications (for special operations: employees, fleets, etc.), to automatically issue a report on unapproved applications based on Risk Area criteria, to validate application attachments, the order in which to pay such transactions to the car dealers, the necessary steps to digitalise essential documents for reporting purposes and the handling of additional collateral.

(ii) Application decision-making process

The request at source is “filtered” by product. For instance, traditional facilities for credit sale loans (VAC), including loans for the purchase of new vehicles (VN) and second-hand or used vehicles (VO) are granted for a maximum term of 96 months. Consequently, no loan exceeding this timeframe will be accepted.

However, as a consequence of the current economic downturn and a constant search for efficiency within PSA Financial Services, extra measures have been adopted in the last few years in relation to existing products. These measures include the need to approve an exception at a higher decision-making level and the automatic rejection system implemented since 2017, which has registered 3.3% in VN, 6.1% in VO and 5.5% for companies in 2021, over the percentage of applications received during the year. Exceptions for these groups are usually approved after sufficient additional collateral is obtained in the Manager or Supervisor’s opinion.

The operations decision-making process is backed up by two interconnected computer systems: OPV (*Outil Point Vente*), a system to capture point-of-sale applications, and GP (*Gestion Provisoire*), the system used to handle acceptance applications, where a report is issued for all operations.

The process involved until a decision is reached on an application may be summarised into the following stages:

- (1) Operation captured at OPV (*Outil Point Vente*). The car dealer directly completes this capture; only if the car dealer has no OPV (*Outil Point Vente*) will the application be forwarded to the Operations Department for processing.

- (2) Scoring: Sherlock (a decision-making system connected to GP (*Gestion Provisoire*)) will be used to calculate the client's scoring, based on the outcome of external Equifax/Experian database consultations and our own client file (EKIP); the necessary filters will be used to end up with an automatic approval or rejection of the application or, otherwise, to leave the application pending "under examination" in order to be manually evaluated.

If an application does not pass the study stage, the analyst will evaluate the application's feasibility based on available information and any additional data required, and will decide whether to approve, condition or reject it; the decision adopted and its reasons will be logged into the system, as well as the documents used for approval, to be included in the operation file. In either case, the car dealer may see what decision was made through the OPV (*Outil Point Vente*).

- (3) Validation and Uploading.
- (4) Payment to the car dealer: Once applications have been approved and validated, we proceed to pay for the transaction. If the Car Dealers have an advance payment facility line, they may request payment of the operation before it has been validated.

In 2021, operations captured in the Operations Department's centralised capture area registered an average of 1%. In turn, the following average percentage figures were obtained in 2021 for automatic acceptance: VN, 62.2%, VO, 40% and SMEs, 29.2%, over the total percentage of applications received.

(iii) Handling and filing of additional collateral:

In addition to solvency guarantees (properties, endorsements, etc.) PSA Financial Services may request in each case, during the acceptance process, depending on the characteristics of each loan application, facility agreement clauses that foresee the prohibition of disposal by the client of the financed asset and a reservation of title (*pacto de reserva de dominio*) in favour of PSA Financial Services at the Register of Instalment Sales of Movable Properties (*Registro de Venta a Plazo de Bienes Muebles*), throughout the life of the loan.

This reservation of title obligation may be triggered at different times during the operation's life:

- (1) upon formalisation of the facility transaction, as a condition for its acceptance; or
- (2) when an unexpected risk situation arises throughout the transaction's life, either due to existing default or generated losses.

In the first case, a requirement to provide this collateral may be automatically triggered by the system, depending on the parameters established in the decision-making system; if the scale foresees this collateral as a condition, i.e. from the very moment the product is directly defined by the Marketing & Products Service; or as an additional condition manually applied by the analysts in charge of accepting the loan application.

In the second case, if this collateral was not already required upon acceptance, it is automatically triggered depending on existing default, the seniority of the debt and the time transpired under the operation.

The following essential criteria will trigger a reservation of title process:

- (3) Criteria exclusively applied to VN natural persons (consumers and freelance workers):
 - Contracts assigned a red scoring.
 - Contracts executed for longer than 12 months, where the debt holder is foreign.
 - If the debt holder is under 22 and the contract is executed for longer than 12 months.
- (4) Criteria exclusively applied to VN retail legal persons:
 - Any contracts signed by a company incorporated less than 3 years before the execution of the agreement.
- (5) Common criteria applied to natural persons (consumers and freelance workers) and retail legal persons:
 - **VN:**
 - Contracts with financed capital of more than € 14,900.
 - If manually imposed, as a condition for acceptance.
 - If the condition is defined in the financial product.
 - If the car dealer or agent has activated the doubtful clientele indicator.
 - If the contract is entitled to “DTXA” accounting status (debt left unpaid between 90 and 150 calendar days).
 - If the contract bears the following recovery profiles: DDR (rapid deterioration) or INCE (uncertain).
 - **VO: Reservation** of title will be logged upon initial default or at the request of the Risk Management, in a letter addressed to the Contract Processing Department.

Any reservation of title not registered at the Register of Instalment Sales of Movable Properties will be contractually valid, but is only enforceable *inter partes*.

PSA Financial Services has defined the criteria explained above, governing any registration; this means that a reservation of title may be also upheld vis-à-vis third parties in high-risk cases:

- (1) By preventing a vehicle transfer to a third party.
- (2) By allowing to sue as necessary in order to lift any liens levied by third parties over the vehicles.
- (3) By improving our position in the debt holder’s insolvency.

- (4) By allowing the transferor to be criminally prosecuted for a *de facto* disposal of the vehicle.
- (5) Through entitlement to the special summary proceedings foreseen in article 16 of the Retail Instalment Sales Act.

PSA Financial Services, during the acceptance process, may request any collateral it deems appropriate to secure the successful outcome of the financing operation.

2.2.7.2. Risk study

2.2.7.2.1 *Introduction*

For each application received the client's solvency will be examined, to determine whether or not it is eligible for the loan. The procedure provides guidelines for this examination. Procedures applicable to both natural and legal persons specify the documentation that clients need to submit to confirm their solvency.

Scoring is based on three types of variables, related to:

- (i) the borrower's personal circumstances (age, marital status, etc.);
- (ii) vehicle details (seniority for an Used Vehicle, segment/brand, etc.); and
- (iii) details of the financing transaction (retail sale price, down payment, length, etc.).

The consultation of external databases is essential when deciding on a transaction. The scoring system is complemented with a set of rules.

Our assessment models classify clients into three score zones:

- (i) Green zone: automatic acceptance.
- (ii) Orange zone: subject to examination and manually decided by the Operations Department.
- (iii) Red zone: this partly entails an automatic dismissal (basically for applicants included in default bureaus), and the rest is manually reviewed.

There are basically three reasons for a manual dismissal:

- (i) a track record of default is previously detected, through external companies or in-house;
- (ii) the client lacks payment capacity to cover the loan; and
- (iii) a lack of solvency or sufficient collateral.

The decision-making system is processed through a common application for all Joint Ventures, known as Sherlock. This system is centralised in Paris for all scoring systems used by subsidiaries/branch offices, through a software tool. Consequently, any change in the system must be carried out and validated by the Head Office.

Following the procedures of each Joint Venture, Score-Card, i.e. the score assigned by the scoring system, efficacy is periodically checked and, each month, changes may be made to the decision-making system in order to optimise risk supervision.

Furthermore, the quality of automatic and manual acceptance systems is surveyed through the company's Risk Committees and the Risk Head Quarters in Paris.

For these purposes, **Joint Venture** means any entities incorporated with the purpose of formalising the cooperation between Stellantis group and Banco Santander group.

2.2.7.2.2 Documents required from clients

In addition to the loan application, covering the applicants' personal details, all contractual parties must provide the following:

- (i) A photocopy of the signatories' identity card (DNI)/ tax identification number (NIF);
- (ii) A contract signed by all the parties;
- (iii) Vehicle certification;
- (iv) Direct bank debit details; and
- (v) A signed LOPD (*Data Protection Law*) Annex.

Moreover, depending on the client's profile, the following information is required:

- (i) Natural person employees:
 - (1) A photocopy of their last payslip, which is mandatory in all cases.
 - (2) In the analyst's opinion, any other document may be requested for manual acceptance that is deemed necessary to issue an adequate report, such as: various recent payslips, bank account details, detailed labour history (particularly for foreigners with questionable background), photocopy of the applicant's lease agreement, Real Estate Tax (IBI), photocopy of the applicant's employment contract, etc.
 - (3) Analysts are suggested a percentage amount over client income, capped at 40% in a monthly loan payment/monthly income ratio. The total debt held by our clients is not systematically analysed. Details of other debts are not available at source. Payslips and all other documents are exhaustively verified upon validation by fraud detection and document manipulation experts.
- (ii) Natural person freelance workers:
 - (1) A stamped copy of the applicant's Personal Income Tax (IRPF) statement.
- (iii) Legal persons:
 - (1) Company incorporation deed (*escritura de constitución*) or registered details of its incorporation.
 - (2) Updated powers of attorney held by the signatories, or registered details of such powers of attorney.
 - (3) Corporate Income Tax statement/Balance Sheet filed for the last ended financial year and Profit & Loss Account.

If additional collateral has been requested in the form of real estate, proprietary documents will be required, such as the latest bill paid for Real Estate Tax (IBI), ownership deeds or updated extracts from the Land Registry.

If the client's labour history has been requested as a requirement, it must be confirmed as submitted.

2.2.7.2.3 *Credit Scoring description and use*

PSA Financial Services uses Credit Scoring for all VAC (Sale on Credit) applications. This scoring has been in use since 1990 and was developed in-house, whether for VN, VO or companies, based on statistical studies.

This scoring is backed up by three types of variables related to:

- (i) the borrower's personal circumstances (age, marital status, etc.);
- (ii) vehicle details (seniority if VO, segment/brand, etc.); and
- (iii) details of the financing transaction (retail sale price, down payment, length, etc.).

It will be essential to consult external databases when making a decision on a transaction.

Our decision-making systems progressively adapt, both in terms of Scoring and scale range.

The scoring system is complemented with a filtering system. A combination of scoring and filtering constitute the decision-making system, classifying applications into three scoring categories: Green (the best), Orange and Red (the worst). All green zone applications are automatically accepted by the system.

Results of the scoring application and automatic acceptance process are supervised each month. The main indicators are:

- (i) Follow-up on scoring losses;
- (ii) Quality of scoring discrimination and its most important variables;
- (iii) Follow-up on recently generated default (early alert), in terms of scoring and other variables;
- (iv) Risk and acceptance level by point of sale; and
- (v) Global follow-up on the quality of demand and production.

The decision-making system is handled through Sherloc, the common application for the PSA Group.

2.2.7.2.4 *Behaviour scoring*

PSA Financial Services has a behaviour scoring system in place for EKIP contracts (i.e. the system used to manage the accounts of retail instalment sales clients), obtained by analysing a contract's default in relation to its duration and its acceptance scoring.

It is recurrently used throughout the transaction, as a fundamental part of the collection management process.

2.2.7.2.5 *Evaluation of borrower creditworthiness*

In order to evaluate our clients' short and medium-term financial solvency, the following criteria are generally taken as guidance:

- (i) For natural persons:
 - (1) The applicant must generate monthly income above the minimum wage.
 - (2) The loan payment/income ratio must be below 40%.
 - (3) The applicant must have been employed for more than 2 years.
 - (4) In the absence of any of the foregoing, sufficient additional collateral must always be obtained in each case.
 - (5) If our analyst requires a property title to secure solvency for the loan, the spouse must co-sign as a guarantor.
- (ii) For companies:
 - (1) For companies incorporated less than 3 years ago or which, albeit with longer seniority, have proprietary equity of under € 30,000, a bank guarantee (*aval*) will be necessary (subject to justified exceptions) that enjoys the necessary solvency based on the risk inherent to the transaction.
 - (2) Bad debt "bureaux" (Asnef/Equifax, Badexcug/Experian and RAI) should always be consulted to obtain background details on all members of the applicant company. This consultation involves checking the default track record of the company (debt left unpaid for 60 or 90 calendar days, in each case) and its members, and is therefore not related to financial data. Financial data (Balance Sheet and P&L Account) will be analysed further to extracts from the commercial registry, Informa or the company's Corporate Income Tax statement, mainly.

These criteria are generally taken into account, based on the documents submitted by our clients (indicated in 2.2.7.2.2 above). All original documents should be provided to the car dealer, which will take care of the necessary photocopies. In this way, the authenticity of the documents submitted is ensured, to a large extent.

2.2.7.2.6 *Databases consulted when analysing a loan application*

Default databases of ASNEF/Equifax and Badexcug/Experian (clients with a ">60 calendar days" default track record) are systematically consulted for each application received. This consultation checks any negative payment information available on the various parties involved in a transaction. However, an ASNEF/Equifax project and a similar one between Badexcug/Experian are currently at an implementation stage (and not operative for the moment), which would allow a future consultation of positive information on the payment history of the parties involved.

In all cases, historic internal databases are also consulted.

The Bank of Spain's Central Office for Risks is periodically consulted in relation to large clients for whom an outstanding risk has been previously reported. In these cases, information on these clients' outstanding risks may be obtained from other financial institutions and banks.

The price bases for Used Vehicles (Ganvam) are automatically and systematically consulted by our validators, in order to avoid the risk of over-charging.

Other databases, such as Informa or the Registry of Unpaid Loans (RAI), are sometimes consulted if, for instance, information or confirmation is necessary on the official statements (balance sheet) of a loan applicant company.

Furthermore, each captured application also involves our Hunter sector fraud tool (supplied with information from brand financial institutions) and the Confirma fraud tool (supplied by multiproduct financial institutions). Both tools cross-reference various application fields for potential fraud alerts, allowing the detection of possible attempted fraud.

2.2.7.3. Case Examination. Approval Process

Applications are directly approved by the GP (*Gestion Provisoire*) system, and is subject to the highest security standards. Only authorised persons may approve transactions, depending on the level of their entrusted duties.

2.2.7.4. Volume Data and Processing Times

In late 2007, several risk prevention measures were adopted to exhaustively control the risk inherent to our accepted demand. As a result of a highly selective reporting effort, PSA Financial Services has been able to maintain a balance in the risk undertaken without negatively impacting our sales activity. These measures may be summarised as follows:

- (i) More anti-fraud checks (particularly to verify employment), which have allowed us to maintain fraud losses at a historical minimum (just 0.023% files in 2021).
- (ii) More Registry verifications of client properties: this will depend on the analyst's opinion but particularly applies to certain risk groups (basically in the red zone) and especially for foreigners, freelance workers/industrial vehicles, construction sectors, loans requested for a very long term, and senior VO.
- (iii) Manual treatment of risk niches detected in our automatic acceptance.
- (iv) Restrictions on the main risk niches, particularly in VO, submitting an approval from higher decision-making levels.
- (v) Analysis of initial default (analyst feedback).

All these measures have entailed high exhaustive control of all automatically dismissed applications, which have remained under 4.3% in 2021.

2.2.7.4.1 *Average processing time of facility applications*

A report is immediately issued in all automatically approved applications (56.34% of all applications). However, applications subject to a manual report involve the following average time between capture and approval:

- (i) For natural persons: one (1) day maximum.
- (ii) For companies: two (2) calendar days maximum.

2.2.7.4.2 *Volume of applications*

The volume of applications received in 2021 totalled 65,375 applications from natural persons and 11,437 from companies. This volume is irregular over the year, with very noticeable seasonality.

2.2.7.4.3 *Dismissed applications*

In 2021, the dismissal rate of loan applications for natural persons was 8.9% and 16.5% for legal persons; the usual reasons for non-acceptance were lack of payment capacity and solvency of the loan applicants. PSA Financial Services has instructions in place as guidance in the acceptance process, which seek to limit the risk undertaken.

The non-formalisation rate (approved applications eventually not formalised) was 17.1%⁶ in 2021.

2.2.7.5. Recovery process for non-performing loans

All collection proceedings, whether amicable or contentious, are entrusted to the recoveries manager at PSA Financial Services.

Specifically, an amicable settlement by phone within 1 to 65 calendar days since the default date is directly carried out at the *Plataforma Telefónica Sur Madrid* (South Madrid Call Centre), physically located on the same facilities and locally reporting to the recoveries manager.

The management of PSA Financial Services works on the entire family of loan products for Retail, Fleets and Car Dealer Risk, once sales representatives are considered to have completed their work (in this last case).

Furthermore, the management of PSA Financial Services (specifically as a sub-process of the Contentious Department) will supervise and ensure that all failed operations are adequately handled, in order to study and propose a sale loss (if any).

Starting in December 2015, PSA Financial Services launched a Recovery WEB (EWR) allowing its clients to continue to individually handle their procedure at any time. Through this website, the client may pay the debt with a credit card, process a payment agreement and contact PSA Financial Services, whether directly or by scheduling an appointment with the company.

For more than 20 years, PSA Financial Services has been committed to using specialised processes and remedies that guarantee the quality of collection management, adapting the resources assigned according to the moment in time and economic scenario, thus guaranteeing controlled risk costs.

Throughout the transaction, a behaviour scoring policy is followed, whether automatically when identifying campaigns or manually by using SAS-type statistic tools.

In addition to behaviour scoring, which is activated upon initial default under the loan, and acceptance scoring, PSA Financial Services' prioritisation criteria are based on debt seniority and the outstanding risk of the file. These variables are used to design our collection strategy, by risk levels and subject to an overall target-based working strategy.

The table below shows the various management levels in the collection process.

⁶ Data not yet mature due to delays in vehicle deliveries (microchips crisis).

Management Levels	Mission
Self-Management Service	The client handles its own management through the website (EWR), using payment gateways, with client guidance through vocal IVR instructions.
Payment by phone, current South Madrid Call Centre	To reinstate clients in temporary financial distress into the regular payment circuit, with continued good relations. All steps are carried out by phone, texting, letters and e-mail.
Pre-contentious or Personalised Management	Personalised management will be used to regularise default. If regularisation is not possible, the client is redirected to Field Collection.
Contentious Collection	To recover as much unpaid debt as possible after the file is carried to losses. At this stage, if the client is solvent, legal proceedings usually begin. If it is not solvent, external companies are used to reach an amicable settlement with the client over a certain period of time.
Field Collection	This horizontal system is used at any time in the process, to regularise default. If this channel is not feasible over a reasonable period of time, another type of solution may be negotiated with the client (delivery of the vehicle, etc.)
Special Measures and Fraud	A horizontal system triggered in high-risk situations and in DDR (rapid deterioration) alerts, prioritising potential fraud cases.

These different management levels guarantee that various types of default receive specific treatment:

- (i) New automatic submissions to the bank.
- (ii) Client calls (with varying call lists depending on client complexity, characteristics and payment experience: re-offending borrowers, unkept promises, new clients, two payment defaults, etc.).
- (iii) All clients receive individual calls: each Personalised Management operator is assigned an individual portfolio.
- (iv) Client visits (personal contact). If the problem is not resolved with a credit payment or debt refinancing, the financed vehicles are eventually recovered (very often in an amicable manner).
- (v) Legal action.

All collection management is target-based; these targets must be met at each management level.

Level-one amicable collection by phone is carried out through a company call centre, using PSA Group in-house technology, to guarantee:

- (i) The management of calls on hold.
- (ii) Optimised operator time.

- (iii) Line and operator behaviour statistics.
- (iv) Flexibility when using technical and human resources.

This call centre has been in use since 1990. In June 1997, all activity was centralised.

Personalised management uses databases with basic client details and the necessary management tools to ensure continuous supervised management.

The personalised management team was formed in 2003 and consists of experienced collection managers ascribed to the risk management area. It brings together senior managers with the greatest negotiation potential.

Mobile offices are used for field collection, to guarantee:

- (i) That these collection managers are separate, both in geographical and organisational terms.
- (ii) Process uniformity and rationalised tasks.
- (iii) Low management costs.
- (iv) That information is available for a single common procedure applied to all management centres (optimised information flow between telephone management and field management).
- (v) Paperless procedure.
- (vi) A common tool to plan each operator’s work.
- (vii) Back-up provided by two external recovery companies and on-site processing.

Specific technology is used for collection (generally speaking, the CCI tool used to handle recovery calls), both for the call centre and for pre-contentious management. The Exped III system is used to follow up on contentious collection. The call centre specifically uses Genesys and Alcatel technology.

The field management team is made up of highly experienced staff, nearly all of whom have more than ten years’ work experience.

All cases are forwarded from a management centre/type to another management centre/type, either automatically or as decided by the operator. Management levels by seniority are itemised below:

Day	Action
D	Receipt of 1 st non-payment
D+1	<ul style="list-style-type: none"> – Based on an analysis of the client’s payment behaviour: – An amicable self-service phase for a client leaving an occasional bill unpaid – A second submission is automatically sent to the bank depending on the file scoring (no automatic submission is triggered for rapidly deteriorating or reoffending debtors)

Day	Action
	<ul style="list-style-type: none"> - A text message/email is generated to report the debt, inviting the client to pay through the recovery website (EWR)
<p>D+2</p> <p>The contract is handled through the call centre, for outgoing and incoming calls. A text message and email are sent to locate and report to a client</p>	<ul style="list-style-type: none"> - If the bank account balance is sufficient: <ul style="list-style-type: none"> - A new submission is manually sent to the bank, only at the client's request and in very specific cases. - An informative email is sent to the client, claiming bill payment rejection fees and default interest. - If there is insufficient balance in the account: <ul style="list-style-type: none"> - A letter of payment is issued (to be submitted to the bank) and initial phone contact made.
<p>Between D+2 and D+65</p> <p>The same applicable in the previous phase. Transition to a higher level should be avoided</p>	<ul style="list-style-type: none"> - Amicable negotiations by phone (promises to pay + follow-up)
<p>Between D+2 and D+65</p> <p>The case of a reoffending client will be individually handled depending on debt risk and seniority, in order to avoid the transaction's deterioration and default</p>	<ul style="list-style-type: none"> - An individual portfolio of reoffending clients is handled by phone, at level one of this personalised management, or if the operator (based on field-redirection criteria) considers that the case should be forwarded to Field Collection.
<p>Between D+66 and D+90</p> <p>Personalised management depending on debt risk and seniority, to avoid the transaction's deterioration and default</p>	<ul style="list-style-type: none"> - An individual portfolio is handled by phone, at level two of this personalised management, or if the operator (based on field-redirection criteria) considers that the case should be forwarded to Field Collection.
<p>Between D+91 and D+120</p> <p>Like in the previous phase</p>	<ul style="list-style-type: none"> - An individual portfolio is handled by phone, at level three of this personalised management, or if the operator (based on field-redirection criteria) considers that the case should be forwarded to Field Collection.
<p>Between D+121 and D+150</p> <p>Like in the previous phase</p>	<ul style="list-style-type: none"> - An individual portfolio is handled by phone, at level four of this personalised management, or if the operator (based on field-redirection criteria) considers that the case should be forwarded to Field Collection.

Day	Action
At any time, but usually between D+65 and D+150	– Field Collection Management.
If 150 calendar days have elapsed since the initial non-payment	– Court proceedings are filed or an amicable contentious procedure is followed.

In short, the standard time for amicable handling through the call centre is 1 to 65 calendar days; 66 to 150 calendar days if the procedure is amicable but personalised for each senior operator; and, for more than 150 calendar days in a contentious case, either in court with legal counsel or amicably (with legal counsel or in-house). Field collection may take part at any point in this process.

2.2.7.5.1 Supervision of outstanding debt accounts

Several supervision reports are drawn up for outstanding debt, of which the most important are:

- (i) “Stock Unpaid” or “stock of outstanding debt”.
- (ii) A monthly report issued by the recoveries management, including the most important information on all collection management centre activity (amongst others).
- (iii) A complete system of graphic management through Obeya Recoveries, which aggregates a variety of indicators in all sub-processes and teams.
- (iv) Specific “Tableau de Bord” for recoveries.

Asset Sales (Repossessed Units):

PSA Financial Services is entitled to sell its recovered vehicles in two cases:

- (i) If the vehicle has been amicably handed over by the client as part of a debt negotiation process.
- (ii) If the vehicle has been recovered through an ongoing lawsuit.

Vehicle recovery takes place either through our collection operators (amicable process) or through attorneys in charge of court claims or external recovery companies (contentious). The Seller’s sale procedure depends on the offers obtained. This sale process begins when PSA Financial Services has all the necessary documentation.

At present, sales are generally completed through “MOTRADA” on-line auctions.

In all cases, the vehicle is appraised by an external appraiser.

Once the necessary approval is obtained, the unit will be sold during the same month of approval.

Only upon confirmation of payment will the vehicle be withdrawn from the associated car dealer’s facilities.

2.2.7.6. Special consideration relating to the legal effects and remedies available to the creditor under a loan agreement including a reservation of title provision

Loan agreements including a reservation of title provision may be:

- (a) formalised as a Public Document or as a private document;
- (b) drafted following the official form or not; and
- (c) registered with the Register of Instalment Sales of Movable Properties (and therefore in the Vehicles Register of the Spanish General Traffic Directorate) or not.

In addition, in connection with limb (c) above, only those loan agreements drafted following the official form (formalised either as a Public Document or as a private agreement) can be registered with the Register of Instalment Sales of Movable Properties.

Furthermore, in general, upon breach by the borrower of its obligations under a loan agreement including a reservation of title provision, the creditor may elect between (i) declaring the acceleration of the loan agreement and claim payment of all amounts due thereunder; (ii) claiming exclusively the unpaid amounts.

The legal regime, effects and protections for the creditor in case of a breach of a loan agreement with a reservation of title provision may vary depending on the features listed above.

A summary of the legal regime, effects and protections for the creditor in loan agreements with a reservation of title provision depending on each of these features is included below:

- (i) *Reservation of title provision included in a loan agreement formalised as a private document and not following the official form.*

Benefits and preferences

The creditor under a loan agreement formalised as a private document not following the official form will not be able to benefit from the preferences and priorities foreseen in (x) article 1922.2 of the Civil Code, by virtue of which credits secured with a security over a relevant asset will enjoy preference up to the value of the asset and (y) article 1926.1 of the Civil Code, by virtue of which, if two or more co-existing credits over certain movable assets, a credit secured with a security over such asset will exclude the remaining credits up to the value of the secured asset, nor will be able to benefit from the right of separation in case of insolvency of the owner of the vehicle.

Effectiveness against third parties

Loan agreements formalised as a private document not following the official form will only be effective between the parties to the loan agreement. Good-faith purchasers (*adquirentes de buena fe*) of the vehicle could argue that they were not aware of the existence of a reservation of title over the vehicle, and consequently the reservation of title provisions will not be enforceable against such good-faith purchasers.

Available proceedings

The creditor will only be entitled to initiate a declarative court proceeding for the recognition of its right to receive payment under the loan agreement prior to initiating an enforceable action against the assets of the borrower.

Such declarative court proceedings will commence with the filing of a claim (*demanda*) and the reply (*contestación*) of the borrower. After this, there will be a preliminary hearing (*audiencia previa*) where all the formal or procedural issues will be discussed. At this moment, the parties will request the application of the relevant means of evidence.

The next step will be the trial (*juicio*) where the witnesses and experts pose their arguments and will conclude with the court ruling (*sentencia*). In the event that the ruling was in favour of the creditor, if the borrower does not comply with the obligations of the ruling, the creditor will be able to request the enforcement of the ruling and the corresponding seizure of the assets (including the vehicle). In case the borrower does not comply with the obligations of the ruling or appeals it, the creditor will still be able to request the provisional enforcement of the ruling.

Declarative court proceedings would normally take significantly longer than a notarial or court enforcement proceeding (generally, not less than one year and a half and up to two to three years to finalise the proceeding if there are appeals – even more depending on the court workload).

- (ii) *Reservation of title provision included in a loan agreement formalised as a private document following the official form.*

Benefits and preferences

Benefits and preferences of the creditor under a loan agreement formalised as a private document following the official form will depend on whether or not the loan agreement has been registered with the Register of Instalment Sales of Movable Properties:

- (1) If the loan agreement has not been registered with the Register of Instalment Sales of Movable Properties, the benefits and preferences of the creditor under the loan agreement will be those described in paragraph (i) above.
- (2) If the loan agreement has been registered with the Register of Instalment Sales of Movable Properties, the creditor will have a right of separation over the vehicle in the event of insolvency of the vehicle owner. In such case, the vehicle will not be included in the insolvency estate (*masa activa*) of the owner and therefore will not be taken into account when assessing the assets held by the owner of the vehicle to pay the amounts due to his/her creditors. However, it will be possible to include in such insolvency estate any excess after repayment of the amounts due to the creditor under the loan agreement. In addition, the creditor would also enjoy the preference and priority set out in articles 1922.2 and 1926.1 of the Civil Code explained in section (i) above.

Effectiveness against third parties

The effectiveness against third parties of a loan agreement formalised as a private document following the official form will depend on whether or not the loan agreement has been registered with the Register of Instalment Sales of Movable Properties:

- (1) If the loan agreement has not been registered with the Register of Instalment Sales of Movable Properties, it will only be effective between the parties to the loan agreement, as described in paragraph (i) above.
- (2) If the loan agreement has been registered with the Register of Instalment Sales of Movable Properties, the loan agreement will be effective against third parties. This

means that a good-faith purchaser (*adquirente de buena fe*) will not be able to argue that it was not aware of the reservation of title provision over the vehicle, and thus this reservation of title provision will be enforceable against such good-faith purchaser.

Available proceedings

The proceedings available to the creditor under a loan agreement formalised as a private document following the official form will depend on whether or not the loan agreement has been registered with the Register of Instalment Sales of Movable Properties:

- (1) If the loan agreement has not been registered with the Register of Instalment Sales of Movable Properties, the only proceedings available to the creditor would be the declarative court proceedings described in paragraph (i) above.
- (2) If the agreement has been registered with the Register of Instalment Sales of Movable Properties, the proceedings available to the creditor would be (A) the declarative court proceeding described in paragraph (i) above; and (B) the notarial enforcement proceeding described below. In addition, it would also enjoy the additional protections in case of sale of the secured asset to a third party explained below.

In particular, in case of breach of a loan agreement registered with the Register of Instalment Sales of Movable Properties, the creditor may initiate the enforcement proceeding against the secured asset set out in article 16.2 of Retail Instalment Sales Act. It should be noted that these proceedings can only be used by the creditor to enforce against the assets covered by the reservation of title provision and not against any other assets of the borrower.

A summary of the proceeding set out in article 16.2 of the Retail Instalment Sales Act is included below:

- A. The creditor, through a notary public of (x) the place where the assets covered by the reservation of title provision are located, or (y) the place where payment should be made or (z) the place of the borrower's address, will claim the relevant payment from the borrower, indicating the total amount claimed and the cause of early termination the secured obligation. In addition, the borrower will be advised that, in case of failure to comply with the relevant obligation, the creditor will proceed to enforce against the secured assets pursuant to the provisions of such article 16.2 of the Retail Instalment Sales Act. Unless otherwise agreed, the amount payable by the borrower (*cantidad líquida, vencida y exigible*) will be the amount specified in the certificate issued by the creditor, provided that it has been verified, through a notary public, that it has been calculated by the creditor in accordance with the relevant loan agreement and that such amount reflects the accounting books of the creditor.
- B. The borrower, within three (3) Business Days following the date on which he/she received such claim demand shall pay the amount claimed or will deliver the possession of the secured assets to the creditor or to the person designated by the creditor in the claim demand.
- C. If the borrower fails to pay within the above mentioned three-business-day period, but voluntarily delivers the possession of the secured assets, such

secured assets will be sold at a public auction with the intervention of a notary public.

The rules set out in article 1872 of the Civil Code, the Notarial Act and any complementary provisions, as well as the standards regulating the professional activity of public notaries will apply to such public auction. Without prejudice to the foregoing, the creditor may opt for the award of the assets in lieu of payment without the need to attend the public auction. In this case, the provisions of item E of this section will apply.

- D. Should the borrower fail to pay the amount claimed and to deliver the possession of the secured assets, the creditor may request from the competent court the protection of its rights through enforcement action or repossession of the secured assets in accordance with articles 250.1.10 and 250.1.11 of the Civil Procedure Act.
- E. In case of acquisition by the creditor of the assets delivered by the borrower in lieu of payment, if the value of the secured assets at the time of their delivery to the creditor, according to the reference tables or indexes of depreciation established in the relevant loan agreement, was (x) lower than the claimed amount, the creditor will have a claim against the borrower for the outstanding amount; (y) higher than the claimed amount, the borrower will have a claim against the creditor for the excess amount.

In the event that no mechanism for the calculation of such depreciation has been agreed in the loan agreement, the relevant parties must justify such depreciation in the relevant declarative court proceeding (*procedimiento declarativo*).

- F. In case of sale of the asset in a public auction, if the value of the asset according to the award price at the auction was (x) lower than the claimed amount, the creditor will have a claim against the borrower for the outstanding amount; (y) higher than the claimed amount, the borrower will have a claim against the creditor for the excess amount.

In the event that the assets subject to a reservation of title provision registered in the Register of Instalment Sales of Movable Properties, are in possession of a third party other than the original borrower (including, for the avoidance of doubt, a good-faith purchaser (*adquirente de buena fe*)), the following will apply:

1. The third party possessor of the secured assets (including a good-faith purchaser) will be required through a notary public, to pay the claimed amount or deliver the possession of the secured assets within three (3) Business Days.
2. If the third party possessor of the secured assets (including a good-faith purchaser) pays the claimed amount to the creditor, he/she will be subrogated into the contractual position of the creditor against the original borrower. If the asset is delivered, all enforcement measures, whether processed before a notary public or in court, will be followed and any excess after full satisfaction of the amounts due to the creditor will be handed over to the purchaser (or any other party in possession of the asset). If the party in possession of the asset fails to pay or to deliver such assets, the provisions of items D et seq. above will apply.

- (iii) *Reservation of title provision included in a loan agreement formalised as a Public Document and not following the official form.*

Benefits and preference

If the loan agreement has been formalised as a Public Document and not following the official form, the creditor will enjoy the preference and priority set out in articles 1922.2 and 1926.1 of the Civil Code, as described in section (i) above. However, as indicated in section (i) above, the creditor will not have the right of separation described in section (ii) above.

Effectiveness against third parties

Loan agreements formalised as a Public Document not following the official form will only be effective between the parties to the loan agreement, in the terms described in section (i) above.

Available proceedings

If the loan agreement has been documented in a Public Document, it will be considered as an enforceable title (*titulo ejecutivo*) according to article 517.2 of the Civil Procedure Act (provided that the requirements set out in the Civil Procedure Act have been complied with).

In such case, the following proceedings would be available to the creditor:

- (1) The declarative court proceedings described in section (i) above.
- (2) The enforcement court proceedings. The enforcement court proceedings will commence with the filing with the court of an enforcement claim (*demanda ejecutiva*), to which the borrower can oppose on the basis of limited grounds, and the subsequent resolution of the court ordering the seizure of the assets of the borrower (including, without limitation, the secured assets, in case these are still held by the borrower).

- (iv) *Reservation of title provision included in a loan agreement formalised as a Public Document and following the official form.*

Benefits and preference

Benefits and preferences of the creditor under a loan agreement formalised as a Public Document following the official form will depend on whether or not the loan agreement has been registered with the Register of Instalment Sales of Movable Properties:

- (1) If the loan agreement has not been registered with the Register of Instalment Sales of Movable Properties, the creditor will enjoy the preference and priority set out in articles 1922.2 and 1926.1 of the Civil Code, as described in section (i) above. However, the creditor will not be able to benefit from the right of separation in case of insolvency of the owner of the vehicle described in section (ii) above.
- (2) If the loan agreement has been registered with the Register of Instalment Sales of Movable Properties, the creditor will enjoy the benefits and preferences set out in articles 1922.2 and 1926.1 of the Civil Code and it will benefit from the right of

separation in case of insolvency of the owner of the vehicle described in section (ii) above.

Effectiveness against third parties

The effectiveness of a loan agreement that is formalised as a Public Document following the official form will depend on whether or not the loan agreement has been registered with the Register of Instalment Sales of Movable Properties:

- (1) If the loan agreement has not been registered with the Register of Instalment Sales of Movable Properties, it will only be effective between the parties to the loan agreement, as described in paragraph (i) above.
- (2) If the loan agreement has been registered with the Register of Instalment Sales of Movable Properties, the loan agreement will be effective against third parties. This means that a good-faith purchaser (*adquirente de buena fe*) will not be able to argue that it was not aware of the reservation of title provision over the vehicle, and thus this reservation of title provision will be enforceable against such good-faith purchaser.

Available proceedings

If the loan agreement has been documented in a Public Document, it will be considered as an enforceable title (*título ejecutivo*) according to article 517.2 of the Civil Procedure Act (provided that the requirements set out in the Civil Procedure Act have been complied with). In such case, the proceedings available to the creditor would depend on whether or not the loan agreement has been registered with the Register of Instalment Sales of Movable Properties:

- (1) If the loan agreement has not been registered with the Register of Instalment Sales of Movable Properties, the proceedings available to the creditor will be those envisaged in section (iii) above (i.e., the declarative court proceedings and the enforcement court proceedings).
- (2) If the loan agreement has been registered with the Register of Instalment Sales of Movable Properties, the creditor will be able to initiate, in addition to any of the proceedings envisaged in paragraph (1) above, the notarial enforcement proceeding described in section (ii) above.

2.2.7.7. Arrears and recovery information of the PSA Financial Services loan portfolio

The following tables show the historical performance of a similar portfolio of auto loans originated by the PSA Financial Services to the Loans included in the Preliminary Portfolio with the aim to inform potential investors of the performance of the auto loan portfolio.

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2.2.7.7.1 Delinquency ratio

The table shows the delinquency ratio of auto loans, calculated as the balance of the relevant delinquency bucket divided by the balance of the total exposure of loans.

New Vehicles

Quarter	Portfolio Current Balance	Delinquencies Outstanding as % of total portfolio (Number of days in arrears)							
		Not Delinquent	1-10	11-30	31-60	61-90	91-120	121-149	>=150
2013Q1	982,614,324	90.80%	0.00%	1.16%	0.55%	0.35%	0.22%	0.23%	6.69%
2013Q2	959,280,652	91.13%	0.00%	0.96%	0.44%	0.28%	0.29%	0.20%	6.71%
2013Q3	947,238,149	91.68%	0.00%	0.91%	0.43%	0.24%	0.13%	0.15%	6.45%
2013Q4	950,429,777	92.42%	0.00%	0.85%	0.37%	0.23%	0.15%	0.14%	5.83%
2014Q1	936,640,305	92.78%	0.00%	0.88%	0.50%	0.29%	0.13%	0.12%	5.31%
2014Q2	928,381,114	93.39%	0.00%	0.81%	0.47%	0.22%	0.15%	0.14%	4.82%
2014Q3	944,886,325	94.29%	0.00%	0.77%	0.32%	0.14%	0.13%	0.13%	4.23%
2014Q4	957,526,960	95.91%	0.00%	0.69%	0.28%	0.18%	0.13%	0.08%	2.73%
2015Q1	976,698,897	96.35%	0.00%	0.65%	0.23%	0.18%	0.10%	0.08%	2.40%
2015Q2	988,718,360	96.50%	0.00%	0.68%	0.29%	0.18%	0.13%	0.06%	2.17%
2015Q3	1,013,696,440	96.85%	0.00%	0.64%	0.27%	0.12%	0.09%	0.06%	1.95%
2015Q4	1,064,014,953	97.27%	0.00%	0.52%	0.22%	0.15%	0.09%	0.07%	1.67%
2016Q1	1,115,244,453	97.48%	0.00%	0.54%	0.24%	0.13%	0.08%	0.07%	1.46%
2016Q2	1,158,629,860	97.67%	0.00%	0.47%	0.23%	0.15%	0.10%	0.07%	1.32%
2016Q3	1,195,877,733	97.88%	0.00%	0.53%	0.23%	0.09%	0.06%	0.06%	1.15%
2016Q4	1,227,866,365	98.06%	0.00%	0.49%	0.23%	0.10%	0.08%	0.05%	0.98%
2017Q1	1,288,372,696	98.20%	0.00%	0.50%	0.20%	0.12%	0.08%	0.05%	0.85%
2017Q2	1,336,946,780	98.40%	0.00%	0.46%	0.20%	0.09%	0.07%	0.04%	0.74%
2017Q3	1,371,189,372	98.39%	0.00%	0.49%	0.24%	0.11%	0.08%	0.06%	0.62%
2017Q4	1,424,032,421	98.53%	0.00%	0.42%	0.19%	0.12%	0.08%	0.06%	0.59%
2018Q1	1,473,734,465	98.48%	0.00%	0.45%	0.21%	0.16%	0.07%	0.05%	0.59%
2018Q2	1,523,781,008	98.46%	0.00%	0.46%	0.24%	0.14%	0.06%	0.06%	0.57%
2018Q3	1,583,855,179	98.51%	0.00%	0.47%	0.23%	0.10%	0.07%	0.06%	0.55%
2018Q4	1,667,228,350	98.60%	0.00%	0.41%	0.21%	0.11%	0.07%	0.06%	0.54%
2019Q1	1,710,880,674	98.58%	0.00%	0.43%	0.17%	0.13%	0.08%	0.06%	0.55%
2019Q2	1,754,559,171	98.62%	0.00%	0.36%	0.23%	0.10%	0.07%	0.04%	0.57%
2019Q3	1,800,714,452	98.53%	0.00%	0.41%	0.23%	0.12%	0.06%	0.07%	0.58%
2019Q4	1,856,039,088	98.53%	0.00%	0.38%	0.22%	0.13%	0.08%	0.06%	0.59%
2020Q1	1,856,704,042	98.14%	0.00%	0.64%	0.23%	0.17%	0.09%	0.07%	0.66%
2020Q2	1,800,828,925	97.99%	0.01%	0.79%	0.21%	0.21%	0.07%	0.04%	0.67%
2020Q3	1,811,899,787	97.73%	0.03%	1.01%	0.26%	0.16%	0.09%	0.05%	0.68%
2020Q4	1,803,329,807	97.87%	0.02%	0.68%	0.37%	0.16%	0.10%	0.07%	0.72%
2021Q1	1,742,520,875	97.74%	0.02%	0.68%	0.42%	0.16%	0.09%	0.09%	0.81%
2021Q2	1,708,365,098	97.71%	0.02%	0.79%	0.26%	0.16%	0.11%	0.06%	0.88%
2021Q3	1,650,532,428	97.61%	0.03%	0.87%	0.30%	0.15%	0.08%	0.06%	0.90%
2021Q4	1,611,290,180	97.59%	0.01%	0.69%	0.41%	0.18%	0.11%	0.08%	0.92%

Used Vehicles

Quarter	Portfolio Current Balance	Delinquencies Outstanding as % of total portfolio (Number of days in arrears)							
		Not Delinquent	1-10	11-30	31-60	61-90	91-120	121-149	>=150
2013Q1	121,898,853	81.29%	0.00%	1.54%	0.89%	0.56%	0.45%	0.35%	14.92%
2013Q2	125,246,826	82.97%	0.00%	1.26%	0.69%	0.38%	0.34%	0.29%	14.07%
2013Q3	121,234,209	83.57%	0.00%	1.37%	0.61%	0.32%	0.23%	0.24%	13.66%
2013Q4	126,582,419	85.84%	0.00%	1.10%	0.57%	0.33%	0.25%	0.23%	11.68%
2014Q1	126,775,201	87.04%	0.00%	1.18%	0.59%	0.38%	0.21%	0.19%	10.41%
2014Q2	127,907,160	88.44%	0.00%	0.95%	0.57%	0.25%	0.17%	0.22%	9.39%
2014Q3	124,376,730	89.40%	0.00%	1.00%	0.39%	0.30%	0.13%	0.16%	8.62%
2014Q4	125,126,129	92.97%	0.00%	0.95%	0.41%	0.21%	0.18%	0.12%	5.16%
2015Q1	128,830,358	93.56%	0.00%	0.98%	0.41%	0.24%	0.15%	0.14%	4.51%
2015Q2	138,214,097	94.16%	0.00%	1.09%	0.34%	0.21%	0.12%	0.13%	3.94%
2015Q3	143,785,728	95.09%	0.00%	0.71%	0.39%	0.16%	0.19%	0.06%	3.41%
2015Q4	154,914,090	95.67%	0.00%	0.76%	0.38%	0.16%	0.15%	0.08%	2.81%
2016Q1	165,251,138	96.19%	0.00%	0.64%	0.31%	0.26%	0.14%	0.10%	2.36%
2016Q2	177,019,053	96.80%	0.00%	0.57%	0.28%	0.16%	0.09%	0.10%	1.99%
2016Q3	177,521,536	96.96%	0.00%	0.63%	0.31%	0.14%	0.08%	0.06%	1.82%
2016Q4	180,691,644	97.10%	0.00%	0.74%	0.24%	0.16%	0.11%	0.12%	1.53%
2017Q1	189,962,412	97.35%	0.00%	0.68%	0.31%	0.18%	0.11%	0.07%	1.31%
2017Q2	205,792,450	97.71%	0.00%	0.62%	0.31%	0.13%	0.09%	0.06%	1.08%
2017Q3	218,958,431	97.81%	0.00%	0.68%	0.29%	0.15%	0.10%	0.07%	0.90%
2017Q4	239,676,651	98.16%	0.00%	0.47%	0.26%	0.14%	0.10%	0.06%	0.81%
2018Q1	253,913,160	98.08%	0.00%	0.59%	0.22%	0.18%	0.09%	0.08%	0.76%
2018Q2	271,107,640	98.09%	0.00%	0.62%	0.25%	0.16%	0.12%	0.05%	0.71%
2018Q3	275,782,891	98.21%	0.00%	0.53%	0.26%	0.10%	0.11%	0.06%	0.72%
2018Q4	291,286,816	98.17%	0.00%	0.53%	0.27%	0.17%	0.07%	0.07%	0.72%
2019Q1	298,320,321	98.08%	0.00%	0.55%	0.27%	0.20%	0.10%	0.07%	0.73%
2019Q2	312,087,116	98.26%	0.00%	0.40%	0.30%	0.12%	0.12%	0.07%	0.72%
2019Q3	315,014,348	98.08%	0.00%	0.53%	0.25%	0.19%	0.09%	0.08%	0.78%
2019Q4	328,741,317	98.19%	0.00%	0.46%	0.25%	0.12%	0.11%	0.07%	0.80%
2020Q1	329,066,899	97.74%	0.00%	0.73%	0.25%	0.21%	0.12%	0.12%	0.83%
2020Q2	319,455,037	97.46%	0.02%	1.03%	0.24%	0.24%	0.10%	0.07%	0.85%
2020Q3	321,079,035	97.08%	0.04%	1.24%	0.37%	0.22%	0.09%	0.09%	0.88%
2020Q4	325,667,712	97.20%	0.05%	0.87%	0.47%	0.23%	0.15%	0.12%	0.91%
2021Q1	326,988,163	97.15%	0.03%	0.84%	0.48%	0.19%	0.14%	0.10%	1.05%
2021Q2	334,089,530	97.21%	0.05%	0.97%	0.27%	0.22%	0.11%	0.07%	1.11%
2021Q3	336,317,234	97.08%	0.04%	1.03%	0.34%	0.21%	0.09%	0.07%	1.13%
2021Q4	334,347,218	97.04%	0.02%	0.84%	0.47%	0.25%	0.13%	0.09%	1.16%

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2.2.7.7.2 Cumulative default rate of Defaulted Receivables

The following tables show the cumulative default rate of Defaulted Receivables that has been calculated by dividing: (i) the cumulative Outstanding Balance of the Defaulted Receivables that have been designated as such during the period between the quarter following their quarter of origination and that indicated in the table; and (ii) the principal granted in the quarters indicated in the tables.

Static Cumulative Gross Defaults

New Vehicles

Quarter of Origination	Originated Amount (€)	Number of Quarters after Origination																																					
		Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	Q27	Q28	Q29	Q30	Q31	Q32	Q33	Q34	Q35	Q36		
2013Q1	71,020,562.67	0.03	0.07	0.20	0.51	0.66	0.85	1.05	1.12	1.22	1.38	1.51	1.64	1.73	1.83	1.88	1.95	1.99	2.02	2.06	2.12	2.15	2.19	2.20	2.20	2.20	2.20	2.23	2.23	2.23	2.23	2.24	2.24	2.24	2.24	2.24	2.24		
2013Q2	80,791,622.60	0.00	0.12	0.35	0.45	0.78	0.99	1.13	1.23	1.38	1.47	1.53	1.63	1.72	1.77	1.82	1.87	1.88	1.92	1.97	1.99	2.00	2.02	2.02	2.02	2.02	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	
2013Q3	92,182,041.83	0.03	0.06	0.21	0.31	0.46	0.63	0.79	0.96	1.10	1.18	1.26	1.40	1.46	1.53	1.62	1.64	1.69	1.73	1.78	1.81	1.82	1.86	1.87	1.89	1.90	1.90	1.90	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	
2013Q4	110,466,422.87	0.01	0.10	0.24	0.37	0.55	0.69	0.86	0.96	1.05	1.10	1.26	1.40	1.48	1.53	1.56	1.58	1.61	1.63	1.66	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.75	1.75	1.76	1.76	1.76	1.76	1.76	1.76	1.76	1.76	1.76	
2014Q1	96,837,798.55	0.04	0.10	0.22	0.26	0.40	0.56	0.63	0.71	0.75	0.87	0.99	1.12	1.21	1.25	1.29	1.33	1.35	1.39	1.42	1.44	1.46	1.48	1.49	1.49	1.50	1.51	1.51	1.51	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	
2014Q2	95,531,605.12	0.00	0.08	0.14	0.31	0.44	0.52	0.64	0.77	0.87	1.03	1.14	1.25	1.32	1.35	1.39	1.39	1.45	1.47	1.50	1.52	1.53	1.55	1.56	1.56	1.57	1.57	1.57	1.57	1.58	1.58	1.58	1.58	1.58	1.58	1.58	1.58	1.58	
2014Q3	111,869,300.78	0.01	0.07	0.16	0.26	0.41	0.51	0.74	0.90	0.97	1.04	1.13	1.19	1.23	1.27	1.31	1.34	1.41	1.45	1.48	1.50	1.52	1.54	1.55	1.57	1.58	1.58	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	
2014Q4	122,333,559.46	0.00	0.12	0.19	0.31	0.39	0.50	0.66	0.76	0.85	0.97	1.10	1.18	1.23	1.28	1.36	1.42	1.48	1.51	1.55	1.58	1.62	1.63	1.65	1.66	1.67	1.68	1.68	1.68	1.68	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	
2015Q1	121,292,680.34	0.01	0.06	0.18	0.33	0.53	0.69	0.87	0.97	1.07	1.16	1.29	1.34	1.44	1.52	1.59	1.64	1.70	1.75	1.78	1.82	1.85	1.87	1.89	1.90	1.91	1.91	1.91	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	
2015Q2	112,256,747.77	0.00	0.04	0.16	0.31	0.42	0.54	0.62	0.72	0.86	0.99	1.17	1.22	1.29	1.33	1.39	1.47	1.51	1.58	1.60	1.63	1.65	1.67	1.69	1.70	1.71	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72	
2015Q3	126,725,428.70	0.00	0.08	0.13	0.27	0.46	0.61	0.78	0.87	0.97	1.05	1.14	1.24	1.35	1.42	1.49	1.52	1.56	1.60	1.63	1.67	1.68	1.70	1.73	1.74	1.74	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	
2015Q4	155,002,889.31	0.01	0.11	0.20	0.34	0.47	0.58	0.69	0.81	0.93	1.04	1.18	1.23	1.30	1.36	1.42	1.47	1.50	1.54	1.58	1.59	1.62	1.65	1.66	1.67	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	
2016Q1	161,810,912.48	0.00	0.05	0.15	0.34	0.46	0.56	0.74	0.86	0.95	1.11	1.23	1.31	1.40	1.49	1.52	1.58	1.62	1.71	1.76	1.81	1.83	1.85	1.86	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	
2016Q2	158,475,761.85	0.00	0.04	0.12	0.24	0.39	0.49	0.65	0.80	0.97	1.10	1.20	1.33	1.42	1.49	1.58	1.65	1.70	1.75	1.81	1.87	1.89	1.90	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92
2016Q3	154,707,229.31	0.00	0.07	0.22	0.42	0.50	0.68	0.81	0.91	1.09	1.20	1.33	1.40	1.47	1.54	1.66	1.76	1.86	1.90	1.97	2.01	2.03	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05
2016Q4	153,634,840.39	0.02	0.11	0.20	0.35	0.47	0.64	0.84	0.97	1.10	1.30	1.40	1.48	1.58	1.66	1.75	1.84	1.92	2.01	2.07	2.11	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12
2017Q1	188,995,904.82	0.00	0.05	0.21	0.38	0.50	0.67	0.91	1.08	1.17	1.24	1.28	1.41	1.52	1.65	1.72	1.83	1.93	2.02	2.09	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11	2.11
2017Q2	178,327,040.92	0.01	0.05	0.16	0.32	0.44	0.59	0.76	0.94	1.06	1.18	1.30	1.40	1.50	1.62	1.72	1.81	1.93	1.99	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06
2017Q3	167,244,033.82	0.02	0.05	0.14	0.27	0.47	0.60	0.75	0.88	1.10	1.25	1.40	1.54	1.67	1.82	1.95	2.00	2.04	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	2.18	
2017Q4	185,976,104.43	0.00	0.02	0.12	0.27	0.40	0.54	0.67	0.85	1.00	1.13	1.24	1.37	1.51	1.58	1.65	1.76	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	1.83	
2018Q1	188,406,872.16	0.00	0.04	0.10	0.19	0.30	0.45	0.56	0.65	0.77	0.89	1.01	1.15	1.30	1.38	1.45	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	1.51	
2018Q2	188,188,562.08	0.00	0.06	0.12	0.29	0.47	0.62	0.81	1.00	1.15	1.31	1.45	1.62	1.79	1.93	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	2.03	
2018Q3	195,305,553.31	0.02	0.09	0.18	0.35	0.46	0.66	0.86	1.03	1.22	1.41	1.55	1.71	1.80	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	
2018Q4	217,739,156.83	0.01	0.07	0.17	0.30	0.45	0.66	0.79	0.93	1.13	1.26	1.41	1.50	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	1.63	
2019Q1	179,244,693.24	0.01	0.05	0.19	0.34	0.48	0.73	0.94	1.19	1.42	1.62	1.75	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	1.87	
2019Q2	174,759,501.78	0.00	0.04	0.23	0.40	0.59	0.83	0.97	1.21	1.41	1.52	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69
2019Q3	182,232,926.95	0.00	0.06	0.23	0.50	0.74	0.97	1.17	1.33	1.50	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	
2019Q4	185,370,713.56	0.00	0.07	0.26	0.37	0.59	0.79	1.04	1.21	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	
2020Q1	138,218,043.36	0.01	0.08	0.17	0.38	0.53	0.75	1.00	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16	
2020Q2	71,550,940.98	0.02	0.12	0.23	0.32	0.50	0.64	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	
2020Q3	153,377,726.87	0.01	0.07	0.20	0.38	0.58	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	
2020Q4	142,545,300.04	0.00	0.08	0.19	0.37	0.46	0.46	0.46</																															

2.2.7.7.3 Cumulative recovery rate of Defaulted Receivables

The following table shows the cumulative recovery rate of Defaulted Receivables that has been calculated by dividing (i) the cumulative recovery of Outstanding Balance of the Defaulted Receivables that have been recovered during the period between the first quarter and the quarter indicated in the table, and (ii) the Outstanding Balance of the Defaulted Receivables that have entered in delinquency in the quarters indicated in the table.

Static Cumulative Recoveries

New Vehicles

Quarter of Origination	Originated Amount (€)	Number of Quarters after Origination																																			
		Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	Q27	Q28	Q29	Q30	Q31	Q32	Q33	Q34	Q35	Q36
2013Q1	5,904,849.39	13.59	23.09	30.73	37.82	43.18	48.53	52.51	56.52	60.09	63.52	66.42	68.89	70.61	72.31	73.90	75.20	76.30	77.30	78.06	78.70	79.40	79.90	80.32	80.71	81.10	81.39	81.56	82.01	82.13	82.29	82.34	82.44	82.48	82.50	82.69	82.83
2013Q2	5,204,037.47	10.81	25.16	34.32	41.58	47.41	52.35	57.46	61.49	65.09	68.18	70.86	73.57	75.43	77.20	78.63	79.87	80.92	81.79	82.39	83.15	83.77	84.10	84.67	85.04	85.41	85.58	85.83	85.90	85.99	86.12	86.22	86.26	86.35	86.44	86.48	%
2013Q3	3,361,199.77	11.29	24.90	33.78	40.82	46.44	50.67	54.56	58.24	61.41	64.04	66.56	69.08	71.50	73.52	74.94	76.39	77.57	78.70	79.80	80.58	81.00	81.39	81.77	82.12	82.28	82.58	82.95	83.12	83.24	83.47	83.70	83.84	83.89	83.97	%	
2013Q4	3,589,525.67	13.74	27.21	34.20	40.60	46.84	51.40	55.50	59.38	62.18	64.91	67.20	69.18	70.90	72.89	74.67	75.81	76.88	77.99	78.96	79.77	80.34	80.88	81.60	82.04	82.46	82.91	83.12	83.44	83.53	83.62	83.79	83.87	83.98	%		
2014Q1	3,043,576.22	12.26	30.35	36.63	42.13	47.08	51.80	56.03	60.43	65.00	68.85	71.45	74.22	76.76	78.21	79.33	80.31	81.31	82.04	82.67	83.10	84.00	84.67	85.21	85.45	85.65	85.73	85.88	85.99	86.03	86.09	86.17	86.22	%			
2014Q2	3,319,833.26	13.08	26.66	33.55	39.23	44.00	48.95	53.68	57.10	60.77	63.26	66.24	68.83	70.90	72.76	74.78	76.56	78.31	79.45	80.68	81.51	82.62	83.06	83.70	84.02	84.39	84.63	84.84	85.03	85.12	85.24	85.27	%				
2014Q3	2,717,135.13	10.70	23.15	32.89	39.26	44.80	49.03	52.83	57.74	62.23	65.42	68.26	70.32	72.26	73.82	75.21	76.74	77.99	79.28	80.35	81.21	81.77	82.63	82.97	83.25	83.44	83.98	84.33	84.80	84.94	85.03	%					
2014Q4	2,185,862.32	9.56	22.06	30.36	37.54	43.15	48.94	53.64	57.28	60.68	65.14	69.79	72.49	74.71	76.37	77.68	78.68	79.61	81.45	82.13	82.77	83.09	83.48	83.60	83.70	83.80	83.92	84.11	84.23	%							
2015Q1	2,356,560.42	14.87	25.31	32.66	39.96	45.59	50.58	55.13	59.20	62.95	65.87	68.00	71.36	73.03	74.84	76.06	77.07	78.08	79.05	79.55	80.20	81.01	81.42	81.71	82.09	82.28	82.80	83.02	83.26	%							
2015Q2	2,111,721.42	11.55	21.34	31.48	39.13	44.99	50.36	55.58	59.65	62.96	66.29	69.14	73.13	75.34	77.09	78.55	80.50	82.29	83.35	84.26	84.86	85.31	85.55	85.73	85.90	86.41	86.56	86.59	%								
2015Q3	1,812,178.12	9.38	21.87	29.17	35.38	40.44	44.61	48.38	52.25	56.22	58.86	62.35	64.92	68.21	70.94	72.92	74.21	75.88	77.22	78.00	78.53	79.83	80.30	80.89	81.73	82.19	82.35	%									
2015Q4	1,898,493.86	12.61	23.43	29.38	34.84	39.67	44.64	49.29	53.46	58.19	61.32	64.24	66.89	68.63	71.63	73.54	74.75	76.02	77.07	77.86	78.49	79.12	79.42	79.83	80.13	80.34	%										
2016Q1	2,126,946.26	11.32	26.02	34.68	40.45	45.83	50.57	54.53	58.41	61.52	65.00	67.99	70.13	72.50	74.17	75.69	77.11	78.32	79.20	80.04	80.67	81.23	81.60	81.86	82.19	%											
2016Q2	2,155,935.54	9.14	21.37	28.53	33.55	40.09	45.29	49.96	53.93	58.12	61.89	64.67	67.98	70.72	72.78	74.97	76.56	77.88	79.41	80.23	81.04	81.81	82.90	83.37	%												
2016Q3	2,107,593.49	8.82	21.96	30.32	35.36	39.57	44.34	48.33	51.53	54.86	57.51	61.66	64.04	66.53	68.31	70.62	71.85	73.12	74.04	75.12	76.23	77.00	77.43	%													
2016Q4	2,155,395.03	10.75	24.38	30.64	37.33	41.69	45.52	49.32	52.12	54.65	57.31	59.73	62.01	63.85	65.69	66.97	68.14	69.87	70.94	72.65	73.85	74.95	%														
2017Q1	2,238,170.34	8.36	19.89	27.56	33.32	37.74	42.56	46.61	50.59	55.14	58.85	61.86	65.37	68.46	70.02	71.70	73.15	74.98	76.13	77.10	77.99	%															
2017Q2	2,144,648.58	10.80	19.88	25.47	32.22	36.38	40.16	43.84	46.88	50.83	53.32	57.44	60.12	62.29	64.36	67.27	70.85	72.50	73.68	75.09	%																
2017Q3	2,334,345.97	7.26	17.96	25.60	31.25	35.51	40.71	45.75	49.33	52.22	55.36	58.02	60.13	62.37	65.53	68.27	71.02	72.67	74.48	%																	
2017Q4	2,437,987.12	8.75	19.71	25.56	30.66	35.30	38.95	42.86	46.71	50.54	53.82	56.99	59.51	63.12	66.54	69.44	71.17	72.83	%																		
2018Q1	2,338,340.06	10.05	19.46	24.32	28.63	32.94	37.57	41.24	44.96	48.67	50.93	54.80	58.56	61.21	65.37	67.87	69.84	%																			
2018Q2	2,918,566.16	9.60	22.82	29.48	33.87	38.82	42.85	46.68	51.12	53.99	56.92	60.07	63.85	66.90	69.16	71.23	%																				
2018Q3	3,147,948.46	10.75	22.21	28.96	32.20	35.81	39.75	42.99	45.65	48.33	50.95	53.42	56.46	59.30	62.13	%																					
2018Q4	2,758,365.29	10.26	19.24	25.01	29.76	33.97	37.81	40.61	45.33	48.10	51.08	55.68	58.40	59.99	%																						
2019Q1	3,180,232.96	11.04	23.43	28.77	33.05	38.13	40.64	43.60	47.46	51.24	55.40	57.13	61.58	%																							
2019Q2	2,990,852.33	9.47	18.62	25.80	29.21	33.59	37.80	42.22	45.20	49.38	53.39	58.78	%																								
2019Q3	3,040,744.64	8.76	19.73	24.90	29.65	33.04	37.75	41.38	45.09	48.35	54.14	%																									
2019Q4	3,717,174.34	7.26	16.56	21.12	27.41	32.85	37.23	42.49	45.93	49.27	%																										
2020Q1	3,984,140.56	6.89	14.55	20.02	25.23	29.95	35.50	38.92	43.94	%																											
2020Q2	4,483,425.99	5.63	14.36	21.77	27.90	34.91	39.74	44.94	%																												
2020Q3	4,234,666.30	9.98	21.06	28.93	34.37	40.34	45.09	%																													
2020Q4	4,719,648.71	14.26	23.42	29.95	35.20	40.39	%																														
2021Q1	4,525,454.27	10.21	23.58	31.80	38.28	%																															
2021Q2	4,397,621.85	7.20	19.59	26.38	%																																
2021Q3	3,577,738.82	11.37	19.50	%																																	
2021Q4	3,688,245.86	9.44	%																																		

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Used Vehicles

Quarter of Origination	Originated Amount (€)	Number of Quarters after Origination																																			
		Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	Q27	Q28	Q29	Q30	Q31	Q32	Q33	Q34	Q35	Q36
2013Q1	1,267,853.16	10.95	22.77	32.04	40.22	47.38	53.46	58.86	62.26	65.23	69.31	71.38	72.63	75.03	76.45	77.83	78.96	79.69	80.90	81.48	81.95	82.20	82.86	82.97	83.24	83.49	83.57	83.63	83.63	83.69	83.77	83.77	83.83	83.91	83.98	83.98	84.19
2013Q2	990,607.74	13.89	25.87	36.87	44.34	50.42	55.23	59.41	63.92	66.88	69.03	71.26	72.70	74.22	75.18	76.25	77.20	77.87	78.34	78.72	78.90	79.05	79.48	79.66	79.79	79.87	80.62	80.84	80.89	80.92	80.92	81.12	81.30	81.36	81.51	81.75	
2013Q3	715,419.09	10.78	28.84	37.31	43.25	48.35	53.20	57.28	60.24	62.91	65.37	67.23	69.41	71.19	73.16	74.49	75.41	76.14	77.66	78.20	78.76	79.29	79.62	79.98	80.19	80.39	80.41	80.65	80.65	80.83	80.85	80.88	80.92	80.96	81.00		
2013Q4	806,863.15	14.92	26.19	34.09	39.37	44.71	48.94	53.31	56.38	58.91	61.19	63.45	65.20	66.77	68.07	69.52	70.52	71.91	73.10	73.65	74.07	74.49	75.04	75.33	72.71	72.88	72.93	73.08	73.36	73.49	73.55	73.59	73.63	73.77			
2014Q1	664,513.15	17.37	32.14	37.39	44.78	49.78	54.66	58.00	61.13	63.38	65.83	67.49	68.99	70.21	71.21	72.08	73.24	74.10	75.29	75.76	76.29	76.78	77.65	78.14	78.29	78.44	78.76	78.86	79.00	79.71	79.79	79.81	79.83				
2014Q2	571,916.54	9.31	23.88	29.38	35.05	39.66	43.73	47.51	52.49	55.61	58.57	60.64	63.66	65.76	67.18	68.41	69.65	71.02	72.14	73.14	74.00	74.56	74.78	74.96	75.20	75.32	75.51	75.74	75.83	75.89	76.52	76.96					
2014Q3	376,228.60	7.48	30.37	37.94	43.03	50.48	54.78	57.65	62.43	65.33	68.93	70.91	72.98	74.02	76.40	77.46	78.19	79.32	80.23	81.17	81.78	81.92	82.31	82.59	83.32	83.60	83.75	83.92	84.11	84.42	84.70						
2014Q4	545,769.22	7.70	18.07	24.93	30.30	38.13	42.53	46.11	48.69	54.84	57.44	59.41	61.54	64.66	66.48	67.23	68.15	68.71	69.10	69.63	69.84	70.20	70.21	70.31	70.53	70.68	70.68	70.68	70.68								
2015Q1	472,561.59	11.62	30.39	36.18	40.22	44.34	51.41	54.85	57.30	59.49	64.01	66.03	68.01	69.84	71.79	73.37	74.25	75.35	75.82	76.37	78.01	78.69	79.54	79.92	80.26	80.58	81.24	81.40	81.69								
2015Q2	422,290.00	10.62	24.66	31.82	39.71	43.97	47.94	51.96	57.57	60.86	63.67	66.35	72.04	75.77	78.09	80.42	82.15	83.52	85.28	86.04	86.82	87.14	87.27	87.27	87.27	87.27	87.27										
2015Q3	526,665.09	8.67	23.66	28.34	33.44	37.20	42.14	47.03	50.13	52.39	55.69	58.17	60.91	62.95	65.11	67.14	68.56	70.04	70.97	71.88	72.90	73.48	74.05	74.48	74.56	74.84	75.11										
2015Q4	432,940.45	15.40	29.74	40.52	45.30	49.53	53.70	56.82	62.49	66.99	69.11	71.20	73.31	74.07	75.70	76.65	77.13	78.84	79.35	79.35	79.35	79.44	79.44	80.35	80.38												
2016Q1	845,193.15	8.45	19.30	24.59	29.54	33.92	38.51	43.96	47.36	50.90	54.07	56.98	60.70	63.70	66.35	68.73	70.26	71.69	72.91	74.66	75.09	76.18	76.62	77.24	77.60												
2016Q2	558,384.07	6.03	22.43	29.31	38.28	45.19	49.03	52.87	56.52	60.42	63.13	69.02	71.88	74.40	76.32	78.48	79.58	80.04	81.06	82.10	83.03	83.71	84.42	84.82													
2016Q3	370,397.49	15.28	23.22	27.58	32.87	38.43	42.38	46.53	51.31	53.75	56.29	58.94	61.28	62.99	66.16	68.11	69.94	72.05	73.34	75.40	76.43	77.13	77.63														
2016Q4	491,935.85	10.92	19.20	26.48	32.91	40.42	44.10	47.87	55.23	58.13	61.91	65.89	67.98	70.11	72.31	74.23	75.59	76.65	77.61	78.27	78.61	78.83															
2017Q1	457,763.22	13.35	28.17	32.36	36.22	41.25	44.81	49.13	51.61	54.64	57.08	59.49	60.87	62.01	63.35	64.11	65.06	66.36	67.63	68.72	69.31																
2017Q2	399,517.02	13.75	25.76	29.79	35.92	42.65	46.46	48.76	55.32	61.55	64.47	66.26	68.83	70.42	71.64	72.96	73.92	74.84	75.38	75.83																	
2017Q3	503,231.65	5.91	16.33	23.69	28.72	33.52	39.63	44.66	49.12	53.20	57.13	61.22	63.39	66.21	67.80	69.37	70.38	71.94	73.06																		
2017Q4	501,830.11	4.07	19.70	29.03	32.86	36.87	41.92	45.29	47.22	52.10	54.70	57.18	58.65	60.68	62.15	63.50	64.63	65.35																			
2018Q1	625,023.83	8.28	15.56	21.29	27.25	34.10	39.18	42.62	46.90	49.56	51.99	54.58	56.71	58.98	61.12	62.55	63.96																				
2018Q2	714,754.45	7.37	18.43	22.71	28.44	32.63	37.85	41.27	46.80	49.74	52.14	54.82	58.57	60.98	64.05	66.69																					
2018Q3	652,015.42	7.58	17.35	23.22	30.78	34.85	38.78	42.41	46.49	50.80	56.31	58.69	60.73	63.57	65.76																						
2018Q4	507,684.08	5.62	13.34	22.75	29.43	32.77	36.04	38.50	42.76	44.35	46.57	50.54	52.30	53.79																							
2019Q1	739,172.19	8.79	18.12	24.73	28.37	31.59	36.77	40.03	43.45	46.37	49.68	52.17	54.47																								
2019Q2	891,788.41	8.32	21.18	28.48	32.19	35.83	40.22	43.74	47.90	50.96	54.81	57.72																									
2019Q3	688,502.17	5.55	10.81	16.22	19.26	22.38	26.13	29.24	33.81	37.30	40.09																										
2019Q4	876,483.48	7.55	17.06	20.71	27.09	30.89	33.35	37.79	40.88	42.96																											
2020Q1	919,417.39	5.15	12.50	17.73	22.10	26.19	32.88	36.59	39.55																												
2020Q2	953,247.85	5.93	14.48	19.56	26.80	30.74	35.31	40.05																													
2020Q3	876,110.56	4.10	18.58	24.19	30.84	34.83	42.02																														
2020Q4	1,185,595.87	12.28	19.64	24.05	30.53	34.80																															
2021Q1	984,628.58	4.59	10.86	15.40	20.47																																
2021Q2	776,492.98	7.20	17.43	23.33																																	
2021Q3	616,625.17	11.41	21.47																																		
2021Q4	769,239.66	0.00																																			

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2.2.7.7.4 Quarterly constant prepayment rate (CPR) of PSA Financial Services auto loan portfolio

The following table shows the quarterly constant prepayment rate (CPR) of PSA Financial Services auto loan portfolio (exclusively for the financing of the purchase of New Vehicles and Used Vehicles). The quarterly CPR has been calculated by dividing (i) the sum of all cash flows related to prepayments made by borrowers in the relevant quarter indicated in the table; by (ii) the outstanding balance of the auto loan portfolio (New Vehicles and Used Vehicles) at the end of that quarter. The quarterly CPR (“X”) is used to calculate an annualised CPR using the following formula: $1-(1-X)^4$.

Quarter	Private New	Private Used
	Annualised CPR	Annualised CPR
2013Q1	4.24%	5.19%
2013Q2	3.79%	5.94%
2013Q3	3.13%	4.53%
2013Q4	3.67%	4.48%
2014Q1	4.57%	5.48%
2014Q2	3.66%	4.93%
2014Q3	4.15%	4.50%
2014Q4	4.26%	5.29%
2015Q1	4.77%	5.81%
2015Q2	4.89%	5.74%
2015Q3	4.23%	5.44%
2015Q4	4.13%	5.29%
2016Q1	4.77%	6.37%
2016Q2	5.15%	6.39%
2016Q3	4.91%	7.44%
2016Q4	5.44%	6.80%
2017Q1	6.88%	8.24%
2017Q2	6.46%	8.37%
2017Q3	6.51%	7.99%
2017Q4	6.21%	8.10%
2018Q1	7.15%	8.33%
2018Q2	6.60%	8.31%
2018Q3	5.57%	6.89%
2018Q4	5.02%	6.56%
2019Q1	5.30%	8.40%
2019Q2	4.09%	6.46%
2019Q3	3.52%	5.81%
2019Q4	3.96%	6.67%
2020Q1	4.05%	6.53%
2020Q2	2.04%	3.33%
2020Q3	3.76%	6.41%
2020Q4	4.88%	7.61%
2021Q1	6.24%	9.00%
2021Q2	6.14%	8.28%
2021Q3	5.32%	7.54%
2021Q4	7.10%	9.08%

2.2.8. Representations and collateral given to the issuer relating to the assets

The Seller, in its own name and as owner of the Loans and the Receivables, will make the representations and warranties to the Fund (acting through the Management Company):

- (i) In relation to the Seller:
- (1) The Seller is a credit financial institution (*establecimiento financiero de crédito*) duly incorporated in accordance with the Spanish laws in force and is registered with the commercial registry and is authorised to grant loans for the acquisition of New Vehicles and Used Vehicles.
 - (2) Neither at the date of this Prospectus, nor at any time since its incorporation, has the Seller been under an Insolvency Event or in any situation which would cause the revocation of its authorisation as a credit financial institution.
 - (3) The Seller has obtained all the necessary authorisations, both administrative and from its internal decision-making bodies, to validly execute the Deed of Incorporation and the Transaction Documents to which it is a party, and to comply with and perform the obligations assumed by it thereunder.
 - (4) The Seller has audited financial statements for the financial years 2018, 2019, 2020 and 2021 which are deposited with CNMV and the commercial registry. The auditors' report for those years are unqualified.
 - (5) The Seller, as indicated in section 3.1.2 of the Securities Note, is an originator, for the purposes of the EU Securitisation Regulation, and complies with such regulation.
 - (6) The Seller, in accordance with article 9(1) of the EU Securitisation Regulation, confirms that:
 - a. it has applied to the Receivables which will be transferred to the Fund the same sound and well-defined criteria for credit-granting which it applies to non-securitised receivables;
 - b. it has applied the same clearly established processes for approving and, where relevant, amending, renewing and refinancing the Receivables which it applies to non-securitised receivables; and
 - c. it has effective systems in place to apply those criteria and processes in order to ensure that credit granting is based on a thorough assessment of the relevant Borrower's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the Borrower meeting his/her obligations under the relevant Loan Agreement.
 - (7) The Seller does not carry out activities contrary to data protection regulations (including, without limitation, the Data Protection Law and the General Data Protection Regulation) or to corruption, bribery and money laundering prevention regulations.
 - (8) The Seller shall undertake, in the Deed of Incorporation, to comply with the undertakings to retain a significant net economic interest under the terms required by article 6 of the EU Securitisation Regulation and any other rules that may be applicable, and to notify the Management Company, on a quarterly basis, of the maintenance of the retention commitment which has been undertaken.

The Management Company hereby reproduces the representations and warranties that PSA Financial Services, as holder of the Receivables until their assignment to the Fund, has declared in respect of paragraphs (ii) and (iii) below:

- (ii) In relation to the Loan Agreements:
- (1) The Loan Agreements have been entered into with the Borrower, in accordance with:
 - a. the laws and regulations applicable in Spain and, in particular, the Retail Instalment Sales Act and Law 16/2011; and
 - b. the forms and models of A.S.N.E.F. (*National Association of Financial Credit Institutions*) approved by the General Direction of Registries and Notaries (*Dirección General de los Registros y del Notariado*) by Resolution of 4 February 2000, as amended by Resolutions of 23 May 2006, 29 September 2011 and 2 July 2013.
 - (2) The Loan Agreements and their corresponding Ancillary Rights constitute valid, binding, collectable and enforceable obligations under applicable law.
 - (3) None of the Loan Agreements contains any legal defects that might lead to their annulment, rescission or termination.
 - (4) The Loan Agreements have been entered into in connection with the granting of a sales agreement for (i) a New Vehicle, or (ii) a Used Vehicle, formalised between one or more Borrowers and a Peugeot Dealer, Citroën Dealer or DS Dealer in Spain.
 - (5) The Loan Agreements have been executed by the Seller, in accordance with their own customary procedures for the approval of auto loans, in accordance with the procedures described in section 2.2.7 of this Additional Information, within the course of its normal and usual credit activities. The Seller will undertake in the Deed of Incorporation to disclose to the Management Company without undue delay any material changes in its underwriting standards.
 - (6) The Seller has no knowledge that any of the Loan Agreements is subject to termination or rescission proceedings initiated by the Borrower on the basis of a failure to deliver a financed Vehicle or for hidden defects affecting the financed Vehicle.
 - (7) The Seller has not made any claim for termination of the Loan Agreements based on a failure to comply by the Borrower of its obligations under the terms of the Loan Agreements.
 - (8) None of the Loan Agreements contains a clause allowing for the deferral of the periodic payment of interest or the repayment of principal.
 - (9) No Loan Agreement has been renegotiated prior to its assignment to the Fund.
 - (10) No agreement has been reached between the Seller and the Borrower in respect of the extension of a repayment period or the temporary suspension of payments due under the Loan Agreements.

- (11) The Seller, to the best of its knowledge and belief, is not aware of any Loan Agreements entered into with an employee, manager or director of PSA Financial Services.
- (12) Each Loan Agreement has been executed for the financing of a single Vehicle.
- (13) Each Loan Agreement has been formalised by the Seller and by one or more Borrowers. In the event that a Loan Agreement has been entered into with several Borrowers, such Borrowers are jointly and severally liable (*deudores solidarios*) for the amounts due under the corresponding Loan Agreement.
- (14) Each Loan Agreement is governed by Spanish law and any disputes in connection with such Loan Agreement is subject to the exclusive jurisdiction of the Spanish courts of the respective Borrower's domicile.
- (15) The principal amount of each Loan Agreement (including any financed formalisation fees, i.e., opening, study and information fees, where appropriate) as at the execution date is not higher than the value of the financed Vehicle acquired with such amount (including VAT, as well as options and accessories of the Vehicle).
- (16) Each Loan Agreement permits the Borrower to subscribe for (subject to compliance with the conditions in force from time to time) Optional Supplementary Services in connection with, if applicable, insurance policies providing additional guarantee for the financial transaction or the financed asset, which are Ancillary Rights to the Receivables arising from the Loan Agreement or the purchase of the financed Vehicle.
- (17) The Seller, to the best of its knowledge and belief, is not aware of any group insurance underwriter subrogated in the Borrower's position under a group insurance policy.
- (18) No Loan Agreement has matured or has been early terminated by the Seller.
- (19) To the extent that the Borrower is considered a consumer, the Seller has complied with any applicable consumer protection laws, and the time period available for the Borrower to dispose of or return the Vehicle has expired.
- (20) Each Loan Agreement has been and is being serviced by the Seller in accordance with its usual procedures, and is deposited at the Seller address or under its control, and is at the disposal of the Management Company.
- (21) No Loan Agreement has been formalised as a financial lease agreement (*contrato de leasing*).
- (22) The Loan Agreements are documented under a private contract following the official form or as a Public Document.
- (23) That the private agreements or the Public Documents documenting the Loans do not contain any clauses preventing the assignment of the Loans or the Receivables thereunder or requiring any authorisation or notice in order to assign the Loans or the Receivables thereunder.

- (24) The data relating to the Loan Agreements included in the Deed of Incorporation and the Master Sale and Purchase Agreement correctly reflect their status and such data is correct, complete and not misleading.
 - (25) None of the Loan Agreements has been entered into by a single Borrower who is unemployed or in an unemployed situation (such as housewives, students and Borrowers who only receive rental income) or a single Borrower for whom no information on his/her employment situation is available and, if there is a Borrower in such situation, the relevant Loan has been entered into by at least another Borrower on a joint and several basis who is not in any of these situations.
 - (26) All Loans are identified and individualised in the Seller's information systems.
- (iii) In relation to the Receivables:
- (1) The Receivables arise from Loan Agreements that meet the characteristics described in section (ii) above.
 - (2) The Seller is the owner of the Receivables and their Ancillary Rights, and neither the Receivables nor the Ancillary Rights are subject, in whole or in part, to any assignment, pledge, security rights, or any claims, compensation or charges of any kind that might adversely affect the assignment of the Receivables and the Ancillary Rights, without prejudice to the fact that such Loan Agreements may require notice to the Borrower with respect to the assignment of the Receivables to a third party (in which case such notice has been served prior to their assignment to the Fund).
 - (3) The interest rate applicable to each Loan is a fixed interest rate.
 - (4) The interest rate applicable to each Loan is not lower than 2%.
 - (5) The Loans are exclusively denominated and payable in EUROS.
 - (6) None of the Receivables has been classified as a Defaulted Receivable.
 - (7) The Receivables arise from Loan Agreements entered into by Borrowers (for personal or professional purposes) for financing the purchase of a New Vehicle or a Used Vehicle for personal or professional use (including the commercial use).
 - (8) The Loan Agreements (other than the Balloon Loans) give rise to monthly constant payments of principal and interest (with the exception of the first instalment which may include, depending on the Loan Agreement, the payment of expenses relating to the granting of the financing).
 - (9) Without prejudice to the availability for the Borrowers of alternative forms of payment in the event of default or early maturity, payments in respect of each Loan are automatically made by direct debit in the bank account designated by the Borrower by virtue of the authorisation given by such Borrower when entering into the corresponding Loan Agreement.
 - (10) No Receivable has the condition of Delinquent Receivable.

- (11) To the best of its knowledge, the Seller is not aware that the Receivables have been or may be subject to early repayment, in whole or in part, by the relevant Borrower.
- (12) To the best of its knowledge, the Seller is not aware of any Borrower being in an insolvency proceeding.
- (13) To the best of its knowledge and belief, the Seller has not received any communication from any Borrower regarding his/her intention to early repay, in whole or in part, the Loan.
- (14) Each Borrower is an individual domiciled within the Spanish territory as of the date of execution of the corresponding Loan Agreement.
- (15) No Borrower may file a claim or suit against the Seller in connection with the payment of any amounts related to the corresponding Receivable (including any set-off or payments with respect to Optional Supplementary Services).
- (16) The Outstanding Balance of each Receivable ranges between € 500 and € 60,000.
- (17) Each Loan has a maturity of no more than ninety-six (96) months.
- (18) The relevant Borrower has paid at least one (1) instalment under the relevant Loan Agreement.
- (19) Each Loan has at least two (2) instalments that have not yet become due.
- (20) The payments by the Borrowers under the Loans are not subject to any tax deduction or withholding.
- (21) Each Balloon Loan has a final guarantee value (*Valor Final Garantizado*) under the Global Agreement equal to or lower than 70% of the Vehicle's purchase price. Each Balloon Loan is under the scope of the purchase obligation of PSAG in the Global Agreement in the terms described in section 2.2.D) of the Additional Information.
- (22) The Loans are homogeneous in terms of asset type, cash flow, credit risk and prepayment characteristics and contain obligations that are contractually binding and enforceable, with full recourse to Borrowers, and where applicable, guarantors, within the meaning of article 20.8 of the EU Securitisation Regulation. Regarding the homogeneity factor to be met, all Borrowers (as at the relevant Assignment Date) are resident in the same jurisdiction (Spain) only.
- (23) That the Loans have been underwritten according to standards that apply similar approaches for assessing associated credit risk; and are serviced in accordance with similar procedures for monitoring, collecting and administering.
- (24) The assessment of the Borrowers' creditworthiness under the Loans meets the requirements as set out in article 8 of Directive 2008/48/EC.
- (25) The Receivables are not derivatives pursuant to article 21(2) of the EU Securitisation Regulation.

- (26) The Loans are not in default within the meaning of article 178(1) of CRR, pursuant to article 20(11) of the EU Securitisation Regulation and the EBA guidelines published on 2 April 2020, as well as any other regulations that may replace or develop them in the future.
- (27) No Borrower has experienced a deterioration of its credit quality, and to the best of its knowledge, no Borrower:
- a. has been declared insolvent or had a court grant his/her creditors a final non-appealable right of enforcement; or material damages as a result of a missed payment within three years prior to the date of execution of the Loan Agreement; or
 - b. has undergone a debt-restructuring process with regard to his/her non-performing exposures within three years prior to the relevant Assignment Date, except if:
 - (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring, which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the Fund; and
 - (ii) the information provided by the Seller as Reporting Entity in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) of the EU Securitisation Regulation explicitly sets out the proportion of restructured receivables, the time and details of the restructuring as well as their performance since the date of the restructuring; or
 - c. was, at the time of execution of the Loan Agreement, on a public credit registry of persons with adverse credit history; or
 - d. had, at the time of execution of the Loan Agreement, a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Seller which are not securitised.
- (28) No Covid-19 Moratoriums have been granted or requested in respect of the Loans.
- (29) All Loans are subject to approaches for underwriting standards similar to those applied to similar non securitised receivables and, in particular, in the case of Balloon Loans, to approaches for establishing the final guaranteed values similar to those applied to similar non securitised receivables with balloon instalment.

In accordance with the Deed of Incorporation and the Master Sale and Purchase Agreement:

- (a) the representations and warranties made by the Seller in respect of itself included in paragraph (i) above will be deemed to be repeated on the Date of Incorporation and on each day during the Revolving Period; and
- (b) the representations and warranties made by the Seller in respect of the Loans and the Receivables included in paragraphs (ii) and (iii) above will be deemed to be made (A) by reference to the Initial Assignment Cut-Off Date in case of the Initial Receivables; and (B) by reference to each Assignment Date in case of the Additional Receivables.

None of the Fund, the Management Company, the Arranger, the Paying Agent, nor any other person has undertaken or will undertake any investigations, searches or other actions to verify the information concerning the Loans or the Receivables or to establish the creditworthiness of any Borrower or any other party to the Transaction Documents. Each such person will rely solely on the accuracy of the representations and warranties given by the Seller to the Fund in the Master Sale and Purchase Agreement and the Deed of Incorporation in respect of, among other things, itself, the Loans, the Receivables, the Borrowers and the Loan Agreements and which have been reproduced in this section 2.2.8 of the Additional Information.

Should any of the Receivables not comply with any of the Eligibility Criteria as of the Initial Assignment Cut-Off Date or the relevant Assignment Date (as applicable), the Seller will be required to remedy such breach or replace the relevant Receivables in accordance with the terms and conditions set out in section 2.2.9 of the Additional Information.

Additionally, any breach of the representations and warranties of the Seller in respect of itself included in paragraph (i) of this section 2.2.8 will be considered a Revolving Period Early Termination Event as per section 4.9.2.1.1 of the Securities Note.

The Seller is under no obligation to, and will not, provide the Arranger, the Fund or the Management Company with financial or other personal information specific to individual Borrowers and the Loan Agreements from which the Receivables arise.

Should the Seller fail to comply with appropriate remedial action under the terms set out in section 2.2.9 of the Additional Information this may have an adverse effect on the value of the Receivables and, ultimately, on the ability of the Fund to make payments under the Notes.

For these purposes:

Transaction Documents means the Deed of Incorporation, the Master Sale and Purchase Agreement, the Start-Up Expenses Loan Agreement, the Reinvestment Agreement, the Management and Subscription Agreement, the Paying Agency Agreement, the Seller Loan (if any) and the Interest Rate Swap Agreement.

Master Sale and Purchase Agreement means the master receivables sale and purchase agreement to be entered into on the Date of Incorporation by the Management Company, for and on behalf of the Fund, and the Seller, by virtue of which the Receivables shall be assigned to the Fund.

Loan Agreement means the loan agreements entered into with the Borrowers by virtue of which the Loans are granted in favour of the Borrowers in accordance with the terms thereof.

Ancillary Rights means, with respect to each Receivable: (a) any ancillary rights including without limitation any security interests, guarantees or indemnities (whether over real or personal property and including, but not limited to, reservation of title provisions); and (b) any rights or compensations corresponding to the Seller under any insurance policy (including Optional Supplementary Services).

Optional Supplementary Services means the complementary services to the Loan Agreements and related to, if applicable, insurance policies that provide an additional guarantee over the financial transaction or the financed asset, which are Ancillary Rights to the Receivables arising from the execution of the Loan Agreement or the acquisition of the Vehicle.

2.2.9. Remedial actions in connection with the Receivables

If at any time after the Incorporation Date, the Seller (as Seller or Servicer) or the Management Company detects or otherwise becomes aware that any Receivable was not in compliance as of the Initial Assignment Cut-Off Date or the relevant Assignment Date with the Eligibility Criteria, the Seller agrees, subject to the Management Company's consent, to proceed forthwith to remedy such failure, and provided that such remedy is not possible, to replace or redeem the affected Receivable by automatically terminating the assignment of the affected Receivable, subject to the following rules:

- (i) The party becoming aware of the existence of a non-conforming Receivable, whether the Seller (as Seller or Servicer) or the Management Company, will notify such circumstance to the other party. The Seller will have up to fifteen (15) Business Days from such notice to proceed to remedy such circumstance if capable of being remedied or to replace the non-conforming Receivable.
- (ii) Replacement will be made for the Outstanding Balance of the Receivable plus accrued and unpaid interest and any other amount owed to the Fund until the date on which the relevant non-conforming Receivable is replaced.

In order to proceed with the replacement, the Seller will notify the Management Company of the characteristics of the Receivable proposed to be assigned satisfying the Eligibility Criteria, and having similar characteristics to those of the non-conforming Receivable (in terms of purpose, term, interest rate and outstanding balance). When replacing a Receivable, the Seller must attest that the new Receivable conforms to the Eligibility Criteria. Once the Management Company has verified the suitability of the terms of the new Receivable, the Seller shall proceed to replace the non-conforming Receivable and will assign the new Receivable or Receivables.

Once a month, the replacement of the Receivables shall be communicated to CNMV by delivering the following documents: (i) via CIFRADO, a list of Receivables that have been assigned to the Fund up to such date; and (ii) a statement by the Management Company and signed by the Seller that such Receivables meet all the Eligibility Criteria for their assignment to the Fund.

- (iii) If any non-conforming Receivable is not replaced or capable of being replaced in accordance with the procedure set out in paragraph (ii) of this section, the Seller will proceed to automatically terminate the assignment of the non-conforming Receivable. The termination will take place by means of the cash repayment by the Seller to the Fund in an amount equal to the relevant Outstanding Balance of the Receivable, plus any accrued and unpaid interest, and any other amount that might correspond to the Fund until such date. Such amount will be paid by the Seller into the Treasury Account.
- (iv) In the event of replacement or termination of the assignment of non-conforming Receivables, the Seller will be vested with all rights attached to those non-conforming Receivables accruing from the relevant termination date.

For the avoidance of doubt, the Seller will not replace, repurchase or redeem Receivables that are affected by Covid-19 Moratoriums or any other Moratoriums after their assignment to the Fund.

2.2.10. A description of any relevant insurance policies relating to the assets. Any consultation with one insurer must be disclosed if it is material to the transaction

Under each Loan Agreement, Borrowers are offered the possibility to subscribe (subject to the fulfilment of the conditions specified at each moment) Optional Supplementary Services related to insurance policies that provide an additional guarantee to the Loan (such insurances are, in any case, considered Ancillary Rights).

The types of insurance that constitute Ancillary Rights are the following:

(i) Monthly payment auto insurance:

Monthly payment auto insurance is designed for individuals who finance the purchase of New Vehicles. There are two types of monthly payment auto insurance available: (1) full insurance with excess (*con franquicia*), and (2) full insurance without excess (*sin franquicia*).

In case of total loss of the Vehicle due to accident, fire or theft, the Vehicle is covered by the insurance company's indemnification (a) up to the value of the Vehicle as new in the first and second year or (b) up to the market value of the Vehicle in the subsequent years.

The Fund will be the beneficiary of the corresponding payments by the insurance company under the relevant insurance policy.

This insurance becomes effective from the date of delivery of the relevant Vehicle.

In addition to the insurance policy, the Borrower executes with the Seller a document separate from the Loan Agreement, containing special payment conditions and which provides that the insurance premia are not financed by the Seller.

Insurance premia are paid by the Borrower on a monthly basis.

(ii) Credit insurance (CPI):

Credit insurance is designed to guarantee the repayment of the outstanding balance of the Loan as of the date of the occurrence of the insured event (excluding unpaid amounts) in case of death, permanent and absolute disability and temporary disability of the Borrower.

Credit insurance is available to individuals and self-employed persons, of legal age, who may not reach the age of 65 during the financing period.

The Fund will be the beneficiary of the corresponding payments by the insurance company under the relevant insurance policy.

The credit insurance becomes effective from the date of execution of the Loan Agreement.

The Borrower shall enter into an insurance policy, as a separate document from the Loan Agreement.

Credit insurance premia are paid by the Borrowers on a monthly basis and are not financed by the Seller. The Borrowers may cancel the insurance policy at any time. In the event of payment default by the Borrower under the insurance policy, the Seller will pay to the insurance company the insurance premia until the third payment default, when the cancellation of the insurance policy will be communicated to the Borrower.

(iii) Auto protection insurance:

Auto protection insurance is designed to release the Borrower from payment of all or part of the outstanding balance of the Loan in the event of total loss of the Vehicle due to accident, fire or theft, in addition to compensating the Borrower for any financial losses that he/she may suffer in such cases, and assisting him/her in the acquisition of a new vehicle.

Auto protection insurance is available for individuals and self-employed persons.

The Fund will be the beneficiary of the corresponding payments made by the insurance company under the relevant insurance policy.

Auto protection insurance is a supplementary insurance, so the actual indemnification received from the insurance company will depend on the type of car insurance:

- (1) *Third party insurance:* the indemnification paid by the insurance company is equal to the outstanding balance of the Loan. The corresponding payment is transferred to the Fund as a collection (and therefore, will form part of the Available Funds);
- (2) *Fully comprehensive insurance:* the indemnification paid by the insurance company is equal to the lesser of (1) the outstanding balance of the Loan or (2) the difference between the market value of the Vehicle (as per the tables provided by GANVAM, EUROTAX, and AUTOBIZ) and the amount indemnified by the insurance company.

The auto protection insurance becomes effective from the date of execution of the Loan Agreement.

The Borrower shall enter into an insurance policy, as a separate document from the Loan Agreement.

Auto protection insurance premia are paid by the Borrowers on a monthly basis and are not financed by the Seller.

Section 2.2.2.4 of the Additional Information detail the Loan Agreements included in the Preliminary Portfolio that benefit from the insurance policies described in the preceding sections..

Any indemnifications paid by insurance companies under these insurance policies are considered Ancillary Rights automatically assigned to the Fund upon assignment of the related Receivables as detailed in section 3.3.3 of the Additional Information (with the exception of those derived from the mandatory civil liability insurance policies, whose beneficiary is not the Seller but the corresponding third party and which, therefore, are not part of the Ancillary Rights assigned to the Fund).

The insurance providers of these Optional Supplementary Services are the following:

- (i) Monthly payment auto insurance: Mutua Madrileña
- (ii) Credit insurance (CPI): PSA Insurance Europe Ltd.
- (iii) Auto protection insurance: PSA Life Insurance Europe Ltd.

- 2.2.11. Information relating to the Borrowers in the cases where assets comprise obligations of 5 or fewer obligors which are legal persons or are guaranteed by 5 or fewer legal persons or where an obligor or entity guaranteeing the obligations accounts for 20% or more of the assets, or where 20% or more of the assets are guaranteed by a single guarantor, so far as the issuer is aware and/or is able to ascertain from information published by the obligor(s) or guarantor(s)**

Not applicable.

- 2.2.12. Details of the relationship between the issuer, the guarantor and the borrower, if it is material to the issue**

There are no significant relationships between the Fund, the Seller, the Management Company or other persons involved in the transaction which would be material to the issue of the Notes other than those included in section 3.1 of the Securities Note and section 3.2 of this Additional Information.

- 2.2.13. If the assets comprise obligations that are traded on a regulated or equivalent third country market or SME Growth Market, a brief description of the securities, the market and an electronic link to where the documentation in relation to the obligations can be found on the regulated or equivalent third country market or SME Growth Market**

Not applicable.

The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of MiFID II, nor any securitisation position, whether traded or not.

- 2.2.14. Where the assets comprise obligations that are not traded on a regulated or equivalent third country market or SME Growth Market, a description of the principal terms and conditions in relation to the obligations**

Not applicable.

The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of MiFID II, nor any securitisation position, whether traded or not.

- 2.2.15. Where the assets comprise equity securities that are admitted to trading on a regulated or equivalent third country market or SME Growth Market, indicate a brief description of the securities, a description of the market on which they are traded including its date of establishment, how price information is published, an indication of daily trading volumes, information as to the standing of the market in the country, the name of the market's regulatory authority and an electronic link where the documentation in relation to the securities can be found on the regulated or equivalent third country market or SME Growth Market, and the frequency with which prices of the relevant securities are published**

Not applicable.

- 2.2.16. Where more than 10% of the assets comprise equity securities that are not traded on a regulated or equivalent third country market or SME Growth Market, a description of those equity securities and equivalent information to that contained in the registration document for equity securities or, where applicable, the registration document for securities issued by closed-end collective investment undertakings in respect of each issuer of those securities**

Not applicable.

- 2.2.17. **Where a material portion of the assets is secured on or backed by real property, a valuation report relating to the property setting out both the valuation of the property and cash flow/income streams**

Not applicable.

- 2.3. **Assets actively managed backing the issue**

The Management Company will not actively manage the assets backing the issue.

- 2.3.1. **Information to allow an assessment of the type, quality, sufficient and liquidity of the asset types in the portfolio which will secure the issue**

Not applicable.

- 2.3.2. **The parameters within which investments can be made, the name and description of the entity responsible for such management including a description of that entity's expertise and experience, a summary of the provisions relating to the termination of the appointment of such entity and the appointment of an alternative management entity and a description of that entity's relationship with any other parties to the issue**

Not applicable.

- 2.4. **Statement in the event that the issuer intends to issue new securities backed by the same assets, a prominent statement to that effect and unless those further securities are fungible with or are subordinated to those classes of existing debt, a description of how the holders of that class will be informed.**

Not applicable.

3. **STRUCTURE AND CASH FLOW**

- 3.1. **Description of the structure of the transaction containing an overview of the transaction and the cash flows, including a structure diagram.**

The Seller will assign Receivables arising from the Loans to the Fund.

The Fund will acquire the Receivables and will issue the Notes.

The subscription proceeds of the Notes will be allocated to:

- (i) in respect of the proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, to finance the payment by the Fund of the purchase price relating to the Receivables Principal of the Initial Receivables;
- (ii) in respect of the Class F Notes, to finance the funding of the Cash Reserve up to the Initial Cash Reserve Amount.

The Fund will periodically obtain proceeds from interest (both ordinary and default interest) and payments of principal paid by the Borrowers under the Receivables pooled in the Fund will be allocated on each Payment Date towards, amongst others, the payment of interest due under the Notes, the acquisition of Additional Receivables during the Revolving Period and the repayment of principal of the Notes in accordance with the Pre-Enforcement Priority of Payments or the Post-

Enforcement Priority of Payments set out in section 3.4.7.2 and 3.4.7.3 of the Additional Information.

The transaction will be formalised through (i) the Deed of Incorporation, by virtue of which, *inter alia*, the Fund is incorporated and the Notes are issued, (ii) the Master Sale and Purchase Agreement, whereby the Initial Receivables and the Additional Receivables are assigned to the Fund in accordance with the procedure described in section 2.2.2 above and section 3.3.1 below, and (iii) the remaining Transaction Documents described in section 3.4.4 of this Additional Information.

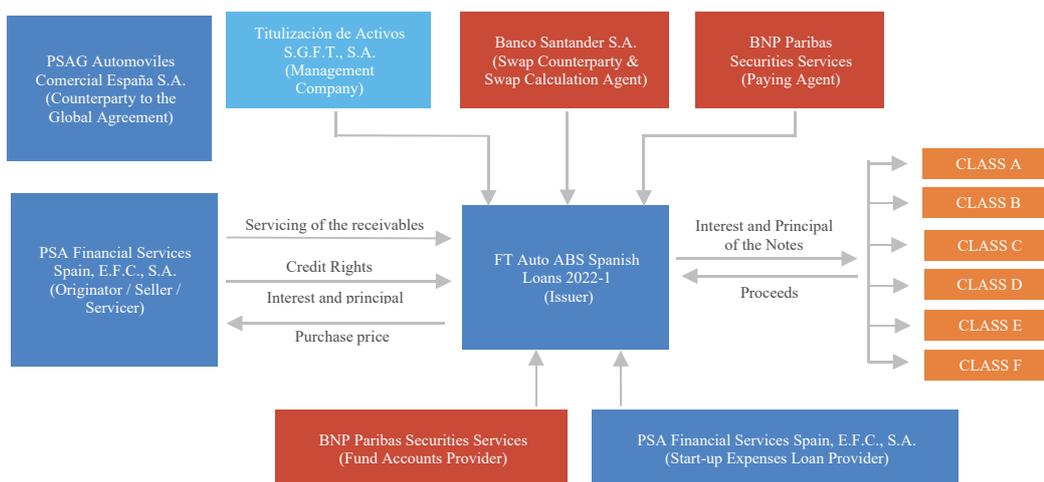
A copy of the Deed of Incorporation will be submitted to CNMV (for its registration with the official registers) and to IBERCLEAR prior to the Subscription Date.

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

In addition, in order to ensure the proper operation of the Fund and performance of its obligations in the terms and conditions set out in the applicable laws from time to time, the Management Company, on behalf of the Fund, will enter into, amongst others, the Transaction Documents described in section 3.4.4 of this Additional Information being able to extend or modify them in accordance with their terms, replace the Servicer and even execute additional agreements, having informed CNMV and the Rating Agencies. All of the above, always without prejudice to the rights of the Noteholders and, in particular, provided that such actions do not result in the downgrade of the ratings of the Rated Notes.

3.1.2. Diagram

Below there is a diagram explaining the transaction:



3.1.3. Initial Balance Sheet of the Fund

The balance sheet of the Fund at the Disbursement Date will be as follows (in EUROS):

Assets		Liabilities	
Receivables	700,000,000	Class A Notes	550,600,000
		Class B Notes	40,900,000
		Class C Notes	36,800,000
		Class D Notes	48,000,000
		Class E Notes	23,700,000
Cash Reserve	5,900,000	Class F Notes	5,900,000
Treasury Account	1,500,000	Start-up Expenses Loan	1,500,000
Accrued Interest	1,352,071.65	Other short term debts	1,352,071.65
	708,752,071.65		708,752,071.65

3.2. Description of the entities participating in the issue and description of the functions to be performed by them in addition to information on the direct and indirect ownership or control between those entities.

3.2.1. Titulización de Activos, S.G.F.T., S.A. will participate as Management Company that incorporates, manages and legally represents the Fund.

3.2.2. PSA Financial Services participates as:

- (i) Seller or Originator of the Receivables to be acquired by the Fund;
- (ii) Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information;
- (iii) Start-Up Expenses Loan Provider;
- (iv) Subscriber of all the Notes;
- (v) party to the Pre-Hedge Transaction; and
- (vi) if applicable, Fund's counterparty to the Seller Loan.

PSA Financial Services, in its capacity as Originator:

- (i) has also been designated as Reporting Entity responsible for submitting the information required by article 7 of the EU Securitisation Regulation; and
- (ii) will retain, on an on-going basis, a material net economic interest of not less than five (5) per cent. in the Securitisation and shall take responsibility for the contents of the Securities Note (including this Additional Information).

3.2.3. Banco Santander participates as:

- (i) Arranger;
- (ii) Swap Counterparty;
- (iii) counterparty to the Pre-Hedge Transaction; and

(iv) Swap Calculation Agent.

3.2.4. BNPP participates as:

- (i) Paying Agent;
- (ii) Fund Accounts Provider; and
- (iii) EURIBOR Provider.

3.2.5. PSAG participates as counterparty of the Global Agreement.

3.2.6. Moody's and DBRS intervene as credit rating agencies rating the Rated Notes.

3.2.7. Deloitte, S.L. has prepared the Special Securitisation Report on the Preliminary Portfolio.

3.2.8. Deloitte, S.L. participates as auditor of the Fund.

3.2.9. A&O participates as legal advisor in respect of the transaction structure and has revised the tax regime of the Fund set out in section 4.5.4 of the Registration Document, and issue the legal opinion required under article 20.1 of the EU Securitisation Regulation.

3.2.10. Pérez-Llorca participates as legal advisor of the Arranger and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger.

3.2.11. PCS shall:

- (i) act as a verification agent authorised under article 28 of the EU Securitisation Regulation, in connection with the STS Verification, and
- (ii) prepare the PCS Assessment.

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

3.2.13. EDW was registered by ESMA as securitisation repository with effects from 30 June 2021 and its website is currently valid for reporting purposes.

3.2.14. Additional information

The description of the entities referred to in the preceding section is contained in section 3.1 of the Securities Note.

The Management Company represents that the summary descriptions of the agreements contained in the relevant sections give the most substantial and relevant information on each of the agreements, accurately present their contents, and that no information has been omitted which might affect the contents of the Prospectus.

3.3. Description of the method and date of the sale, transfer, novation or assignment of the assets or of rights and/or obligations in the assets to the issuer or, where applicable, the manner and time period in which the proceeds from the issue will be fully invested by the issuer

3.3.1. Formalisation of the assignment of the Receivables

3.3.1.1. Assignment of the Initial Receivables

The assignment of the Initial Receivables by the Seller to the Fund will be effected on the Date of Incorporation (the **Initial Assignment Date**) by means of the Master Sale and Purchase Agreement executed simultaneously with the Deed of Incorporation and upon incorporation of the Fund.

Notwithstanding the assignment of the Initial Receivables will have legal effects from the Initial Assignment Date, the Seller and the Management Company have agreed that the assignment of the Initial Receivables to the Fund will have economic effects from (and including) the Initial Assignment Cut-Off Date. Therefore, any amounts collected under the Receivables corresponding to the Fund (whether for principal, interest or others) as well as any interest accrued on the Receivables on or after the Initial Assignment Cut-Off Date shall belong to the Fund.

Such assignment will be made on the terms described in section 3.3.2 below.

3.3.1.2. Assignment of the Additional Receivables

3.3.1.2.1 *Revolving Period*

After the Date of Incorporation, on each Assignment Date during the Revolving Period, the Fund will purchase Additional Receivables to compensate the reduction in the Outstanding Balance of the Receivables pooled in the Fund up to the maximum amount equal to the Principal Target Redemption Amount on the Determination Date preceding the relevant Payment Date, provided that the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria. For the avoidance of doubt, the payment of the portion of the Acquisition Amount relating to Receivables Principal of the relevant Additional Receivables will be made on the Purchase Date immediately following the relevant Assignment Date on which the Additional Receivables were assigned in favour of the Fund.

3.3.1.2.2 *Relevant dates*

For the purposes of this section 3.3.1.2, the dates relevant for the assignment of Additional Receivables are defined as follows:

- (i) **Determination Date** means the last day of each calendar month.
- (ii) **Information Dates** means any date between (a) the third (3rd) Business Day (included) and (b) the fifth (5th) Business Day (included), immediately after a Determination Date.
- (iii) **Offer Request Dates** means any date between (a) the first (1st) Business Day (included) and (b) the sixth (6th) Business Day (included), immediately after an Information Date.
- (iv) **Offer Dates** means any date between (a) the sixth (6th) Business Day (included) and (b) the fourth (4th) Business Day (included), immediately prior to a Purchase Date.
- (v) An **Acceptance Date** means any Offer Date during the Revolving Period.
- (vi) A **Purchase Date** means any Payment Date during the Revolving Period.

- (vii) An **Assignment Date** means (i) the Initial Assignment Date for the Initial Receivables; and (ii) the corresponding Acceptance Date for the Additional Receivables.

3.3.1.2.3 *Capacity of Management Company*

All references in this section to the Management Company shall be understood as the Management Company acting in the name and on behalf of the Fund.

3.3.1.2.4 *Procedure for the acquisition of Additional Receivables*

The assignment of the Additional Receivables will take place in accordance of the following terms, the Master Sale and Purchase Agreement and the Deed of Incorporation:

- (i) On each Information Date, the Servicer will send to the Management Company a digital database identifying (a) the characteristics of the Receivables that are held by the Fund on the immediately preceding Determination Date; and (b) all the significant circumstances that, during the immediately preceding Determination Period, had arisen in connection with the Receivables held by the Fund.
- (ii) On each Offer Request Date, the Management Company will communicate to the Seller the estimated Principal Target Redemption Amount available for the acquisition of Additional Receivables on the relevant Assignment Date.
- (iii) On each Offer Date, the Seller will send to the Management Company, before 11:00 am (CET), a digital database detailing the features of the Additional Receivables that it proposes to assign on the relevant Assignment Date.
- (iv) On each Offer Date, the Seller will send to the Management Company a written communication of offer of assignment of Additional Receivables on the coinciding Assignment Date, attaching a declaration confirming that those Additional Receivables comply with the Eligibility Criteria.
- (v) On each Acceptance Date, before 16:00 CET, the Management Company will send to the Seller a written communication of acceptance of the Additional Receivables itemised in the such digital database sent by the Seller.
- (vi) For the determination of the Additional Receivables that comprehend the assignment, as of each Assignment Date:
 - (1) the Seller will verify that the Additional Receivables comply with the Individual Eligibility Criteria;
 - (2) the Seller will verify that the Receivables pooled in the Fund, including any offered Additional Receivables, comply with the Global Eligibility Criteria; and
 - (3) the Management Company will determine the Outstanding Balance of the Additional Receivables that are accepted and capable of being assigned to the Fund for a portion of the Acquisition Amount related to the Outstanding Balance of the Initial Receivables equal or as close as possible (but not higher) to the Principal Target Redemption Amount in accordance with the Pre-Enforcement Priority of Payments.
- (vii) The assignment of the relevant Additional Receivables will have both legal and economic effects from the relevant Assignment Date. Notwithstanding the above, the payment of the

portion of the Acquisition Amount in connection with the Receivables Principal of such Additional Receivables will take place on the relevant Purchase Date immediately following the relevant Assignment Date.

3.3.1.2.5 *Expenses derived from the assignment of Additional Receivables*

Any expenses and taxes arising from or in connection with the assignment of the Additional Receivables to be Fund will be borne by the Seller.

3.3.1.2.6 *Special provision in the event that the Acquisition Amount is lower than the Principal Target Redemption Amount*

In the event that, on any Purchase Date, the Outstanding Balance of the Additional Receivables assigned to the Fund on the immediately preceding Assignment Date were lower than the Principal Target Redemption Amount (due to insufficiency of offered Additional Receivables or from the non-compliance of any offered Additional Receivables with the Eligibility Criteria), the Management Company will acquire the offered Additional Receivables complying with the Eligibility Criteria, without prejudice to (i) the possibility of acquiring new Additional Receivables on the next Assignment Date, and (ii) the allocation of the remaining Principal Target Redemption Amount as Available Funds to be applied in accordance with the Pre-Enforcement Priority of Payments.

3.3.1.2.7 *Delivery of documents to CNMV*

For each new assignment of Additional Receivables, the Management Company will deliver the following documents to CNMV, within seven (7) Business Days from the relevant Purchase Date:

- (i) Via CIFRADOC, the list of Additional Receivables assigned to the Fund and their main characteristics.
- (ii) A statement by the Seller confirming that the Receivables (including the Additional Receivables assigned) meet the Global Eligibility Criteria.
- (iii) A statement by the Seller confirming that such Additional Receivables assigned meet all Individual Eligibility Criteria.

3.3.2. **Terms and conditions of the assignment of the Receivables**

3.3.2.1. Terms and conditions

The assignment of the Receivables to the Fund will be made in the following terms and conditions:

- (i) The assignment of the Receivables shall include all the concepts envisaged in section 3.3.2.3 below, including without limitation:
 - (1) the Outstanding Balance of the Receivables: (i) on the Initial Assignment Cut-Off Date (included), in relation to the Initial Receivables; or (ii) if applicable, on the corresponding Acceptance Date (included) during the Revolving Period in relation to the Additional Receivables (the **Receivables Principal**); and
 - (2) if applicable, any accrued ordinary interest not yet due, *from* the last date of interest payments for each of the Receivables: (i) with respect to the Initial Receivables, *until* (but excluding) the Initial Assignment Cut-Off Date; or (ii) with respect to the Additional Receivables, *until* (but excluding) each Acceptance Date during the Revolving Period (the **Receivables Accrued Interest**).

- (ii) The assignment of the Receivables to the Fund shall be complete and unconditional and shall have legal effects from the Initial Assignment Date with respect to the Initial Receivables or the relevant Assignment Date with respect to the Additional Receivables and will be made for the duration of the entire term remaining until the maturity of such Receivables. Notwithstanding this, the assignment of the Receivables will have economic effects (i) in respect of the Initial Receivables, from (and including) the Initial Assignment Cut-Off Date, and (ii) in respect of the Additional Receivables, from (and including) the relevant Assignment Date,.
- (iii) The purchase price of the Receivables will be at nominal value, i.e. the sum of Receivables Principal and Receivables Accrued Interest (the **Acquisition Amount**).
- (iv) The Management Company shall pay the Acquisition Amount for the assignment of the Receivables, on behalf of the Fund, in the following manner:
 - (1) The portion consisting of the Receivables Principal:
 - a. the payment of the Receivables Principal of the Initial Receivables shall be made in full on the Disbursement Date, in same day funds. The Seller shall not receive any interest for the postponement of payment of the purchase price related to the Receivables Principal from the Initial Assignment Cut-Off Date to the Disbursement Date; and
 - b. the payment of the Receivables Principal of the Additional Receivables shall be made in full on each Purchase Date, in same day funds. The Seller shall not receive any interest resulting from the deferment of the payment of the purchase price related to the Receivables Principal from the Assignment Date to the Purchase Date.
 - (2) The portion corresponding to the payment of Receivables Accrued Interest for each of the Receivables shall be paid by the Fund to the Seller, regardless of the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments of the Fund, on the Payment Date after the collection date on which the amounts delivered by the Servicer to the Fund in relation to the amounts received from the Borrowers corresponding to such Receivables Accrued Interest during the immediately preceding Determination Period are reconciled.

Consequently, the Fund shall pay to the Seller on each Payment Date an amount equal to the amounts paid by the Borrowers during the immediately preceding Determination Period corresponding to Receivables Accrued Interest for each of the Receivables as the purchase price related to the Receivables Accrued Interest. The Seller shall not receive any interest for the postponement of the payment of the purchase price related to the Receivables Accrued Interest.
- (v) In the event that the incorporation of the Fund and, consequently the assignment of the Receivables, is cancelled in accordance with the terms of sections 4.4.4(v) or 4.4.4(vi) of the Registration Document:
 - (1) the obligation of the Fund to pay the Acquisition Amount in connection with the Initial Receivables shall be cancelled; and
 - (2) the Management Company shall be obliged to reimburse the Seller for any rights that may have been accrued and been paid to the Fund as a result of the assignment of the Initial Receivables.

3.3.2.2. Additional provisions

- (i) In accordance with article 348 of the Commercial Code and article 1529 of the Civil Code, the Seller will be liable *vis-à-vis* the Fund for the existence and lawfulness of the Receivables but will not be responsible for the solvency of the Borrowers.
- (ii) The Seller does not assume the risk of payment default of the Receivables and, therefore, does not assume any liability for the payment default by the Borrowers, whether for principal, interest or any other amount due under the Loan Agreements, nor does it assume the effectiveness of the guarantees or security granted as security thereof, if any. Furthermore, the Seller will not in any other manner whatsoever guarantee directly or indirectly the success of the transaction or give any security or enter into any repurchase or replacement agreements as regards the Receivables, except as described in section 2.2.9 of this Additional Information.
- (iii) The notification regime to the Borrowers is regulated under section 3.7.1.12 of the Additional Information.

3.3.2.3. Scope of the assignment

The assignment of the Receivables will confer to the Fund the right to receive any payments for principal amount, ordinary interest and all Ancillary Rights in accordance with the provisions of article 1528 of the Civil Code. For the avoidance of doubt, the assignment of the Receivables in favour of the Fund will not comprise any obligations of the Seller under the Loan Agreements or any other documents (including, without limitation, the Global Agreement or the Marketing Action). As a result, the assignment of the Receivables will confer the Fund the right to receive the following amounts under the Loans:

- (i) all amounts of principal under the Loans;
- (ii) all amounts accrued as ordinary interest on the Loans (excluding, for the avoidance of doubt, default interest);
- (iii) any other amounts, assets or rights that might be received, if applicable, by the Seller in the form of the auction price or the amount determined by virtue of a court decision, or as a result of the disposal or use of the assets awarded or, as a result of such enforcements, from the provisional administration and possession of the assets during the enforcement proceedings;
- (iv) all rights, compensations or indemnification claims that might arise in favour of the Seller, as well as those arising from Ancillary Rights related to the Receivables (excluding fees), including payments by guarantors or under insurance policies, if any, assigned to the Fund by the Seller;
- (v) all amounts due by the Adhered Concessionaires as payment of the purchase price of the Vehicles under the Marketing Action; and
- (vi) all other amounts due by PSAG under the Global Agreement in connection with the Receivables and the Vehicles.

All these rights shall accrue to the benefit of the Fund (i) in respect of the Initial Receivables, from (and including) the Initial Assignment Cut-Off Date; and (ii) in respect of the Additional Receivables, from (and including) the relevant Assignment Date.

Any payments made by the Borrowers in respect of fees for claims of unpaid instalments, fees for subrogation, fees for early redemption or cancellation and any other fees (including fees for opening, study and information, where appropriate) or expenses will not be assigned to the Fund and will therefore continue to correspond to the Seller.

The rights of the Fund resulting from the assignment of the Receivables are linked to the payments made by the Borrowers under the Loans from which such Receivables arise and, therefore, are directly affected by the evolution, delays, pre-payments and any other incident related to such Loans. Bank expenses arising from the collection of payment defaults and expenses arising from pre-judicial, judicial or contentious proceedings will be borne by the Servicer, notwithstanding the Servicer's reimbursement right *vis-à-vis* the Fund provided for in section 3.7.1.8 of the Additional Information.

In order to be able to assign Additional Receivables, the Seller's latest financial statements shall be audited and registered with CNMV and the auditor's report shall have no qualification.

With regard to potential insolvency of the Seller:

- (i) The Seller may be declared insolvent and insolvency of the Seller could affect its contractual relationship with the Fund, in accordance with the provisions of the Insolvency Law.
- (ii) The assignment of the Receivables will not be subject to claw-back other than by an action brought by the Seller's receivers, in accordance with the provisions of the Insolvency Law and after proving the existence of fraud in the transaction, as set out in article 16.4 of Law 5/2015. The Seller has its place of business office in Spain. Therefore, and unless proof in the contrary, it is presumed that the centre of main interests is Spain.
- (iii) In the event that the Seller is declared insolvent, in accordance with the Insolvency Law, the Fund, represented by the Management Company, shall have the right of separation with respect to the Receivables, on the terms provided in articles 239 and 240 of the Insolvency Law. Consequently, the Fund shall be entitled to obtain from the insolvent Seller the resulting Receivables amounts from the date on which the insolvency is declared, being those amounts considered Fund's property and must therefore be transferred to the Fund, represented by the Management Company.
- (iv) This right of separation would not necessarily extend to the cash received and kept by the insolvent Seller on behalf of the Fund before that date, given the essential fungible nature of money.

Notwithstanding the above, both this Prospectus and the Deed of Incorporation provide for certain mechanisms in order to mitigate such effects. Please refer to section 3.4.2.1 of this Additional Information.

3.3.3. Receivables purchase price

The Receivables will be sold at the price set out in section 3.3.2.1(iii) of the Additional Information.

3.3.3.1. Payment procedure for the Acquisition Amount of the assignment of the Initial Receivables

As described in section 3.3.2.1(iv) of this Additional Information, the payment of the Acquisition Amount in connection with the Initial Receivables will be made as follows:

- (i) In connection with the portion of the Acquisition Amount consisting of the Receivables Principal, by means of a debit order on the Treasury Account for the relevant amount corresponding to Receivables Principal (once the amounts corresponding to the issue of the Notes and the Start-Up Expenses Loan Agreement have been transferred to the Treasury Account).
- (ii) In connection with the portion of the Acquisition Amount consisting of Receivables Accrued Interest, by means of debit order in the Treasury Account for the relevant amount corresponding to Receivables Accrued Interest on the Payment Date after the collection date on which the amounts delivered by the Servicer to the Fund in relation to the amounts received from the Borrowers corresponding to such Receivables Accrued Interest during the immediately preceding Determination Period were reconciled, regardless of the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments of the Fund.

3.3.3.2. Payment procedure for the Acquisition Amount of the assignment of Additional Receivables

As described in section 3.3.2.1(iv) of the Additional Information, payment of the Acquisition Amount in connection with the Additional Receivables will be made as follows:

- (i) In connection with the portion of the Acquisition Amount consisting of the Receivables Principal, by means of a debit order on the Principal Account for the relevant amount corresponding to Receivables Principal.
- (ii) In connection with the portion of the Acquisition Amount consisting of Receivables Accrued Interest, by means of debit order in the Treasury Account for the relevant amount corresponding to Receivables Accrued Interest on the Payment Date after the collection date on which the amounts delivered by the Servicer to the Fund in relation to the amounts received from the Borrowers corresponding to such Receivables Accrued Interest during the immediately preceding Determination Period were reconciled, regardless of the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments of the Fund.

3.4. Explanation of the flow of funds

3.4.1. **How the cash flows from the assets will meet the issuer's obligations to holders of the securities, including, if necessary, a financial service table and a description of the assumptions used in developing that table**

The Fund will attend all payment obligations derived from the Notes and its remaining liabilities by applying the cash flows generated by the Receivables and any other rights of the Fund.

The amounts received by the Fund arising from the Receivables will be paid by the Servicer into the Treasury Account immediately after receipt and, in any event, within two (2) Business Days from receipt.

The Fund will benefit from the additional protection and enhancement mechanisms described in section 3.4.2 below. These mechanisms will be applied in accordance with the rules of this Prospectus and the Deed of Incorporation and their purpose is to, amongst others, procure that the cash flows of the Fund are sufficient to attend its payment obligations in accordance with the Pre-Enforcement Priority of Payments set out in section 3.7.4.2 of this Additional Information and the Post-Enforcement Priority of Payments set out in section 3.4.7.3 of this Additional Information, as applicable.

All payments of principal and interest on the Notes shall be made in accordance with the rules of this Prospectus, the Deed of Incorporation and the Pre-Enforcement Priority of Payments set out in section 3.7.4.2 of this Additional Information or the Post-Enforcement Priority of Payments set out in section 3.4.7.3 of this Additional Information, as applicable.

The weighted average interest rate of the Loans in the Preliminary Portfolio as of the Portfolio Cut-Off Date, as detailed in section 2.2.2.3.16 above, amounts to 6.68%, which is higher than the nominal interest rate of each Classes of Notes.

3.4.2. Information on any credit enhancements, an indication of where potentially material liquidity shortfalls may occur, and the availability of any liquidity supports and indication of provisions designed to cover interest/principal shortfall risks.

3.4.2.1. Credit enhancements

In order to (i) strengthen the financial structure of the Fund; (ii) increase the security or the regularity in the payments of the Notes; (iii) partially cover any temporary mismatches in the schedule of flows of principal and interest on the Loans and the Notes; or, in general, match the financial characteristics of the Loans and the Notes, and (iv) to ensure the proper operation of the Fund and performance of its obligations on the terms and conditions set out in the applicable laws from time to time, the Management Company, on behalf of the Fund, will enter into the Transaction Documents and the transactions described below in accordance with the Deed of Incorporation and all applicable legal provisions.

The credit enhancements included in the structure of the Fund are as follows:

3.4.2.1.1 *Cash Reserve*

The Cash Reserve mitigates the credit risk due to payment default under the Loans. The Cash Reserve is further described in section 3.4.2.2 of this Additional Information.

3.4.2.1.2 *Interest Rate Swap Transaction*

The Interest Rate Swap Transaction mitigates the interest rate risk arising from the floating nature of the interest rate applicable to the Floating Rate Notes and the fixed nature of the interest rate applicable under the Non-Defaulted Receivables. The main terms and conditions of the Interest Rate Swap Transaction and the Interest Rate Swap Agreement are described in section 3.4.8.1 of this Additional Information.

The Fund has not entered into and will not enter into any kind of hedging instrument or derivative transaction save as expressly permitted by article 21(2) of the EU Securitisation Regulation.

The Initial Receivables do not include derivatives and the Additional Receivables shall not include derivatives.

Additionally, there is no currency risk given that both the Receivables and the Notes are denominated in the same currency (euros).

3.4.2.2. Cash Reserve

3.4.2.2.1 *Use of the Cash Reserve*

The Cash Reserve will form part of the Available Funds and will be applied on each Payment Date until the Required Level of the Cash Reserve is equal to Zero Euros (0.00€) to comply with the payment obligations of the Fund in accordance with the Pre-Enforcement Priority of Payments.

3.4.2.2.2 *Funding of the Cash Reserve*

On the Disbursement Date, the Cash Reserve will be initially funded with the proceeds from the disbursement of the Class F Notes in an amount equal to the Initial Cash Reserve Amount (as defined below).

On each Payment Date following the Disbursement Date, the Cash Reserve will be funded in an amount equal to the Required Level of the Cash Reserve (as defined below), provided that there are Available Funds pursuant to the Pre-Enforcement Priority of Payments.

3.4.2.2.3 *Adjustment of the Required Level of the Cash Reserve*

The required level of the Cash Reserve (the **Required Level of the Cash Reserve**) shall be equal to:

- (i) On the Disbursement Date, FIVE MILLION NINE HUNDRED THOUSAND EUROS (€ 5,900,000), equivalent to 0.843% of the Principal Amount Outstanding of the Rated Notes as of the Disbursement Date (the **Initial Cash Reserve Amount**).
- (ii) Subject to (iii) below, on each Payment Date after the Disbursement Date, the higher of:
 - (1) 0.425% of the Principal Amount Outstanding of the Rated Notes as of the Disbursement Date; and
 - (2) the lower of the following amounts:
 - (A) 0.843% of the Principal Amount Outstanding of the Rated Notes as of the immediately preceding Determination Date; or
 - (B) the Initial Cash Reserve Amount.
- (iii) Zero euros (€ 0.00), following the earlier of:
 - (1) the Legal Maturity Date;
 - (2) the Payment Date on which the Non-Defaulted Receivables have been repaid in full;
 - (3) the Payment Date on which the Rated Notes are redeemed in full; or
 - (4) the Payment Date following the delivery of an Early Redemption Notice.

3.4.2.3. Subordination of the Notes

After the occurrence of a Subordination Event, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be redeemed sequentially in accordance with

the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of the Additional Information so that:

- (i) the Class B Notes will not be further redeemed for so long as the Class A Notes have not been redeemed in full;
- (ii) the Class C Notes will not be further redeemed for so long as the Class A Notes and the Class B Notes have not been redeemed in full;
- (iii) the Class D Notes will not be further redeemed for so long as the Class A Notes, the Class B Notes and the Class C Notes have not been redeemed in full; and
- (iv) the Class E Notes will not be further redeemed for so long as the Class A Notes, the Class B Notes, Class C Notes and the Class D Notes have not been redeemed in full.

The Class F Notes will amortise with the available excess spread for an amount equal to the Class F Notes Target Amortisation Amount. Once the Class F Notes are fully redeemed, the subordination of such Class F Note will no longer apply.

3.4.3. Risk retention requirement

3.4.3.1. EU Retention Requirement

The Originator will undertake in the Deed of Incorporation to retain, on an ongoing basis, a material net economic interest of at least five per cent. (5%) in the securitisation transaction described in this Prospectus in accordance with article 6(3)(c) of the EU Securitisation Regulation (“*the retention of randomly selected exposures, equivalent to not less than 5 % of the nominal value of the securitised exposures, where such non-securitised exposures would otherwise have been securitised in the securitisation, provided that the number of potentially securitised exposures is not less than 100 at origination*”) and article 7 of the Delegated Regulation (EU) 625/2014 of 13 March 2014 supplementing CRR, applicable until the new regulatory technical standards to be adopted by the Commission apply, pursuant to article 43(7) of the EU Securitisation Regulation. In addition, the Seller has undertaken that the material net economic interest held by it shall not be split amongst different types of retainers and shall not be subject to any credit-risk mitigation or hedging, in accordance with article 6(1) of the EU Securitisation Regulation.

The retention option and methodology used to calculate the net economic interest will not change, unless such change is required due to exceptional circumstances, in which case such change will be appropriately disclosed to Noteholders and published on the following website <https://www.tda-sgft.com>.

The Deed of Incorporation will include a representation and warranty and undertaking of the Originator as to its compliance with the requirements set out in articles 6(1), 6(2) and 6(3) of the EU Securitisation Regulation. In addition to the information set out herein, the Originator has undertaken to make available materially relevant information to investors so that investors are able to verify compliance with article 6 of the EU Securitisation Regulation in accordance with article 7 of the EU Securitisation Regulation, as set out in section 4.2.1 of this Additional Information. In particular, the quarterly reports shall include information about the risk retained, including information on which of the modalities of retention has been applied pursuant to paragraph 1.(e).(iii) of article 7 of the EU Securitisation Regulation.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus, generally for the purposes of complying with each of the provisions described above and any corresponding implementing measure which may be

applicable. In addition, each prospective investor should ensure that they comply with the implementing provisions in respect of the EU Securitisation Regulation.

Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction should seek guidance from their regulator.

3.4.3.2. US Risk Retention

Section 941 of the Dodd-Frank Act amended the Exchange Act to generally require the “*securitiser*” of a “*securitisation transaction*” to retain at least five per cent. (5%) of the “credit risk” of “*securitised assets*”, as such terms are defined for purposes of that statute, and generally prohibit a securitiser from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitiser is required to retain. Final rules implementing the statute (the **U.S. Risk Retention Rules**) came into effect on 24 December 2016 with respect to non-RMBS securitisations. The U.S. Risk Retention Rules provide that the securitiser of an asset backed securitisation is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Seller does not intend to retain at least five per cent. (5%) of the credit risk of the Issuer for the purposes of the U.S. Risk Retention Rules and the issue of the Notes was not designed to comply with the U.S. Risk Retention Rules. The Seller intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as **Risk Retention U.S. Persons**); (3) neither the sponsor nor the issuer is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

The Seller has advised the Issuer that it has not acquired, and it does not intend to acquire more than 25 per cent. of the assets from an affiliate or branch of the Seller or the Issuer that is organised or located in the United States.

Prior to any Notes which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person, the purchaser of such Notes shall first disclose to the Seller that it is a Risk Retention U.S. Person and shall obtain the written consent of the Seller (a **U.S. Risk Retention Consent**). Prospective investors should note that the definition of “U.S. person” in the U.S. Risk Retention Rules is different from the definition of “U.S. person” under Regulation S. The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (ii) and (viii), which are different from the comparable provisions from Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, **U.S. person** means any of the following:

- (i) any natural person resident in the United States;
- (ii) any partnership or corporation organised or incorporated under the laws of the United States;

- (iii) any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);
- (iv) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);
- (v) any agency or branch of a foreign entity located in the United States;
- (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);
- (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and
- (viii) any partnership, corporation, limited liability company, or other organisation or entity if:
 - organised or incorporated under the laws of any foreign jurisdiction; and
 - formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in 17 CFR 230.501(a)) who are not natural persons, estates or trusts.

Each holder of a Note or a beneficial interest therein acquired in the initial syndication of the Notes on the Issue Date, by its acquisition of a Note or a beneficial interest in a Note, will be deemed, and, in certain circumstances, will be required to represent to the Issuer and the Seller that it (1) either (i) is not a Risk Retention U.S. Person or (ii) it has obtained a U.S. Risk Retention Consent, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules described herein).

The Seller has advised the Issuer that it will not provide a U.S. Risk Retention Consent to any investor if such investor's purchase would result in more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) (as determined by fair value under US GAAP) of all Classes of Notes to be sold or transferred to Risk Retention U.S. Persons on the Disbursement Date.

There can be no assurance that the requirement to request the Seller to give its prior written consent to any Notes which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person will be complied with or will be made by such Risk Retention U.S. Persons.

There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether a failure by the Seller to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the Notes or the market value of the Notes.

Failure on the part of the Seller to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action against the Seller which may adversely affect the Notes and the ability of the Seller to perform its obligations under the Transaction Documents. Furthermore, a failure by the Seller to comply with the U.S. Risk Retention Rules could negatively affect the value and secondary market liquidity of the Notes.

None of the Arranger, the Seller, the Fund or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisors as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

3.4.4. Details of any financing of subordinated debt finance

3.4.4.1. Start-Up Expenses Loan Agreement

On the Date of Incorporation, the Management Company, in the name and on behalf of the Fund, will enter into a subordinated loan agreement (the **Start-Up Expenses Loan Agreement**) with PSA Financial Services (the **Start-Up Expenses Loan Provider**) for a principal amount of ONE MILLION FIVE HUNDRED THOUSAND EUROS (€ 1,500,000) (the **Start-Up Expenses Loan**), which will be used to partially finance the Initial Expenses of the Fund.

The proceeds of the Start-Up Expenses Loan will be credited to the Treasury Account before 12.00 CET on the Disbursement Date.

The Start-Up Expenses Loan will accrue an annual interest, calculated on a monthly basis, for each Interest Accrual Period, which will be equal to the Reference Rate plus 2.92% and will be paid only if the Fund has sufficient Available Funds in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of this Additional Information, or, where applicable, in accordance with the Post-Enforcement Priority of Payments described in section 3.4.7.3 of this Additional Information. Any interest accrued, which must be paid on a specified Payment Date, will be calculated on the basis of:

- (i) the actual calendar days existing in each Interest Accrual Period; and
- (ii) a year of three hundred and sixty (360) calendar days.

Interest due and not paid on a Payment Date will be capitalised and accrue interest at the same rate as the nominal interest rate of the Start-Up Expenses Loan and will be paid, provided that the Fund has sufficient Available Funds, on the immediately following Payment Date in accordance with the Pre-Enforcement Priority of Payments set out in section 3.4.7.2 of this Additional Information, or, where applicable, with the Post-Enforcement Priority of Payments described in section 3.4.7.3 of this Additional Information.

In the event that the annual interest of the Start-Up Expenses Loan calculated in accordance with this section is negative, such interest will be equal to zero per cent (0.00%).

The Start-Up Expenses Loan will be repaid in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments (as applicable). Any amounts of principal due and unpaid under the Start-Up Expenses Loan will not accrue default interest in favour of the Start-Up Expenses Loan Provider.

The Start-Up Expenses Loan shall be repaid by the Fund in full on the date on which the Fund is liquidated and subject to the full payment of any amounts ranking in higher priority pursuant to the

Post-Enforcement Priority of Payments. Any amount under the Start-Up Expenses Loan not paid after the liquidation of the Fund shall be cancelled and deemed as a final loss for the Start-Up Expenses Loan Provider.

Given that this Start-Up Expenses Loan is a subordinated loan, it will be postponed in ranking as regards the rest of creditors of the Fund (other than, in certain circumstances, the Swap Counterparty) pursuant to the terms of sections 3.4.7.2 and 3.4.7.3 of this Additional Information, including, but not limited to, the Noteholders.

PSA Financial Services specifically and irrevocably waives any right of set-off against the Fund that could otherwise correspond to it by virtue of any agreement entered into with the Fund.

3.4.4.2. Seller Loan

Following the occurrence of a Regulatory Call Event, and provided that the Seller has exercised the right to request the Management Company to redeem in full (but not in part) the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (while the Class A Notes and the Cash Reserve shall not be redeemed), the Seller shall advance to the Fund a loan (the **Seller Loan**) for an amount equal to the Seller Loan Advance Amount.

The Seller Loan shall be applied by the Fund to redeem in full (but not in part) the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes in accordance with section 4.9.2.3 of the Securities Note.

The Seller Loan shall accrue a maximum annual interest of 1.53%.

The Seller Loan shall be repaid in accordance with (i) the Pre-Enforcement Priority of Payments (as amended by the Regulatory Call Priority of Payments or the Seller Loan Priority of Payments, as applicable, set out in sections 3.4.7.2 and 3.4.7.3 of the Additional Information) or, as applicable, (ii) the Post-Enforcement Priority of Payment (as amended by the Post-Enforcement Regulatory Call Priority of Payments) set out in section 3.4.7.3 of the Additional Information.

3.4.5. **Specification of any investment parameter for the investment of temporary liquidity surpluses and description of the parties responsible for such investment**

3.4.5.1. Reinvestment Agreement

3.4.5.1.1 *Opening of the Fund Accounts*

On the Date of Incorporation, the Management Company, in the name and on behalf of the Fund, will enter into a reinvestment agreement (the **Reinvestment Agreement**) with and BNPP (the **Fund Accounts Provider**) whereby the Fund Accounts Provider will open in its books the following bank accounts (the **Fund Accounts**) in the name of the Fund:

- (i) the Treasury Account;
- (ii) the Principal Account; and
- (iii) the Swap Collateral Account.

The purpose of the Reinvestment Agreement is to set out the terms and conditions of the opening of the Fund Accounts in the books of the Fund Accounts Provider and the operation of such accounts.

The common provisions applicable to all the Fund Accounts are described in section 3.4.5.1.5 below.

3.4.5.1.2 *Treasury Account*

Pursuant to the Reinvestment Agreement the amounts to be credited in the treasury account (the **Treasury Account**) will include, but are not limited to, the following:

- (i) On the Disbursement Date:
 - (1) subject to any applicable set-offs, the effective subscription price of the Notes; and
 - (2) the amount under the Start-Up Expenses Loan.
- (ii) On any other date:
 - (1) principal and interests on the Receivables;
 - (2) any other amounts corresponding to the Receivables, and to the disposal or use of assets awarded as a consequence of enforcement or repossession proceedings, or under provisional administration and possession of the assets during enforcement or repossession proceedings, as well as all possible rights and compensations, including those derived from any ancillary right to the Receivables, including, if applicable, those derived from reservation of title and insurance compensations, but excluding fees;
 - (3) the amount which constitutes the Cash Reserve at any time, as described in section 3.4.2.2 of this Additional Information;
 - (4) if applicable, any interests accrued from the balances credited in the Fund Accounts;
 - (5) any payment to be made by the Seller to the Fund in connection with the provisions in section 2.2.9 of the Additional Information;
 - (6) the amounts which, as the case may be, may be paid to the Fund by the Swap Counterparty under the Interest Rate Swap Transaction (other than any cash collateral to be transferred by the Swap Counterparty under the CSA and deposited in the Swap Collateral Account); and
 - (7) the amounts, if any, of interim withholdings on the return on investments to be effected on each relevant Payment Date on the Note interest paid by the Fund, until due for payment to the relevant Tax authorities.

Following the instructions of the Management Company, the amounts that are to be debited in the Treasury Account include, but are not limited to, the following:

- (i) On the Disbursement Date:
 - (1) subject to any applicable set-offs, the portion of the Acquisition Amount of the Initial Receivables related to the Receivables Principal of the Initial Receivables; and
 - (2) the Initial Expenses for the incorporation of the Fund and the issue of the Notes (provided that payments of the Initial Expenses will be made as soon as each expense becomes due and payable).

- (ii) If applicable, on each Payment Date on which amounts corresponding to Receivables Accrued Interest are to be paid by the Fund in accordance with sections 3.3.2.1 and 3.3.3.1 of the Additional Information, an amount equal to the Receivables Accrued Interest received by the Fund during the immediately preceding Determination Period, regardless of the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments of the Fund.
- (iii) On each Payment Date, the Available Funds will be applied in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

3.4.5.1.3 *Principal Account*

Pursuant to the Reinvestment Agreement, the account identified as the principal account (the **Principal Account**) will be credited on each Payment Date only during the Revolving Period with an amount equal to the Principal Target Redemption Amount.

Subject to the paragraph below, following the instructions of the Management Company, the amounts held at the Principal Account will be considered Available Funds and will be applied, on each Payment Date during the Revolving Period, towards making the payments envisaged in, and in accordance with, item (10) of the Pre-Enforcement Priority of Payments, as described in section 3.4.7.2 below (or, if applicable, towards making the payments envisaged in, and in accordance with, item (6) of section 3.4.7.2.3(iii) of the Additional Information).

Following the instructions of the Management Company, any amounts received by the Fund as interest accrued on the balances credited on the Principal Account will be transferred to the Treasury Account forthwith upon receipt thereof without need to apply it in accordance with the paragraph above.

Following the instructions of the Management Company, during the Revolving Period, one (1) Business Day prior to the relevant Payment Date, an amount equal to the Principal Target Redemption Amount will be transferred from the Treasury Account to the Principal Account for its application in accordance with this section 3.4.5.1.3.

Upon termination of the Revolving Period, all amounts standing to the credit in the Principal Account will be transferred to the Treasury Account.

3.4.5.1.4 *Swap Collateral Account*

Pursuant to the Reinvestment Agreement, the account identified as the swap collateral account (the **Swap Collateral Account**) will be credited with any cash collateral to be posted by the Swap Counterparty under the Interest Rate Swap Agreement, as described in section 3.4.8.1 of the Additional Information and in the Interest Rate Swap Agreement (including, without limitation, the CSA).

In the event that the Swap Counterparty should transfer any Eligible Credit Support (as defined in the CSA) to the Fund in connection with the Interest Rate Swap Agreement, the Fund shall hold such Eligible Credit Support in the Swap Collateral Account which shall be segregated from the Treasury Account, from the Principal Account and from the general cash flow of the Fund.

Cash standing to the credit of the Swap Collateral Account (including interest) shall not be Available Funds for the Fund to make payments in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments but may be applied in accordance with the following

provisions by, or on behalf of, the Fund as follows (the "**Swap Collateral Account Priority of Payments**):

- (i) prior to the designation of a Swap Early Termination Date, in or towards:
 - (1) first, payment of any negative interest rates and fees accrued on the funds deposited in the Swap Collateral Account;
 - (2) second, payment or discharge of any "Return Amounts", "Interest Amounts", "Distributions" (each as defined in the credit support annex forming part of the Interest Rate Swap Agreement (the CSA)) owed to the Swap Counterparty;
- (ii) following the designation of a Swap Early Termination Date, where the Swap Termination Amount is payable by the Fund to the Swap Counterparty:
 - (1) first, in or towards payment of any Swap Termination Amount due to the Swap Counterparty; and
 - (2) second, where the Swap Termination Amount is discharged, the surplus of any amounts standing to the Swap Collateral Account (if any) is to be transferred to the Treasury Account to be applied as Available Funds; and
- (iii) following the designation of a Swap Early Termination Date, where the Swap Termination Amount is payable by the Swap Counterparty to the Fund, amounts standing to the Swap Collateral Account (if any) are permitted to be transferred to the Treasury Account to be applied as Available Funds.

In the event that the Fund Accounts Provider defaults in its obligations under the Reinvestment Agreement and due to such default the Fund is not able to immediately apply the collateral amounts held on such account towards any payment due to the Swap Counterparty, the amount payable by the Fund to the Swap Counterparty shall be paid according to the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

3.4.5.1.5 *Common provisions applicable to the Fund Accounts*

- (i) Voluntary termination by the Fund Accounts Provider

The Fund Accounts Provider may, at any time, terminate the Reinvestment Agreement by giving at least two (2) months' prior written notice to the Management Company, provided that:

- (1) another institution selected by the Management Company which has at least the following ratings: (I) the Moody's Minimum Rating, according to Moody's; and (II) the DBRS Minimum Rating, according to DBRS, replaces the Fund Accounts Provider;
- (2) notice is given to the CNMV and the Rating Agencies; and
- (3) the Rating Agencies confirm that the ratings assigned to the Rated Notes are not negatively affected.

- (ii) Voluntary termination by the Management Company

The Management Company may, at any time, substitute at its sole discretion the Fund Accounts Provider by giving at least two (2) months' prior notice to the Fund Accounts Provider, provided that:

- (1) another institution selected by the Management Company which has at least the following ratings: (I) the Moody's Minimum Rating, according to Moody's; and (II) the DBRS Minimum Rating, according to DBRS, replaces the Fund Accounts Provider;
 - (2) notice is given to the CNMV and the Rating Agencies; and
 - (3) the Rating Agencies confirm that the ratings assigned to the Rated Notes are not negatively affected.
- (iii) Rating Agencies Criteria for the Fund Accounts Provider. Downgrade event

In the event that the ratings of the Fund Accounts Provider (or of the replacing entity in which the Fund Accounts are opened) is, at any time during the life of the Notes, downgraded below the following ratings by any of the following rating agencies:

- Moody's: below a credit rating of A3 (cr) assigned by Moody's (the **Moody's Minimum Rating**); or
- DBRS: below BBB (high) according to the minimum DBRS rating (the **DBRS Minimum Rating**) which shall be the higher of:
 - a. if the institution has a long-term critical obligation rating (COR) from DBRS, a step below such COR; and
 - b. the long-term issuer rating assigned by DBRS to the Fund Accounts Provider or, if none exists, the private ratings or internal evaluations performed by DBRS,

the Servicer (with the collaboration of the Management Company, that will (i) provide its quickest and best-efforts to this end and (ii) enter into the appropriate agreements in the name and on behalf of the Fund) shall, after notifying the Rating Agencies, allow an appropriate level of guarantee to be maintained with respect to the commitments relating to the Fund Accounts, in order for the ratings given to the Rated Notes by the Rating Agencies not to be adversely affected, instruct the Management Company to transfer, within sixty (60) calendar days from the day of the occurrence of any of the abovementioned events, the Fund Accounts to an institution that has at least

- the Moody's Minimum Rating, according to Moody's; and
- the DBRS Minimum Rating, according to DBRS,

and the Management Company will arrange the highest possible return for the balance of the Fund Accounts, which may be lower, equal to or higher than that arranged with the Fund Accounts Provider (or the replacing entity in which the Fund Accounts are opened from time to time).

In this regard, the Fund Accounts Provider (or the replacing entity in which the Fund Accounts are opened) shall irrevocably agree to notify the Management Company of any change or removal of its rating given by the Rating Agencies, forthwith upon the occurrence thereof throughout the life of the Rated Notes.

All costs, expenses and taxes incurred due to the execution and formalisation of the previous options will be considered Extraordinary Expenses of the Fund or, if applicable, will be borne by the subsequent holder of the Fund Accounts.

(iv) Survival

Neither the voluntary termination of the Reinvestment Agreement by the Fund Accounts Provider nor by the Management Company will be effective until the new institution assuming the position of Fund Accounts Provider has effectively assumed its functions.

(v) Costs derived from the replacement of the Fund Accounts Provider

Any costs resulting from the voluntary termination of the Reinvestment Agreement by the Fund Accounts Provider will be considered Extraordinary Expenses of the Fund.

Likewise, any costs resulting from the voluntary termination of the Reinvestment Agreement by the Management Company will be considered Extraordinary Expenses of the Fund.

Any costs arising from the actions referred to in section (iii) above in case of rating downgrade event will be considered Extraordinary Expenses of the Fund or, if applicable, will be borne by the replacing institution assuming the position of Fund Accounts Provider.

(vi) Interest

The amounts standing from time to time to the credit of each of the Fund Accounts are not subject to cash management services or invested in investment support.

In accordance with the Reinvestment Agreement, unless a change in the remuneration of the Fund Accounts occurs, the amounts standing from time to time to the credit of each Fund Accounts accrue interest at a rate equal to the daily €STR less 0.03%, regardless the benchmark remains positive, negative or equal to zero.

Under the Reinvestment Agreement, the Fund Accounts Provider may change the remuneration in the Fund Accounts, in which case the new interest rate will be reported by the Fund Accounts Provider or, as the case may be, the Management Company, to the rest of the parties.

If the remuneration is negative this will be considered as an Ordinary Expense.

In addition, in case of termination of the Reinvestment Agreement and replacement of BNPP by a new institution, the Fund Accounts might accrue interest, thus generating potential expenses or returns.

For the purposes of this Prospectus, **€STR** means, in respect of an interest accrual period in respect of the balances standing to the credit on the Fund Accounts, the euro short-term rate equal to the overnight rate as calculated by the ECB and appearing on the relevant screen page two (2) Business Days before the date on which such interest accrual period begins. In case €STR ceases to be provided permanently or indefinitely, any mention to that reference rate shall be understood as made to the rate (inclusive of any spreads or adjustments) recommended by the ECB (or any successor administrator) in replacement of the €STR as published or provided by the administrator thereof.

3.4.6. How payments are collected in respect of the Receivables

The Servicer, as collection agent on behalf of the Fund, will collect any amounts for both principal and interest under the Loans paid by the Borrowers, as well as any other amounts corresponding to the Fund (including any amounts payable by PSAG under the Global Agreement or the Adhered

Concessionaires under the Marketing Action, as applicable), and will proceed to deposit such amounts into the Treasury Account immediately after receipt and, in any event, within two (2) Business Days from receipt.

For the avoidance of doubt, in the event that the Adhered Concessionaire paid the purchase price of the Vehicle:

- (i) by means of drawdown by the relevant Adhered Concessionaire under the credit facility entered into with PSA Financial Services, as described in section 2.2.D) above, the date on which the drawdown is made in accordance with the credit agreement entered into with the relevant Adhered Concessionaire will be understood as the date of “receipt” for the purposes of this section;
- (ii) by means of set-off under the netting account opened with PSA Financial Services described in section 2.2.D) above, the making of the relevant annotation in the netting account for an amount equal to the purchase price of the Vehicle in accordance with the netting account agreement entered into between the Adhered Concessionaire and the Vehicle will be understood as “receipt” for the purposes of this section; and
- (iii) by means of transfer to the bank account indicated by PSA Financial Services as described in section 2.2.D) above, the date on which the amount equal to the purchase price of the Vehicle is credited to the relevant bank account indicated by PSA Financial Services will be understood as “receipt” for the purposes of this section.

The Servicer will not pay, in any case, any amount to the Fund that the Servicer has not previously received from the Borrowers in respect of the Loans.

3.4.6.1. Powers of the holder of the Receivables in the case of breach by the Borrower or the Servicer of their obligations

The Servicer will apply the same level of expertise, diligence and procedures for the recovery of any amounts due and unpaid under the Receivables as it applies for the rest of loans in its portfolio.

In particular, once the relevant periods for out-of-court actions to obtain payment of unpaid amounts under the Receivables have elapsed without having recovered the relevant unpaid amounts, the Servicer will bring any legal actions required for such purposes. In any case, the Servicer will bring the aforementioned legal actions if, after having analysed the specific circumstances of the case, the Management Company, on behalf of the Fund, and in agreement with the Servicer, deems it appropriate.

The current recovery processes applied by the Servicer are included in section 2.2.7.5 of the Additional Information.

In case of payment default under the Loans, the out-of-court and court actions described in section 2.2.7.5 of the Additional Information will be initiated for the purposes of obtaining payment of any amounts due or recovering the financed Vehicles, as applicable.

3.4.6.1.1 *Action against the Servicer*

The Management Company, for and on behalf of the Fund, may take action against the Servicer where the breach of the obligation to pay principal or interest amounts and/or any other amounts due under the Loans by the Borrowers (or, if applicable, by PSAG, the Adhered Concessionaires or PSA Financial Services in relation to payments due under the Global Agreement or the Marketing Action)

does not result from default by the Borrowers (or, if applicable, PSAG, the Adhered Concessionaires or PSA Financial Services) and is attributable to the Servicer.

Notwithstanding the above, the Servicer will not be liable in case that such breach is caused by the Servicer's compliance with the servicing provisions or the instructions given by the Management Company.

3.4.6.1.2 *Actions in case of payment default under the Loans*

The Management Company, on behalf of the Fund, may take all legal actions derived from the ownership of the Receivables, in accordance with the legislation in force.

For the above purposes, the Management Company, as entity responsible for servicing and managing the Receivables pursuant to article 26.1.b) of Law 5/2015, shall grant in the Deed of Incorporation a power of attorney as broad as permitted by law in favour of the Servicer so that the latter, acting through any of its duly authorised attorneys, as instructed by the Management Company, may claim any Borrower (and if applicable any guarantor), in or out of court, payment of any amounts due under the Receivables and take legal actions against them, in addition to any other powers required for the performance of its duties as Servicer. These powers may also be granted under a separate document from the Deed of Incorporation or may be expanded and modified, if necessary, for the performance of such duties.

Additionally, the Servicer undertakes to inform the Management Company, on behalf of the Fund, on a monthly basis, of any payment defaults, early repayments and adjustments of the interest rates and maturity, and to provide timely information regarding claims, certified notices given to the Borrowers or guarantors (or PSAG, PSA Financial Services or the Adhered Concessionaires), legal actions, and any other circumstances affecting the Loans or the Receivables. Furthermore, the Servicer will provide the Management Company with all the documents that the latter might request in relation to the Loans and, in particular, the documents that the Management Company might require for the purposes of bringing any legal actions.

Except in case of application of any measures foreseen in any Moratoriums applicable and provided that the Borrowers are complying with the terms of such Moratoriums, the Servicer shall, as a general rule, commence the relevant legal proceedings if, within six (6) months from the payment default either (i) the Borrower in default fails to resume payments or (ii) the Servicer, with the Management Company's consent, fails to obtain a payment undertaking satisfactory to the interests of the Fund.

3.4.6.1.3 *Actions available to the Servicer under Loan Agreements including a reservation of title provision*

As indicated in section 2.2 of the Additional Information, Loan Agreements including a reservation of title provision may be:

- (a) formalised as a Public Document or as a private document;
- (b) drafted following the official form or not; and
- (c) registered with the Register of Instalment Sales of Movable Properties (and therefore in the Vehicles Register of the Spanish General Traffic Directorate) or not.

In addition, in connection with limb (c) above, only those Loan Agreements drafted following the official form (formalised either as a Public Document or as a private agreement) can be registered with the Register of Instalment Sales of Movable Properties.

The legal regime, effects and protections for the Fund and the actions available for the Servicer in case of a breach of a Loan Agreement with a reservation of title provision may vary depending on the features listed above.

A summary of the legal regime, effects and protections for the Fund and the actions available for the Servicer in Loan Agreements with a reservation of title provision depending on each of these features is included below:

- (i) Reservation of title provision included in a Loan Agreement formalised as a private document and not following the official form.

The Fund, as the holder of the Receivables under a Loan Agreement formalised as a private document not following the official form will not be able to benefit from the preferences and priorities foreseen in section 2.2.7.6(i).

The Servicer, on behalf of the Fund, will only be entitled to initiate a declarative court proceeding for the recognition of its right to receive payment under the Loan Agreement prior to initiating an enforceable action of the potential ruling against the assets of the Borrower (including the Vehicle).

Such declarative court proceedings will commence with the filing of a claim (*demanda*) and the reply (*contestación*) of the Borrower. After this, there will be a preliminary hearing (*audiencia previa*) where all the formal or procedural issues will be discussed. At this moment, the parties will request the application of the relevant means of evidence.

The next step will be the trial (*juicio*) where the witnesses and experts pose their arguments and will conclude with the court ruling (*sentencia*). In the event that the ruling was in favour of the Fund, if the Borrower does not comply with the obligations of the ruling, the Servicer, on behalf of the Fund, will be able to request the enforcement of the ruling and the corresponding seizure of the assets of the Borrower (including the Vehicle). In case the Borrower does not comply with the obligations of the ruling or appeals it, the Fund, acting through the Servicer, will still be able to request the provisional enforcement of the ruling.

Declarative court proceedings would normally take significantly longer than a notarial or court enforcement proceeding (generally, not less than one year and a half and up to two to three years to finalise the proceeding if there are appeals – even more depending on the court workload).

- (ii) Reservation of title provision included in a loan agreement formalised as a private document following the official form.

Benefits and preferences of the Fund as holder of the Receivables under a Loan Agreement formalised as a private document following the official form will be those described in section 2.2.7.6(ii).

In addition, the proceedings available to the Servicer, on behalf of the Fund, under a Loan Agreement formalised as a private document following the official form will depend on whether or not the Loan Agreement has been registered with the Register of Instalment Sales of Movable Properties:

- (1) If the Loan Agreement has not been registered with the Register of Instalment Sales of Movable Properties, the only proceedings available to the Servicer, acting on behalf of the Fund, would be the declarative court proceedings described in paragraph (i) above.

- (2) It the Loan Agreement has been registered with the Register of Instalment Sales of Movable Properties, the proceedings available to the Servicer, acting on behalf of the Fund, would be (A) the declarative court proceeding described in paragraph (i) above; and (B) the notarial enforcement proceeding described below. In addition, the Servicer, acting on behalf of the Fund, would also enjoy the additional protections in case of sale of the Vehicle to a third party explained below.

In particular, in case of breach of a Loan Agreement registered with the Register of Instalment Sales of Movable Properties, the Servicer, acting on behalf of the Fund, may initiate the enforcement proceeding against the Vehicle set out in article 16.2 of Retail Instalment Sales Act, and the credit rights derived from the same will correspond in any case to the Fund (except for those amounts that had not been assigned to the Fund in accordance with the provisions of this Prospectus and the Deed of Incorporation). It should be noted that these proceedings can only be used by the creditor to enforce against the assets covered by the reservation of title provision (i.e., the Vehicle) and not against any other assets of the Borrower.

A summary of the proceeding set out in article 16.2 of the Retail Instalment Sales Act is included below:

- A. The Servicer, acting on behalf of the Fund, through a notary public of (x) the place where the Vehicle is located, or (y) the place where payment should be made or (z) the place of the Borrower's address, will claim the relevant payment from the Borrower, indicating the total amount claimed and the cause of early termination the Loan. In addition, the Borrower will be advised that, in case of failure to comply with the relevant obligation, the Servicer, acting on behalf of the Fund, will proceed to enforce against the Vehicle pursuant to the provisions of such article 16.2 of the Retail Instalment Sales Act. Unless otherwise agreed, the amount payable by the Borrower (*cantidad líquida, vencida y exigible*) will be the amount specified in the certificate issued by the Servicer, acting on behalf of the Fund, provided that it has been verified, through a notary public, that it has been calculated by the Servicer in accordance with the relevant Loan Agreement and that such amount reflects the accounting books of the Servicer.
- B. The Borrower, within three (3) Business Days following the date on which he/she received such claim demand shall pay the amount claimed or will deliver the possession of the Vehicle to the Fund or to the person designated by the Servicer, acting on behalf of the Fund, in the claim demand.
- C. If the Borrower fails to pay within the above mentioned three-business-day period, but voluntarily delivers the possession of the Vehicle, such Vehicle will be sold at a public auction with the intervention of a notary public.

The rules set out in article 1872 of the Civil Code, the Notarial Act and any complementary provisions, as well as the standards regulating the professional activity of public notaries will apply to such public auction. Without prejudice to the foregoing, the Servicer, acting on behalf of the Fund, may opt for the award of the assets in lieu of payment without the need to attend the public auction. In this case, the provisions of item E of this section will apply.

- D. Should the Borrower fail to pay the amount claimed and to deliver the possession of the Vehicle, the Servicer, acting on behalf of the Fund, may request from the competent court the protection of the Fund's rights through enforcement action or repossession of the secured assets in accordance with articles 250.1.10 and 250.1.11 of the Civil Procedure Act.
- E. In case of acquisition by the Fund of the Vehicle in lieu of payment, if the value of the Vehicle at the time of their delivery to the Fund, according to the reference tables or indexes of depreciation established in the relevant Loan Agreement, was (x) lower than the claimed amount, the Fund will have a claim against the Borrower for the outstanding amount; (y) higher than the claimed amount, the Borrower will have a claim against the Fund for the excess amount.

In the event that no mechanism for the calculation of such depreciation has been agreed in the Loan Agreement, the relevant parties must justify such depreciation in the relevant declarative court proceeding (*procedimiento declarativo*).

- F. In case of sale of the asset in a public auction, if the value of the Vehicle according to the award price at the auction was (x) lower than the claimed amount, the Fund will have a claim against the Borrower for the outstanding amount; (y) higher than the claimed amount, the Borrower will have a claim against the Fund for the excess amount.

In the event that the Vehicle is in possession of a third party other than the original Borrower (including, for the avoidance of doubt, a good-faith purchaser (*adquirente de buena fe*)), the following will apply:

1. The third party possessor of the Vehicle (including a good-faith purchaser of the Vehicle) will be required through a notary public, to pay the claimed amount or deliver the possession of the Vehicle within three (3) Business Days.
2. If the third party possessor of the secured assets (including a good-faith purchaser of the Vehicle) pays the claimed amount to the creditor, he/she will be subrogated into the contractual position of the Fund against the original Borrower. If the asset is delivered, all enforcement measures, whether processed before a notary public or in court, will be followed and any excess after full satisfaction of the amounts due to the Fund will be handed over to the purchaser (or any other party in possession of the Vehicle). If the party in possession of the Vehicle fails to pay or to deliver such assets, the provisions of items D et seq. above will apply.

- (iii) Reservation of title provision included in a Loan Agreement formalised as a Public Document and not following the official form.

If the loan agreement has been formalised as a Public Document and not following the official form, the Fund will enjoy the preference and priority described in section 2.2.7.6(iii).

If the loan agreement has been documented in a Public Document, it will be considered as an enforceable title (*título ejecutivo*) according to article 517.2 of the Civil Procedure Act

(provided that the requirements set out in the Civil Procedure Act have been complied with).

In such case, the following proceedings would be available to the Servicer, acting on behalf of the Fund:

- (1) The declarative court proceedings described in section (i) above.
 - (2) The enforcement court proceedings. The enforcement court proceedings will commence with the filing with the court of an enforcement claim (*demanda ejecutiva*), to which the Borrower can oppose on the basis of limited grounds, and the subsequent resolution of the court ordering the seizure of the assets of the Borrower (including, without limitation, the Vehicle, in case it is still held by the Borrower).
- (iv) Reservation of title provision included in a Loan Agreement formalised as a Public Document and following the official form.

Benefits and preferences of the Fund as holder of the Receivables under a Loan Agreement formalised as a Public Document will be those described in section 2.2.7.6(iv).

If the loan agreement has been documented in a Public Document, it will be considered as an enforceable title (*título ejecutivo*) according to article 517.2 of the Civil Procedure Act (provided that the requirements set out in the Civil Procedure Act have been complied with). In such case, the proceedings available to the Servicer, acting on behalf of the Fund, would depend on whether or not the Loan Agreement has been registered with the Register of Instalment Sales of Movable Properties:

- (1) If the Loan Agreement has not been registered with the Register of Instalment Sales of Movable Properties, the proceedings available to the Servicer, acting on behalf of the Fund, will be those envisaged in section (iii) above (i.e., the declarative court proceedings and the enforcement court proceedings).
- (2) If the Loan Agreement has been registered with the Register of Instalment Sales of Movable Properties, the Servicer, acting on behalf of the Fund, will be able to initiate, in addition to any of the proceedings envisaged in paragraph (1) above, the notarial enforcement proceeding described in section (ii) above.

3.4.7. The order of priority of payments made by the issuer to the holders of the class of securities in question

3.4.7.1. Source and application of funds on the Disbursement Date and until the First Payment Date, inclusive

The sources of funds available to the Fund on the Disbursement Date, inclusive, and their application until the First Payment Date, exclusive, are the following:

3.4.7.1.1 Sources

The Fund shall receive funds for the following concepts:

- (i) Disbursement of the subscription price of the Notes.
- (ii) Drawdown of the principal of the Start-Up Expenses Loan.

3.4.7.1.2 *Application*

The Management Company shall then apply the proceeds described above to make the following payments:

- (i) Payment of the portion of the Acquisition Amount of the Initial Receivables corresponding to the Receivables Principal.
- (ii) Payment of the Initial Expenses.
- (iii) Funding of the Cash Reserve by crediting the Treasury Account in an amount equal to the Initial Cash Reserve Amount.

Payments of any Initial Expenses will be made as soon as each expense becomes due and payable.

3.4.7.2. Source and application of funds from the First Payment Date, inclusive, until the last Payment Date or the liquidation of the Fund, exclusive

3.4.7.2.1 *Source*

The funds available to comply with Fund's payment obligations (the **Available Funds**) pursuant to the Pre-Enforcement Priority of Payments, and calculated on the Determination Date immediately preceding the relevant Payment Date shall consist of:

- (i) the Interest Components and Principal Components (including any Interest Recoveries) received by the Fund in respect of the Receivables during the Determination Period immediately preceding such Determination Date;
- (ii) any amounts received by the Fund in respect of the payment of the purchase price of the Vehicles under the Global Agreement or the Marketing Action;
- (iii) any Principal Recoveries (including any purchase price received by Fund for the sale of any Defaulted Receivables) received by the Fund in respect of any Defaulted Receivables during the Determination Period immediately preceding such Determination Date;
- (iv) the amounts constituting the Cash Reserve on such Payment Date in accordance with section 3.4.2.2 (iii) of the Additional Information;
- (v) any net amount received from the Swap Counterparty, as the case may be, by virtue of the Interest Rate Swap Transaction (excluding any amounts standing to the credit in the Swap Collateral Account, other than in circumstances where they are to be transferred to the Treasury Account and applied as Available Funds in accordance with section 3.4.5.1.4 of the Additional Information);
- (vi) on the Regulatory Call Early Redemption Date only, the Seller Loan Advance Amount, which will be applied in accordance with the Pre-Enforcement Priority of Payments (as amended by the Pre-Enforcement Regulatory Call Priority of Payments or the Seller Loan Priority of Payments, as applicable) or the Post-Enforcement Priority of Payments (as amended by the Post-Enforcement Regulatory Call Priority of Payments), as applicable;
- (vii) any amounts held in the Principal Account;
- (viii) any remaining amount from the Start-Up Expenses Loan after payment of the Initial Expenses in full; and

- (ix) if applicable, any interest accrued on the amounts deposited in the Fund Accounts (other than the Swap Collateral Account).

For these purposes:

Interest Components means the amounts collected for any concept other than principal received by the Fund during the Determination Period, after the Receivables Accrued Interest has been deducted.

Interest Recoveries means any recoveries received in respect of Defaulted Receivables in excess of the Principal Recoveries.

Principal Components means the amounts collected by the Fund during a Determination Period representing the principal received by the Fund.

Principal Recoveries means any recoveries received in respect of Defaulted Receivable up to an amount equal to the notional Outstanding Balance of such Defaulted Receivable.

3.4.7.2.2 *Application*

The Available Funds shall be applied on each Payment Date to meet the following payment obligations of the Fund (the **Pre-Enforcement Priority of Payments**):

- (1) Payment of any applicable taxes, Ordinary Expenses and Extraordinary Expenses of the Fund, whether or not paid by the Management Company and duly justified, including the administration fee in favour of the Management Company, and the rest of expenses and service fees, including the Servicer's Fee, provided that PSA Financial Services is not the Servicer. According to this ranking, PSA Financial Services will only be paid in connection with the servicing of the Receivables, those expenses that it has paid in advance on behalf of the Fund and any amounts that must be returned to the Borrowers, all of them duly justified;
- (2) In or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, towards payment of the amount determined pursuant to Section 6(e) of the Interest Rate Swap Agreement in case of early termination of the Interest Rate Swap Transaction, provided that (i) it is payable by the Issuer to the Swap Counterparty, and (ii) such termination has not been caused by a Swap Counterparty Default or a Swap Counterparty Termination Event.
- (3) Payment of interest accrued on Class A Notes.
- (4) Payment of interest accrued on Class B Notes.
- (5) Payment of interest accrued on Class C Notes.
- (6) Payment of interest accrued on Class D Notes.
- (7) If:
 - a. No Class E and Class F Notes Interest Deferral Trigger has occurred: payment of interest accrued on Class E Notes.
 - b. A Class E and Class F Notes Interest Deferral Trigger has occurred: inapplicable, payment of interest accrued on Class F Notes will be deferred to the 11th place.

- (8) Replenishment of the Cash Reserve up to the Required Level of the Cash Reserve.
- (9) If:
- a. No Class E and Class F Notes Interest Deferral Trigger has occurred: payment of interest accrued on Class F Notes.
 - b. A Class E and Class F Notes Interest Deferral Trigger has occurred: inapplicable, payment of interest accrued on Class F Notes will be deferred to the 12th place.

- (10) During the Revolving Period: Principal Target Redemption Amount to be applied:
- a. *first*, to pay the portion of the Acquisition Amount related to the Receivables Principal of the Additional Receivables, provided that the Seller has offered enough Additional Receivables (complying with Eligibility Criteria) to be assigned to the Fund;
 - b. *second*, to fund the Principal Account up to a maximum amount equal to 5% of the Principal Amount Outstanding of the Rated Notes on the immediately preceding Determination Date; and
 - c. *third*, to redeem on a pro-rata basis the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

After the Revolving Period: Pro-Rata Target Redemption Amount to be applied towards redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, provided that no Subordination Event has occurred.

Upon the occurrence of a Subordination Event: Principal Target Redemption Amount will be applied:

- a. *first*, to redeem in full the Class A Notes,
 - b. *second*, to redeem in full the Class B Notes,
 - c. *third*, to redeem in full the Class C Notes,
 - d. *fourth*, to redeem in full the Class D Notes, and
 - e. *fifth*, to redeem in full the Class E Notes.
- (11) If:
- a. A Class E and Class F Notes Interest Deferral Trigger has occurred: payment of interest accrued on Class E Notes.
 - b. No Class E and Class F Notes Interest Deferral Trigger has occurred: inapplicable.
- (12) If:
- a. A Class E and Class F Notes Interest Deferral Trigger has occurred: payment of interest accrued on Class F Notes.
 - b. No Class E and Class F Notes Interest Deferral Trigger has occurred: inapplicable.

- (13) Redemption of the Class F Notes for an amount equal to the Class F Notes Target Amortisation Amount, until Class F Notes are redeemed in full.
- (14) Payment of interest accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
- (15) Payment of principal accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
- (16) In or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, towards payment of the amount determined pursuant to Section 6(e) of the Interest Rate Swap Agreement in case of early termination of the Interest Rate Swap Transaction provided that (i) it is payable by the Issuer to the Swap Counterparty, and (ii) such termination has been caused by a Swap Counterparty Default or a Swap Counterparty Termination Event.
- (17) Any Financial Intermediation Margin to the Seller.

For these purposes, **Financial Intermediation Margin** means any variable and subordinated remuneration to which the Seller is entitled once payment of the other items under the relevant Priority of Payments have been made.

For the avoidance of doubt, in accordance with section 3.4.5.1.3 of the Additional Information, during the Revolving Period only, all payments to be made under item (10) above shall be made from the Principal Account.

For the purposes of this Prospectus the following definitions apply:

Swap Counterparty Default means the occurrence of an "Event of Default" (as defined in the Interest Rate Swap Agreement) in respect of which the Swap Counterparty is the "Defaulting Party" (as defined in the Interest Rate Swap Agreement).

Swap Counterparty Termination Event means the occurrence of a "Termination Event" (as defined in the Interest Rate Swap Agreement) in respect of which the Swap Counterparty is the sole "Affected Party" (as defined in the Interest Rate Swap Agreement).

3.4.7.2.3 *Other rules*

(i) Replacement of Servicer

If PSA Financial Services is replaced as the Servicer of the Loans by another entity not forming part of the Seller's consolidated group, the Servicer's Fee will be accrued in favour of the new entity acting as Servicer, and shall be paid in the 1st place of the Pre-Enforcement Priority of Payments established above.

(ii) Pre-Enforcement Regulatory Call Priority of Payments

Upon a Regulatory Redemption Notice, the Pre-Enforcement Priority of Payments shall be superseded from item (10) (included) onwards, in the following order of priority but, in each case, only if and to the extent that payments of a higher priority have been made in full (the **Pre-Enforcement Regulatory Call Priority of Payments**):

(Prior items of the Pre-Enforcement Priority of Payments shall remain the same).

- (10) The Regulatory Call Allocated Amount will be applied in the first place to amortise the Class B Notes until their full redemption, in the second place to amortise the Class C Notes until their full redemption, in the third place to amortise the Class D Notes until their full redemption, in the fourth place to amortise the Class E Notes until their full redemption, and in the fifth place to amortise the Class F Notes until their full redemption.
- (11) Payment of interest accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
- (12) Payment of principal accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
- (13) In or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, towards payment of the amount determined pursuant to Section 6(e) of the Interest Rate Swap Agreement in case of early termination of the Interest Rate Swap Transaction provided that (i) it is payable by the Issuer to the Swap Counterparty, and (ii) such termination has been caused by a Swap Counterparty Default or a Swap Counterparty Termination Event.
- (14) Any Financial Intermediation Margin to the Seller.

For these purposes, **Regulatory Call Allocated Amount** means, with respect to any Regulatory Call Early Redemption Date:

- Available Funds (including, for the avoidance of doubt, the amounts set out in item (i) of such definition) available to be applied in accordance with the Pre-Enforcement Priority of Payments on such date; minus
- amounts of Available Funds to be applied pursuant to items (4) to (9) (inclusive) of the Pre-Enforcement Principal Priority of Payments on the Regulatory Call Early Redemption Date.

(iii) Seller Loan

From the immediately following Payment Date after the application of the Pre-Enforcement Regulatory Call Priority of Payments set out in section 3.4.7.2.3(ii) above, the Pre-Enforcement Priority of Payments shall be superseded from item (4) (included) onwards, in the following order of priority but, in each case, only if and to the extent that payments or provisions of a higher priority have been made in full (the **Seller Loan Priority of Payments**):

(Prior items of the Pre-Enforcement Priority of Payments remain the same).

- (4) Replenishment of the Cash Reserve up to the Required Level of the Cash Reserve.
- (5) Payment of interest accrued on the Seller Loan.
- (6) During the Revolving Period: Principal Target Redemption Amount to be applied:
- a. *first*, to pay the Acquisition Amount of the Additional Receivables, provided that the Seller has offered enough Additional Receivables

(complying with Eligibility Criteria as provided in section 2.2.2.5 to be assigned to the Fund);

- b. *second*, to fund the Principal Account up to a maximum amount equal to 5% of the sum of (a) the Principal Amount Outstanding of Class A Notes, and (b) the outstanding balance of the Seller Loan on the immediately preceding Determination Date; and,
- c. *third*, to redeem the Class A Notes.

After the Revolving Period: Pro-Rata Target Redemption Amount to be applied *pro-rata* to the amortisation of the Class A Notes and the Seller Loan, unless a Subordination Event has occurred.

Upon the occurrence of a Subordination Event: The Principal Target Redemption Amount will be applied:

- a. first, to redeem in full the Class A Notes; and
 - b. second, to repay in full the Seller Loan.
- (7) Payment of interest accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
 - (8) Payment of principal accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
 - (9) In or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, towards payment of the amount determined pursuant to Section 6(e) of the Interest Rate Swap Agreement in case of early termination of the Interest Rate Swap Transaction provided that (i) it is payable by the Issuer to the Swap Counterparty, and (ii) such termination has been caused by a Swap Counterparty Default or a Swap Counterparty Termination Event.
 - (10) Any Financial Intermediation Margin to the Seller.

For the avoidance of doubt, in accordance with section 3.4.5.1.3 of the Additional Information, during the Revolving Period only, all payments to be made under item (6) above shall be made from the Principal Account.

3.4.7.2.4 *Failure to comply with the obligation to pay interest*

In the event that, on a Payment Date, the Available Funds are not sufficient to pay the interests accrued on any Class of Notes, according to the Pre-Enforcement Priority of Payments established above, the amounts that the Noteholders have not received will be added on the following Payment Date to the interest accrued on the Notes that, if applicable, must be paid on that Payment Date, and will be paid on the following Payment Date on which the Fund has sufficient Available Funds to make such payment, and by order of maturity if it is not possible to pay them in full due to a lack of Available Funds, in accordance with the Pre-Enforcement Priority of Payments.

3.4.7.3. Post-Enforcement Priority of Payments

3.4.7.3.1 *Source*

The **Post-Enforcement Available Funds** are the sum of:

- (i) Available Funds; and
- (ii) any amounts obtained from the liquidation of the remaining Receivables or any other asset belonging to the Fund, as provided in section 4.4.3 of the Registration Document.

3.4.7.3.2 *Application*

The Management Company shall liquidate the Fund on the Legal Maturity Date or upon the Early Liquidation of the Fund in accordance with section 4.4.3 of the Registration Document, by applying the Post-Enforcement Available Funds as follows (**Post-Enforcement Priority of Payments**, which term shall include, for the avoidance of doubt, such priority of payments as amended by the Post-Enforcement Regulatory Call Priority of Payments, as applicable):

- (1) Payment of the duly justified taxes.
- (2) Payment of the Ordinary Expenses and Extraordinary Expenses of the Fund, whether or not paid by the Management Company and duly justified, including the administration fee in favour of the Management Company, and the rest of expenses and service fees, including the Servicer's Fee, provided that PSA Financial Services is not the Servicer. According to this ranking, PSA Financial Services will only be paid, in connection with the servicing of the Receivables, those expenses that it has paid in advance on behalf of the Fund and any amounts that must be returned to the Borrowers; all of them duly justified. For the avoidance of doubt, the Servicer's Fee will only be part of this item if PSA Financial Services is replaced as the Servicer of the Loans by another entity not forming part of the Seller's consolidated group.
- (3) In or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, towards payment of the amount determined pursuant to Section 6(e) of the Interest Rate Swap Agreement in case of early termination of the Interest Rate Swap Transaction provided that (i) it is payable by the Issuer to the Swap Counterparty, and (ii) such termination has not been caused by a Swap Counterparty Default or a Swap Counterparty Termination Event.
- (4) Payments of interest accrued on Class A Notes.
- (5) Redemption of principal of the Class A Notes.
- (6) Payments of interest accrued on Class B Notes.
- (7) Redemption of principal of the Class B Notes.
- (8) Payments of interest accrued on Class C Notes.
- (9) Redemption of principal of the Class C Notes.
- (10) Payments of interest accrued on Class D Notes.
- (11) Redemption of principal of the Class D Notes.

- (12) Payments of interest accrued on Class E Notes.
- (13) Redemption of principal of the Class E Notes.
- (14) Payments of interest accrued on Class F Notes.
- (15) Redemption of principal of the Class F Notes.
- (16) Payment of interest accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
- (17) Payment of principal accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
- (18) In or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, towards payment of the amount determined pursuant to Section 6(e) of the Interest Rate Swap Agreement in case of early termination of the Interest Rate Swap Transaction provided that (i) it is payable by the Issuer to the Swap Counterparty, and (ii) such termination has been caused by a Swap Counterparty Default or a Swap Counterparty Termination Event.
- (19) Any Financial Intermediation Margin to the Seller.

3.4.7.3.3 *Other rules*

In case of a Regulatory Redemption Notice, the Post-Enforcement Priority of Payments will be the following (the **Post-Enforcement Regulatory Call Priority of Payments**):

(Prior items of the Post-Enforcement Priority of Payments remain the same)

- (8) Payments of interest accrued on the Seller Loan.
- (9) Redemption of principal of the Seller Loan.
- (10) Payment of interest accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
- (11) Payment of principal accrued and payable by virtue of the Start-Up Expenses Loan Agreement.
- (12) In or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, towards payment of the amount determined pursuant to Section 6(e) of the Interest Rate Swap Agreement in case of early termination of the Interest Rate Swap Transaction provided that (i) it is payable by the Issuer to the Swap Counterparty, and (ii) such termination has been caused by a Swap Counterparty Default or a Swap Counterparty Termination Event.
- (13) Any Financial Intermediation Margin to the Seller.

3.4.7.3.4 *Order*

In the event that, on a Payment Date prior to the current Payment Date, any item had not been paid, the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, established in this section will be strictly followed, starting from the oldest item.

3.4.7.4. Expenses of the Fund

3.4.7.4.1 *Ordinary Expenses*

The following is not an exhaustive list, and shall be considered ordinary expenses of the Fund (the **Ordinary Expenses**):

- (i) Expenses arising from compulsory administrative verifications, registrations and authorisations (other than payment of the Initial Expenses), and admission expenses and the ongoing fee payable to EDW, INTEX and Bloomberg.
- (ii) Expenses relating to the keeping of the accounting records of the Notes, for their admission to trading on any organised secondary market, and for the maintenance thereof.
- (iii) Expenses arising from the annual audits of the Fund's financial statements.
- (iv) Rating Agencies fees for the monitoring and maintenance of the ratings for the Notes.
- (v) Expenses derived from the redemption of the Notes.
- (vi) Expenses related to any notices and announcements that, in accordance with the provisions of this Prospectus, must be given to the holders of outstanding Notes.
- (vii) Paying Agent's fees and Management Company's fees.
- (viii) Third-Party Verification Agent's fees that are not part of the Initial Expenses.
- (ix) If any, any negative interest rates or any other negative remuneration applicable to the Fund Accounts (other than the Swap Collateral Account).
- (x) In general, any other expenses borne by the Management Company and derived from its duties relating to the representation and management of the Fund.

3.4.7.4.2 *Extraordinary expenses*

The following items are considered as extraordinary expenses (the **Extraordinary Expenses**):

- (i) Expenses, if any, derived from the preparation, notarisation and execution of the amendments to the Deed of Incorporation and the Transaction Documents, and the preparation, execution and notarisation of any additional agreements (as well as possible amendments thereto), provided that they are not part of the Initial Expenses.
- (ii) Expenses necessary to enforce the Loans, the Receivables and/or the guarantees or security thereunder and expenses arising from any recovery actions.
- (iii) Potential expenses for the notarisation of the Loan Agreements and/or registering the reservation of title provisions of the Loans in the Register of Instalment Sales of Moveable Properties in the event of replacement of the Servicer.
- (iv) Notification to Borrowers and, when applicable, the guarantors, insurance companies, PSAG and the Adhered Concessionaires regulated under section 3.7.1.12 of the Securities Note.
- (v) Any expenses arising from the liquidation of the Fund (the **Liquidation Expenses**).

- (vi) In general, any other extraordinary expenses borne by the Fund or by the Management Company for and on behalf of the Fund.

3.4.8. Details of any other agreements affecting the payments of interest and principal made to the Noteholders

3.4.8.1. Interest Rate Swap Agreement

3.4.8.1.1 *General*

On the Date of Incorporation, the Management Company, on behalf of the Fund, shall enter into an International Swaps and Derivatives Association 1992 Master Agreement (Multicurrency – Cross Border), together with the relevant Schedule, the credit support annex and the confirmation evidencing the Interest Rate Swap Transaction thereunder with the Swap Counterparty (the **Interest Rate Swap Agreement**), in order to hedge the potential interest rate exposure of the Fund in relation to its floating rate interest obligations under the Floating Rate Notes and the fixed nature of the interest rate payable under the Non-Defaulted Receivables. The Interest Rate Swap Agreement incorporates the 2006 ISDA Definitions, including Supplement no. 70 thereto, which provides for the application of certain fallback rates to the Interest Rate Swap Transaction instead of EURIBOR in certain circumstances.

The Interest Rate Swap Transaction will remain in full force and effect until the earlier of (i) the Legal Maturity Date; and (ii) the date on which the Notional Amount is reduced to zero, unless it is terminated early by one of the parties thereto in accordance with the terms of the Interest Rate Swap Agreement.

The Interest Rate Swap Transaction shall be fully terminated if the Management and Subscription Agreement is fully terminated in accordance with the provisions of section 4.2.3 of the Securities Note or if the provisional credit ratings of the Rated Notes are not confirmed as final (unless such provisional ratings are upgraded) by the Rating Agencies on or prior to the Disbursement Date.

In the event that the Interest Rate Swap Transaction is terminated by either party, the amount determined pursuant to Section 6(e) of the Interest Rate Swap Agreement in Euro may be due to the Fund or to the Swap Counterparty in accordance with the provisions thereof.

3.4.8.1.2 *Notional amount*

The notional amount of the Interest Rate Swap Transaction (the **Notional Amount**) will be calculated by reference to the Outstanding Balance of the Non-Defaulted Receivables (therefore excluding the Outstanding Balance of the Defaulted Receivables).

3.4.8.1.3 *Pre-hedge*

On 22 April 2022 (the **Pre-Hedge Transaction Date**), the Seller and the Swap Counterparty entered into a confirmation evidencing an interest rate swap transaction in order to fix the maximum interest rate that the Fund will be obliged to pay under the Interest Rate Swap Transaction (the **Pre-Hedge Transaction**) at a rate equal to 1.07% (the **Pre-Hedge Rate**).

On the Date of Incorporation, the Pre-Hedge Transaction will be transferred by the Seller in favour of the Fund by means of the granting of a novation agreement in respect of such Pre-Hedge Transaction, and such Pre-Hedge Transaction as novated will be part of the Interest Rate Swap Agreement. If, on the Date of Incorporation, the mark-to-market value of the Pre-Hedge Transaction is positive for the Seller (i.e., if the floating part of the swap payable by the Swap Counterparty is higher than the fixed part of the swap payable by the Seller), the Fund will pay in favour of the Seller

an amount equal to the mark-to-market value of the Pre-Hedge Transaction as of the Date of Incorporation (the **Pre-Hedge Novation Amount**) as a compensation for the novation of the Pre-Hedge Transaction carried out by the Seller in favour of the Fund. The Pre-Hedge Novation Amount (if any) will be considered an Initial Expense and will be paid out of the proceeds of the Start-Up Expenses Loan Agreement, in accordance with section 3.4.4.1 of the Additional Information.

Additionally, under the Pre-Hedge Transaction, the Seller had the option to reduce the fixed interest rate payable by it to a rate lower than the Pre-Hedge Rate in case that, on the date falling three Business Days before the Date of Incorporation (the **Exercise Date**), the market conditions applicable to the Pre-Hedge Transaction were more favourable than those applicable on the Pre-Hedge Transaction Date. The Seller exercised such option on the Exercise Date and therefore the final fixed interest rate payable by the Fund to the Swap Counterparty is 1.044%. Consequently, an amended confirmation in connection with the Pre-Hedge Transaction will be entered into between the Seller and the Swap Counterparty and subsequently novated by the Seller in favour of the Fund. As the mark-to-market of the Pre-Hedge Transaction (as amended in accordance with this paragraph) will be zero on the Date of Incorporation, no Pre-Hedge Novation Amount will be payable by the Fund in favour of the Seller.

3.4.8.1.4 *Payments under the Interest Rate Swap Transaction*

For each Swap Calculation Period falling prior to the termination date of the Interest Rate Swap Transaction, the following amounts will be calculated by the Swap Calculation Agent by virtue of the Interest Rate Swap Transaction:

- (i) an amount equal to a fixed interest rate which will be equal to 1.044%:
 - (1) multiplied by the Notional Amount,
 - (2) divided by a count fraction of 360, and
 - (3) multiplied by the number of days of the relevant Swap Calculation Period,
 (the **Fund Swap Amount**); and
- (ii) an amount equal to a floating rate of 1-Month EURIBOR:
 - (1) multiplied by the Notional Amount,
 - (2) divided by a count fraction of 360, and
 - (3) multiplied by the number of days of the relevant Swap Calculation Period,
 (the **Swap Counterparty Amount**).

If 1-Month EURIBOR is below zero (0), no floor will be applied and the absolute value of the relevant negative amount will form part of the Fund Swap Amount.

After these two amounts are calculated in relation to a Swap Payment Date, the following payments will be made on that Swap Payment Date:

- (i) if the Swap Counterparty Amount for that Swap Payment Date is greater than the Fund Swap Amount for that Swap Payment Date, then the Swap Counterparty will pay an amount equal to the excess to the Fund;

- (ii) if the Fund Swap Amount for that Swap Payment Date is greater than the Swap Counterparty Amount for that Swap Payment Date, then the Fund will pay an amount equal to the excess to the Swap Counterparty; and
- (iii) if the two amounts are equal, neither party will make a payment to the other.

If, in accordance with the Interest Rate Swap Transaction:

- (i) the Swap Counterparty is obliged to make any payments in favour of the Fund, such payments will be made into the Treasury Account; and
- (ii) the Fund is obliged to make any payments in favour of the Swap Counterparty, the Management Company, on behalf of the Fund, will apply the Available Funds towards payment of such amounts in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

Payments under the Interest Rate Swap Agreement will be made by either the Fund or the Swap Counterparty without any withholding or deduction of taxes unless required by law. To the extent any party to the Interest Rate Swap Transaction is required to deduct or withhold any amounts, the relevant party will, among others things and subject to certain conditions set out in the Interest Rate Swap Agreement, gross up such amounts so that the other party receives such additional amount as may be necessary to ensure that the net amount actually received by the relevant party equals the full amount it would have received had no such deduction or withholding been required.

For the purposes of this Prospectus:

Swap Payment Date means the twenty-eighth day of each month in each year commencing on the First Payment Date (which, for the avoidance of doubt, will be the first Swap Payment Date) and ending on the termination date of the Interest Rate Swap Transaction, in each case subject to adjustment in accordance with the Modified Following Business Day Convention as set out in the Interest Rate Swap Agreement.

Swap Calculation Period means (other than the first Swap Calculation Period), each period that commences on (and includes) a Swap Payment Date and ends on (but excludes) the immediately following Swap Payment Date and in respect of the first Swap Calculation Period, means the period commencing on (and including) the Disbursement Date and ending on (but excluding) the first Swap Payment Date.

3.4.8.1.5 *Swap Calculation Agent*

Banco Santander will act as Swap Calculation Agent of the Interest Rate Swap Agreement, subject to the terms of the Interest Rate Swap Agreement.

3.4.8.1.6 *Collateral*

The Interest Rate Swap Agreement will contain provisions requiring certain remedial actions to be taken if a Swap Counterparty Downgrade Event occurs in respect of the Swap Counterparty (or, as relevant, its guarantor). Such provisions may include a requirement that the Swap Counterparty must (i) post collateral; (ii) transfer the Interest Rate Swap Transaction to another entity (or, as relevant its guarantor); (iii) procure that a guarantor meeting the applicable credit rating guarantees its obligations under the Interest Rate Swap Agreement; and/or (iv) take other actions in accordance with the Interest Rate Swap Agreement.

Where the Swap Counterparty provides collateral in accordance with the provisions of the Interest Rate Swap Agreement (including the credit support annex thereto), such collateral will not form part of the Available Funds, save as expressly permitted in the section 3.4.7.2.1 above.

The Swap Counterparty may only post collateral in the form of cash under the credit support annex to the Interest Rate Swap Agreement and any such cash collateral amounts will be credited to the Swap Collateral Account. If the Swap Counterparty does not fulfil its payment obligations under the Interest Rate Swap Transaction, which gives rise to a Swap Counterparty Default, upon the termination and close-out of the Interest Rate Swap Agreement, any collateral amounts will be used in accordance with section 3.4.5.1.4 of the Additional Information.

3.4.8.1.7 *Early Termination*

The Interest Rate Swap Transaction may be terminated in accordance with its terms, irrespective of whether or not the Floating Rate Notes have been paid in full prior to such termination, upon the occurrence of certain events envisaged therein (which may include, without limitation):

- (i) certain events of bankruptcy, insolvency, receivership or reorganisation of the Swap Counterparty or the Early Liquidation of the Fund;
- (ii) failure on the part of the Fund or the Swap Counterparty to make any payment when due under the Interest Rate Swap Agreement;
- (iii) changes in law resulting in illegality;
- (iv) amendment of any material terms of the Deed of Incorporation without the prior written approval of the Swap Counterparty if such amendments affect the amount, timing and priority of any payments due from the Swap Counterparty to the Fund;
- (v) occurrence of a Swap Counterparty Downgrade Event that is not remedied within the required timeframe pursuant to the Interest Rate Swap Agreement;
- (vi) if at any time the reference rate in respect of the Floating Rate Notes is changed (including where it is fixed in the scenario contemplated by paragraph (viii) of section 4.8.4 of the Securities Note) and, as a result, it is different to the relevant reference rate applicable to the Interest Rate Swap Transaction; and
- (vii) any other event as specified in the Interest Rate Swap Agreement.

A Subordination Event shall be deemed to take place in accordance with section 4.9.2.1 of Securities Note if a Swap Counterparty Downgrade Event occurs in respect of the Swap Counterparty (or its guarantor, as applicable) and none of the remedies provided for in the Interest Rate Swap Agreement are put in place within the timeframe required thereunder.

If the Interest Rate Swap Transaction is terminated because of an event of default or a termination event specified therein, the amount determined pursuant to Section 6(e) of the Interest Rate Swap Agreement may be due to the Fund depending on market conditions at the time of termination. This amount (the **Swap Termination Amount**) will be determined by the method described in the Interest Rate Swap Agreement and could be substantial if market rates or other conditions have changed materially. The Swap Termination Amount may be based on the actual cost or market quotations provided by third parties in the market of the cost of entering into an interest rate swap transaction similar to the Interest Rate Swap Transaction and any unpaid amounts on or prior to the early termination date.

If the Interest Rate Swap Transaction is terminated prior to redemption in full of the Floating Rate Notes, the Fund will be required to enter into a transaction on similar terms with a new Swap Counterparty. Any upfront payment to any replacement Swap Counterparty under the Interest Rate Swap Agreement payable by the Fund (if any) will be paid directly to the replacement Swap Counterparty and not in accordance with the Priority of Payments.

Any costs, expenses, fees and taxes (including stamp taxes) arising in respect of any such transfer to be made by the replacement Swap Counterparty will be borne by the Swap Counterparty when such transfer is decided by the Swap Counterparty pursuant to paragraph 11(h)(ii) of the CSA.

The Management Company, in the name and on behalf of the Fund, shall use its best efforts to find a replacement Swap Counterparty upon early termination of the Interest Rate Swap Transaction, but none of the Management Company or any other party to the Transaction Documents will assume any liability for not finding such a replacement Swap Counterparty in accordance with the terms of the Transaction Documents.

3.4.8.1.8 Rating Downgrade Provision for the Swap Counterparty

In the understanding that the Notes actually obtain the provisional ratings allocated by the Rating Agencies as described in section 7.3 of the Securities Note, the Swap Counterparty shall be obliged to comply with the interest rate swap required ratings envisaged in the table below (the **Interest Rate Swap Required Ratings**) (i.e. the **First Swap Required Ratings** and the **Second Swap Required Ratings**, as applicable in accordance with the table below), which at the date of registration of this Prospectus and according with the provisional ratings allocated by the Rating Agencies to the Rated Notes would be, in particular:

Interest Rate Swap Required Ratings	DBRS	Moody's
First Swap Required Ratings	A (or above)	A3 (or above)
Second Swap Required Ratings	BBB (or above)	Baa3 (or above)

Failure by the Swap Counterparty to maintain the Interest Rate Swap Required Ratings would constitute a **Swap Counterparty Downgrade Event** which, if not remedied, would constitute an "Additional Termination Event" under the Interest Rate Swap Agreement with the Swap Counterparty being the sole "Affected Party".

Upon the occurrence of a Swap Counterparty Downgrade Event in relation to any Rating Agency, the Swap Counterparty must:

- (i) in case of a downgrade below the First Swap Required Ratings applicable in respect of a Rating Agency, post an amount of collateral as calculated by such Rating Agency in accordance with the provisions of the CSA;
- (ii) in case of a downgrade below the Second Swap Required Ratings applicable in respect of a Rating Agency; either:
 - (a) obtain a guarantee from an institution with a credit rating that is acceptable for such Rating Agency; or

- (b) assign its rights and obligations under the Interest Rate Swap Agreement to an assignee Swap Counterparty that will have to comply with the requirements as stated in the Interest Rate Swap Agreement; or
- (iii) take such other action in order to maintain the rating of the Rated Notes, or to restore the rating of the Rated Notes to the level it would have been at immediately prior to the occurrence of such Swap Counterparty Downgrade Event.

The occurrence of a Swap Counterparty Downgrade Event which is continuing after the relevant cure period has elapsed will be considered a Revolving Period Early Termination Event and a Subordination Event under this Prospectus.

3.4.8.1.9 *Governing Law*

The Interest Rate Swap Agreement, including any non-contractual obligations arising out of or in relation thereto, are governed by, and will be construed in accordance, with English law.

3.4.8.2. Paying Agency Agreement

3.4.8.2.1 *Appointment*

The Management Company, for and on behalf of the Fund, appoints BNPP, which undertakes to be the Paying Agent in order to carry out the issue of the Notes.

3.4.8.2.2 *Obligations*

The obligations assumed by BNPP in its condition as Paying Agent include the following:

(i) Delivery of the Notes

Before 12.30 CET on the Disbursement Date, the Paying Agent will book the Notes to the account or accounts in Iberclear designated by the Billing and Delivery Agent on a free of payment basis in accordance with the provisions of the Paying Agency Agreement.

(ii) Payments made against the Fund

On each Payment Date, the Paying Agent will make the payment of any interests and/or repayment of the principal of the Notes in accordance with the appropriate instructions received from the Management Company and following the Pre-Enforcement Priority of Payments or, where applicable, Post-Enforcement Priority of Payments described in sections 3.4.7.2 and 3.4.7.3 of this Additional Information.

The instructions from the Management Company to the Paying Agent must be received by the Paying Agent three (3) Business Days in advance to the date on which the Paying Agent shall effect the corresponding payment.

Payments to be made by the Paying Agent on each Payment Date will be made through the corresponding entities participating in IBERCLEAR, in whose registers the Notes are recorded, in accordance with IBERCLEAR's procedures in force regarding this service and following the instructions provided by the Management Company.

If there are no Available Funds in the Treasury Account on a Payment Date, the Paying Agent shall immediately notify this circumstance to the Management Company in order for the Management Company to adopt the appropriate measures. In such case, the Paying

Agent will not make any payments until the relevant funds are received in the Treasury Account and it receives new instructions from the Management Company.

3.4.8.2.3 *Voluntary termination by the Paying Agent*

The Paying Agent may, at any time, terminate the Paying Agency Agreement by giving at least two (2) months' prior written notice to the Management Company, provided that:

- (i) another institution with similar financial characteristics selected by the Management Company replaces the Paying Agent;
- (ii) notice is given to CNMV and the Rating Agencies;
- (iii) the Rating Agencies confirm that the ratings assigned to the Rated Notes are not negatively affected.

3.4.8.2.4 *Voluntary termination by the Management Company*

The Management Company may, at any time, substitute at its sole discretion the Paying Agent by giving at least two (2) months' prior written notice to the Paying Agent, provided that:

- (i) another institution with similar financial characteristics selected by the Management Company replaces the Paying Agent;
- (ii) notice is given to CNMV and the Rating Agencies; and
- (iii) the Rating Agencies confirm that the ratings assigned to the Rated Notes are not negatively affected.

3.4.8.2.5 *Survival*

Neither the voluntary termination of the Paying Agency Agreement by the Paying Agent nor by the Management Company will be effective until the new institution assuming the position of Paying Agent has effectively assumed its functions.

3.4.8.2.6 *Costs derived from the replacement of the Paying Agent*

Any costs resulting from the voluntary termination of the Paying Agency Agreement by the Paying Agent or by the Management Company or from the actions referred to in section 3.4.8.2.5 above as well as any onboarding fees payable to the substitute Paying Agent will be considered Extraordinary Expenses of the Fund. For the avoidance of doubt, any fees payable to the substitute Paying Agent other than the onboarding fees will be Ordinary Expenses of the Fund.

3.4.8.2.7 *Paying Agent's fees*

As consideration for the services to be provided by the Paying Agent, the Management Company, for and on behalf of the Fund, shall pay on each Payment Date a fee agreed under the Paying Agency Agreement following the Pre-Enforcement Priority of Payments or, where applicable, the Post-Enforcement Priority of Payments described in sections 3.4.7.2 and 3.4.7.3 of the Additional Information.

The Paying Agent will be reimbursed for all reasonable out-of-pocket expenses incurred on behalf of the Fund (including legal publications, telex, mail expenses and any other similar duties, stamps

or taxes including VAT, if any) arising from the execution, performance and enforcement of the Paying Agency Agreement and its obligations thereunder.

3.5. **Name, address and significant business activities of the Seller**

The Seller of the Receivables is PSA Financial Services.

- (i) **Business address:** Calle de Eduardo Barreiros 110, 28041 Madrid (Spain).
- (ii) **Tax code (NIF):** A-87323705.
- (iii) **LEI Code:** 959800VLM2K3JG5BT155.

PSA Financial Services is a credit financial institution (*establecimiento financiero de crédito*) duly incorporated under the Spanish law, which was incorporated by virtue of a public deed (*escritura*) granted on 30 June 2015, before the notary public of Madrid, Mr. Pedro de la Herrán Matorras, under the number 1,706 of his official records.

The main activities of PSA Financial are related to the offer of financial products to the customers of Peugeot and Citroën, as well as the financing for spare parts from such manufacturers.

PSA Financial Services, as Originator and Servicer, has the relevant expertise in the origination and servicing of auto-loans as an entity being active in the auto loan market for over 59 years and as servicer of consumer receivables securitisation for over 15 years. PSA Financial Services has its origin back in 1963 with the incorporation of the company Efisa Entidad de Financiación, S.A. and other companies have followed since then: Cofic, Compañía de Financiación, S.A., SefiCitroën Financiaciones, PSA Leasing España, S.A., PSA Credit España S.A. and Banque PSA Finance Holding, Sucursal en España, among others.

The table below shows individual financial information on PSA Financial Services referred to the year ended at 31 December 2020 (audited) and 31 December 2021 (audited).

The information has been prepared in accordance with the International Financial Reporting Standards applicable to it under Regulation (EC) 1606/2002 and Bank of Spain Circular 4/2017, as currently worded.

3.5.1. Financial Information of the Seller

3.5.1.1. PSA Financial Services Spain, E.F.C., S.A. – Audited balance sheet (in EUR)

ASSET	dic-21	dic-20
Cash and deposits in central banks / Caja y depósitos en bancos centrales	-	-
Portfolio under negotiation / Cartera de negociación	1,392	2,169
Credit investments / Inversiones crediticias	3,126,171	3,599,021
Adjustments to financial assets for macro-hedges / Ajustes a activos financieros por macro-coberturas	-4,023	3,405
Derivatives from hedging / Derivados de cobertura	3,565	-0
Non-current assets / Activos no corrientes en venta	-	853
Shareholdings / Participaciones	529,433	-
Material assets / Activo material	1,923	1,614
Tax assets / Activos fiscales	39,107	40,292
Remaining assets / Resto de activos	10,138	17,281
TOTAL ASSETS	3,707,706	3,664,635
LIABILITIES		
Portfolio under negotiation / Cartera de negociación	1,420	2,257
Financial assets at amortized cost / Pasivos financieros a coste amortizado	2,878,746	3,227,218
Derivatives from hedging / Derivados de cobertura	1,168	5,708
Provisions / Provisiones	8,277	6,268
Tax liabilities / Pasivos fiscales	4,081	3,516
Remaining liabilities / Resto de pasivos	21,435	20,225
TOTAL LIABILITIES	2,915,127	3,265,192
EQUITY		
Paid-in capital / Fondos propios	739,273	288,942
Income from the year / Resultado del periodo	53,306	110,500
TOTAL EQUITY	792,579	399,442
TOTAL LIABILITIES AND EQUITY	3,707,706	3,664,634

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3.5.1.2. PSA Financial Services Spain, E.F.C., S.A. – Audited income statement (in EUR)

	dic-21	dic-20
Interests and assimilated return / Intereses y rendimientos asimilados	122,516	138,373
Interest and assimilated charges / Intereses y cargas asimiladas	10,980	13,238
NET INTEREST INCOME	111,536	125,135
Capital return / Rendimiento de instrumento de capital	-	16,972
Pereceived fees / Comisiones percibidas	22,112	21,461
Paid fees / Comisiones pagadas	10,452	10,691
Income from financing activities / Resultado de operaciones financieras (neto)	7	1,965
Currency exchange differences (net) / Diferencias de cambio (neto)	436	-
Other operating products / Otros productos de explotación	535	512
Other operating charges / Otras cargas de explotación	123	166
GROSS MARGIN	124,051	155,188
Administrative expenses / Gastos de administración	38,085	37,299
Amortization / Amortización	625	729
Provisions (net) / Dotaciones a provisiones (neto)	2,255	35
Losses for write-off in financial assets (net) / Pérdidas por deterioro de activos financieros (neto)	6,660	7,203
OPERATING ACTIVITIES INCOME	78,681	109,922
Income (losses) in the write-off of assets not classified as non-current on sale / Ganancias (pérdidas) en la baja de activos no clasificados como no corrientes en venta	-528	30,793
Income (losses) of non-current assets on sale not classified as non-interrupted transactions / Ganancias (pérdidas) de activos no corrientes en venta no clasificados como operaciones interrumpidas	-2,221	-1,927
PROFIT BEFORE TAXES	75,932	138,788
Corporate income tax / Impuesto sobre beneficios	22,626	28,288
PROFIT FOR THE YEAR	53,306	110,500

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3.5.1.3. PSA Financial Services Spain, E.F.C., S.A. – Other information

	dic-21	dic-20
ROE	6.73%	28%
ROA	1.44%	3%
Solvency ratio	26.19%	12%
Delinquency ratio	1.01%	0.69%
<i>Credit investment (Inversión crediticia)</i>	<i>€3,126,171</i>	<i>€3,599,021</i>
<i>Non-performing assets (Activos dudosos)</i>	<i>€31,497</i>	<i>€24,947</i>
TIER1	24.63%	11%
TIER2	1.56%	1%

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3.5.2. Financial Information of PSAG

3.5.2.1. PSAG – Audited balance sheet

ACTIVO (ASSETS)	2021	2020	PATRIMONIO NETO Y PASIVO (EQUITY AND LIABILITIES)	2021	2020
A) ACTIVO NO CORRIENTE (NON-CURRENT ASSETS)	583,367,296.71	537,645,111.17	A) PATRIMONIO NETO (EQUITY)	142,533,185.96	119,838,898.39
I. Inmovilizado intangible (Intangible assets)	0.00	0.00	A-1) Fondos propios (SHAREHOLDERS' EQUITY)	142,533,185.96	119,838,898.39
1. Desarrollo (Development)	0.00	0.00	I. Capital (Capital)	61,442,862.38	61,442,862.38
2. Concesiones (Concessions)	0.00	0.00	1. Capital escriturado (Structured capital)	61,442,862.38	61,442,862.38
3. Patentes, licencias, marcas y similares (Patents, licences, trademarks and similar)	0.00	0.00	2. (Capital no exigido) (unrequired capital)	0.00	0.00
4. Fondo de comercio (Goodwill)	0.00	0.00	II. Prima de emisión (Share premium)	0.00	0.00
5. Aplicaciones informáticas (Computer software)	0.00	0.00	III. Reservas (Reserves)	58,396,036.01	38,197,382.54
6. Otro inmovilizado intangible (Other intangible assets)	0.00	0.00	1. Legal y estatutarias (Legal and statutory)	12,288,572.48	12,288,572.48
II. Inmovilizado material (Property, plant and equipment)	543,929,704.79	505,383,969.14	2. Otras reservas (Other reserves)	46,107,463.53	25,908,810.06
1. Terrenos y construcciones (Land and buildings)	9,742,075.45	9,823,534.60	IV. (Acciones y participaciones en patrimonio propios) (Treasury shares and units)	0.00	0.00
2. Instalaciones técnicas, maquinaria, utillaje, mobiliario, y otro inmovilizado material (Plant, machinery, tools, fixtures and fittings, furniture and other tangible fixed assets)	534,187,629.34	495,560,434.54	V. Resultados de Ejercicios anteriores (Results from previous years)	0.00	0.00
3. Inmovilizado en curso y anticipos (Fixed assets in course of construction and advances)	0.00	0.00	1. Remanente (Retained earnings)	0.00	0.00
III. Inversiones inmobiliarias (Investment property)	20,584,079.33	21,144,652.38	2. (Resultados negativos de Ejercicios anteriores) (Negative results from previous years)	0.00	0.00
1. Terrenos (Land)	8,361,009.87	8,361,009.87	VI. Otras aportaciones de socios (Other contributions from shareholders)	0.00	0.00
2. Construcciones (Buildings)	12,223,069.46	12,783,642.51	VII. Resultado del Ejercicio (Net income)	22,694,287.57	20,198,653.47
IV. Inversiones en Empresas del Grupo y asociadas a largo plazo (Long-term investments in Group and associated companies)	0.00	0.00	VIII. (Dividendo a cuenta) (Interim dividend)	0.00	0.00
1. Instrumentos de patrimonio (Equity instruments)	0.00	0.00	IX. Otros instrumentos de patrimonio (Other equity instruments)	0.00	0.00
2. Créditos a empresas (Loans and advances to companies)	0.00	0.00	A-2) Ajustes por cambios de valor (Adjustments for changes in value)	0.00	0.00
3. Valores representativos de deuda (Debt securities)	0.00	0.00	I. Instrumentos financieros disponibles para la venta (Available-for-sale financial instruments)	0.00	0.00
4. Derivados (Derivatives)	0.00	0.00	II. Operaciones de cobertura (Hedging transactions)	0.00	0.00
5. Otros activos financieros (Other financial assets)	0.00	0.00	III. Otros (Others)	0.00	0.00
V. Inversiones financieras a largo plazo (Long-term financial investments)	4,422.20	4,422.20	A-3) Subvenciones, donaciones y legados recibidos (Grants, donations or gifts and legacies received)	0.00	0.00

1. Instrumentos de patrimonio (<i>Equity instruments</i>)	0.00	0.00	B) PASIVO NO CORRIENTE (NON-CURRENT LIABILITIES)	454,983,221.71	473,638,386.32
2. Créditos a empresas (<i>Loans and advances to companies</i>)	4,422.20	4,422.20	I. Provisiones a largo plazo (Long-term provisions)	66,818,863.84	87,198,104.01
3. Valores representativos de deuda (<i>Debt securities</i>)	0.00	0.00	1. Obligaciones por prestaciones a largo plazo al personal (<i>Long-term employee benefit liabilities</i>)	0.00	0.00
4. Derivados (<i>Derivatives</i>)	0.00	0.00	2. Actuaciones medioambientales (<i>Environmental activities</i>)	2,837,000.00	1,574,000.00
5. Otros activos financieros (<i>Other financial assets</i>)	0.00	0.00	3. Provisiones por reestructuración (<i>Restructuring provisions</i>)	0.00	0.00
VI. Activos por impuesto diferido (Deferred tax assets)	18,849,090.39	11,112,067.45	4. Otras provisiones (<i>Other provisions</i>)	63,981,863.84	85,624,104.01
B) ACTIVO CORRIENTE (CURRENT ASSETS)	1,139,592,566.73	1,118,549,367.69	II Deudas a largo plazo (Long-term debt)	0.00	0.00
I. Activos no corrientes mantenidos para la venta (Non-current assets held for sale)	0.00	0.00	1. Obligaciones y otros valores negociables (<i>Bonds and other tradeable securities</i>)	0.00	0.00
I.BIS. Activos vendidos con compromiso de recompra (Assets sold under repurchase agreement)	127,389,639.11	31,944,131.26	2. Deuda con entidades de crédito (<i>Debt with financial institutions</i>)	0.00	0.00
II. Existencias (Inventories)	15,749,736.76	39,822,062.41	3. Acreedores por arrendamiento financiero (<i>Leasing creditors</i>)	0.00	0.00
1. Comerciales (<i>Trade inventories</i>)	15,749,736.76	39,822,062.41	4. Derivados (<i>Derivatives</i>)	0.00	0.00
2. Materias primas y otros aprovisionamientos (<i>Raw materials and other supplies</i>)	0.00	0.00	5. Otros pasivos financieros (<i>Other financial liabilities</i>)	0.00	0.00
3. Productos en curso (<i>Work in progress</i>)	0.00	0.00	III. Deudas con Empresas del Grupo y asociadas a largo plazo (Long-term debt with group and associated companies)	0.00	0.00
4. Productos terminados (<i>Finished goods</i>)	0.00	0.00	IV. Pasivos por impuesto diferido (Deferred tax liabilities)	10,418,318.86	8,417,795.78
5. Subproductos, residuos y materiales recuperados (<i>By-products, waste and recovered materials</i>)	0.00	0.00	V. Periodificación a largo plazo (Long-term accrual)	377,746,039.01	378,022,486.53
6. Anticipos a proveedores (<i>Advances to suppliers</i>)	0.00	0.00	C) PASIVO CORRIENTE (CURRENT LIABILITIES)	1,125,443,455.77	1,062,717,194.15
III. Deudores comerciales y otras cuentas a cobrar (Trade and other receivables)	95,817,724.38	81,064,705.23	I. Pasivos vinculados con activos no corrientes mantenidos para la venta (Liabilities related to non-current assets held for sale)	0.00	0.00
1. Clientes por ventas y prestaciones de servicios (<i>Trade receivables for sales and services</i>)	2,102,136.04	124,823.56	II. Provisiones a corto plazo (Short-term provisions)	200,251,985.17	256,490,469.92
2. Clientes, Empresas del Grupo y asociadas (<i>Trade receivables from Group companies and associates</i>)	92,730,358.86	80,488,304.62	III. Deudas a corto plazo (Short-term debt)	12,872,911.76	1,173,513.07
3. Deudores varios (<i>Sundry accounts receivable</i>)	722,472.35	320,244.03	1. Obligaciones y otros valores negociables (<i>Bonds and other tradeable securities</i>)	0.00	0.00
4. Personal (<i>Staff</i>)	241,709.20	115,356.02			
5. Activos por impuesto corriente (<i>Current tax assets</i>)	14,343.00	0.00			
6. Otros créditos con las Administraciones públicas (<i>Other receivables from public authorities</i>)	6,704.93	15,977.00			
7. Accionistas (socios) por desembolsos exigidos (<i>Shareholders</i>)	0.00	0.00			

3.5.2.2. PSAG – Audited income statement

	2021	2020
A) OPERACIONES CONTINUADAS (CONTINUED OPERATIONS)		
1. Importe neto de la Cifra de Negocios (Net turnover)	2,923,376,279.44	2,811,183,363.16
a) Ventas (Sales)	2,667,893,987.61	2,534,111,147.60
b) Prestaciones de servicios (Supply of services)	255,482,291.83	277,072,215.56
2. Variación de existencias de productos terminados y en curso de fabricación (Variation in inventory of terminated and ongoing products)	0.00	0.00
3. Trabajos realizados por la Empresa para su activo (Work carried out by the Company for its assets)	0.00	0.00
4. Aprovisionamientos (Procurement)	(2,551,523,508.91)	(2,535,343,370.06)
a) Consumo de mercaderías (Consumption of goods)	(2,546,045,107.55)	(2,534,935,978.00)
b) Consumo de materias primas y otras materias consumibles (Consumption of raw materials and other consumables)	0.00	0.00
c) Trabajos realizados por otras empresas (Work carried out by other companies)	(7,572,994.56)	(4,960,252.04)
d) Deterioro de mercaderías, materias primas y otros aprovisionamientos (Deterioration of goods, raw materials and other supplies)	2,094,593.20	4,552,859.98
5. Otros ingresos de explotación (Other operating income)	9,399,364.26	10,505,696.56
a) Ingresos accesorios y otros de gestión corriente (Ancillary and other current management income)	9,399,364.26	9,929,815.77
b) Subvenciones de explotación incorporadas al resultado del Ejercicio (Operating subsidies included in the results for the year)	0.00	575,880.79
6. Gastos de personal (Personnel expenses)	(30,371,620.22)	(26,620,406.71)
a) Sueldos, salarios y asimilados (Wages, salaries and similar)	(24,606,787.15)	(20,719,529.36)
b) Cargas sociales (Social charges)	(5,764,833.07)	(5,900,877.35)
c) Provisiones (Provisions)	0.00	0.00
7. Otros gastos de explotación (Other operating expenses)	(259,973,127.10)	(197,227,907.07)
a) Servicios exteriores (External Services)	(218,897,915.88)	(214,045,980.78)
b) Tributos (Taxes)	(3,049,429.61)	(3,193,801.11)
c) Pérdidas, deterioro y variación de provisiones por operaciones comerciales (Losses, impairment and changes in provisions for commercial operations)	(36,391,007.43)	15,155,596.73
d) Otros gastos de gestión corriente (Other current management costs)	(1,634,774.18)	4,856,278.09
8. Amortización del inmovilizado (Amortization of fixed assets)	(61,691,952.35)	(45,817,069.95)
9. Imputación de subvenciones de inmovilizado no financiero y otras. (Allocation of grants for non-financial and fixed assets and others)	0.00	0.00
10. Excesos de provisiones. (Excess provisions)	0.00	0.00
11. Deterioro y resultado por enajenaciones del inmovilizado. (Impairment and result of disposals of fixed assets.)	18,327.67	3,713,124.41
a) Deterioro y pérdidas (Deterioration and losses)	3,367.98	(51,932.30)
b) Resultados por enajenaciones y otras (Results from disposals and others)	14,959.69	3,765,056.71
A.1) RESULTADO DE EXPLOTACIÓN (OPERATING INCOME)(1+2+3+4+5+6+7+8+9+10+11)	29,233,762.79	20,393,430.34
12. Ingresos financieros. (Financial income)	1,230,776.14	861,858.21
a) De participaciones en instrumentos de patrimonio. (Of holdings in equity instruments)	0.00	0.00
a 1) En empresas del grupo y asociadas. (Of group and associated companies)	0.00	0.00

a 2) En terceros. <i>(Of third parties)</i>	0.00	0.00
b) De valores negociables y otros instrumentos financieros. <i>(Of tradeable securities and other financial instruments)</i>	1,230,776.14	861,858.21
b 1) De Empresas del Grupo y asociadas <i>(Of group and associated companies)</i>	1,221,215.91	804,508.19
b 2) De terceros <i>(Of third parties)</i>	9,560.23	57,350.02
13. Gastos financieros <i>(Financial expenses)</i>	(643,263.49)	17,946.95
a) Por deudas con Empresas del Grupo y asociadas <i>(From debt with group and associated companies)</i>	0.00	0.00
b) Por deudas con terceros <i>(From debt with third parties)</i>	(125,766.67)	(80,574.96)
c) Por actualización de provisiones <i>(From updating provisions)</i>	(517,496.82)	98,521.91
14. Variación de valor razonable en instrumentos financieros <i>(Change in fair value of financial instruments)</i>	0.00	0.00
a) Cartera de negociación y otros <i>(Trading portfolio and others)</i>	0.00	0.00
b) Imputación al resultado del Ejercicio por activos financieros disponibles para la venta <i>(Allocation of available-for-sale financial assets to income for the year)</i>	0.00	0.00
15. Diferencias de cambio <i>(Exchange rate differences)</i>	0.00	0.00
16. Deterioro y resultado por enajenaciones de instrumentos financieros <i>(Impairment and results of disposal of financial instruments)</i>	0.00	0.00
a) Deterioros y pérdidas <i>(Deterioration and losses)</i>	0.00	0.00
b) Resultados por enajenaciones y otras <i>(Results from disposals and others)</i>	0.00	0.00
A.2) RESULTADO FINANCIERO <i>(FINANCIAL RESULT)</i> (12+13+14+15+16) 410,289.30 <i>(3,926,020.05)</i>	587,512.65	879,805.16
A.3) RESULTADO ANTES DE IMPUESTOS <i>(EARNINGS BEFORE TAX)</i> (A.1+A.2) 44,823,543.75 39,573,837.61	29,821,275.44	21,273,235.50
17. Impuestos sobre beneficios <i>(Corporate Tax)</i>	(7,126,987.87)	(1,074,582.03)
A.4) RESULTADO DEL EJERCICIO PROCEDENTE DE OPERACIONES CONTINUADAS <i>(INCOME FOR THE YEAR FROM ONGOING OPERATIONS)</i> (A.3+17) 31,940,683.53 6,068,410.48	22,694,287.57	20,198,653.47
B) OPERACIONES INTERRUMPIDAS <i>(INTERRUPTED OPERATIONS)</i>		
18. Resultado del Ejercicio procedentes de operaciones interrumpidas neto de impuestos <i>(Result for the year from discontinued operations net of tax)</i>	0.00	0.00
A.5) RESULTADO DEL EJERCICIO <i>(INCOME OF THE YEAR)</i> (A.4+18) 31,940,683.53 6,068,410.48	22,694,287.57	20,198,653.47

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3.6. Return on, and/or repayment of the securities linked to the performance or credit of other assets or underlying which are not assets of the issuer

Not applicable.

3.7. Management, administration and representation of the Fund and of the Noteholders

3.7.1. Servicer

The Management Company shall be responsible for the servicing and management of the Loans in accordance with article 26.1 b) of Law 5/2015. Notwithstanding, it shall be entitled to subdelegate such duties to third parties in accordance with article 30.4 of Law 5/2015, which shall not affect its responsibility.

The Management Company will appoint PSA Financial Services, as Seller of the Receivables, in the Deed of Incorporation to perform the servicing and management of the Loans. The relationship between the Servicer and the Fund will be governed by the provisions of the Deed of Incorporation.

PSA Financial Services will accept the mandate received from the Management Company to act as servicer of the Loans (the **Servicer**) and will undertake:

- (i) to carry out the servicing and management of the Receivables acquired by the Fund in accordance with the ordinary rules and procedures of servicing and management set out in the Deed of Incorporation;
- (ii) to coordinate all actions in connection with the Vehicles as provided under the Loan Agreements, the Global Agreement and the Marketing Action; in particular, to manage the return of the Vehicles by the Borrowers when applicable, and to collect any amounts payable to the Seller by PSAG or the Adhered Concessionaires under the Global Agreement or the Marketing Action corresponding to the repurchase undertaking assumed by PSAG or the exercise of the repurchase option by the relevant Adhered Concessionaire (as applicable);
- (iii) to continue to service the Loans, dedicating the same time and attention and the same level of expertise, care and diligence in their administration as it would dedicate and exercise in the administration of its own loans. In any case, it will exercise an appropriate level of expertise, care and diligence in the provision of the services foreseen in this Additional Information and in the Deed of Incorporation;
- (iv) to apply and continue to apply procedures for the servicing and management of the Loans that are, and will continue to be, in accordance with applicable laws and regulations;
- (v) to faithfully comply with the instructions given by the Management Company;
- (vi) to carry out all actions required to maintain in full force any licences, approvals, authorisations and consents that might be necessary or appropriate in relation to the performance of its services;
- (vii) to have available the equipment and personnel sufficient to carry out all its obligations; and
- (viii) to compensate the Fund for any damages it may suffer as a consequence of the failure to comply with its obligations as Servicer.

A brief description of the ordinary rules and procedures for servicing and management of the Loans governed by the Deed of Incorporation of the Fund is set out in the following sections.

3.7.1.1. Term and replacement of the Servicer

3.7.1.1.1 *Term*

The services will be provided by the Servicer from the Date of Incorporation until all obligations assumed by the Servicer in relation to such Loans are extinguished upon full repayment of the Loans, without prejudice to the possible early revocation of its mandate or its voluntary resignation.

In particular, the Servicer may voluntarily resign from its position as servicer and therefore from the servicing and management of the Receivables if permitted by laws in force from time to time. The voluntary resignation of the Servicer is subject to

- (i) prior authorisation of the Management Company;
- (ii) the Management Company having appointed a new Servicer which has effectively assumed its functions;
- (iii) the Servicer having taken all actions foreseen in section 3.7.1.1.4 below;
- (iv) the Servicer having indemnified the Fund for any damages caused to the Fund arising from its resignation and replacement; and
- (v) the rating of the Rated Notes not being adversely affected.

3.7.1.1.2 *Event of Replacement of the Servicer*

An **Event of Replacement of the Servicer** will be triggered upon the occurrence of any of the following events:

- (i) any breach of its obligations under the Deed of Incorporation, in the reasonable opinion of the Management Company, and in particular, its obligation to transfer to the Fund the amounts received by the Borrowers (or, if applicable, PSAG or the Adhered Concessionaires) within two (2) Business Days as from receipt (except if the breach is due to a force majeure); and
- (ii) an Insolvency Event occurs in respect of the Servicer.

3.7.1.1.3 *Replacement*

Upon the occurrence of an Event of Replacement of the Servicer, the Management Company, with prior notice to the Rating Agencies, may take one of the following actions (at its discretion):

- (i) replace the Servicer with another entity that, in the opinion of the Management Company, has the suitable legal and technical capacity to perform the services, provided that the rating of the Rated Notes is not adversely affected. In this regard, the Management Company, as back-up servicer facilitator, will carry out any actions required to find, select and appoint a replacement Servicer. The Management Company will carry out its best efforts to find a replacement Servicer within sixty (60) calendar days from the date of the relevant Event of Replacement of the Servicer;
- (ii) require the Servicer to subcontract, delegate or have the performance of such obligations guaranteed by another entity that, in the opinion of the Management Company, has the

suitable legal and technical capacity, provided that the rating of the Rated Notes is not adversely affected.

Notwithstanding the above, in case that the Event of Replacement of the Servicer is the occurrence of an Insolvency Event, the only possible action to be adopted by the Management Company will be the replacement of the Servicer in accordance with paragraph (i) above.

In accordance with Insolvency Law, the Fund, by acting through the Management Company, will have a right of separation in respect of the assigned Receivables, pursuant to articles 239 and 240 of the Insolvency Law. This right of separation will not necessarily extend to the money received by the Seller, in its capacity as Servicer, and kept by the latter on behalf of the Fund prior to its deposit to the relevant Fund Account, since, given its fungible nature, it could be subject to the result of the insolvency proceedings according to the majority interpretation of article 239 of the Insolvency Law.

3.7.1.1.4 Procedure

The Management Company will consider the proposals made by the Servicer both in connection with the subcontracting, delegation or appointment of the new entity acting as Servicer.

Without prejudice to the above, final decision as regards the appointment of the new entity acting as Servicer and any of the aforementioned actions will correspond to the Management Company, acting in the name and on behalf of the Fund.

Upon the occurrence of an Event of Replacement of the Servicer, the Servicer undertakes to carry out the following actions:

- (i) To make available, at the Management Company's request, a record of the personal data of the Borrowers necessary to issue collection orders to the Borrowers or serve on the Borrowers the notice referred to below (the **Personal Data Record** or **PDR**).

The communication and use of such data shall be limited and in any event subject to compliance with Organic Law 3/2018, of 5 December, on Personal Data Protection and guarantee of digital rights or law replacing, amending or implementing the same (the **Data Protection Law**), and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the **General Data Protection Regulation**).

- (ii) At the Management Company's prior request, to deposit the PDR before a notary public in order that it may be searched or used in due course by the Management Company in case of need in connection with the Loan servicing functions.
- (iii) To assist the Management Company using all reasonable efforts in the substitution process and, as the case may be, notify the Borrowers and the insurance companies.
- (iv) As soon as reasonably practicable, to deliver and make available to the Management Company (or any person appointed by it) the files delivered to it by the Seller (if different from the Servicer), copies of all records (including, without limitation, computer records and books of records), correspondence, and documents in its possession or under its control relating to the relevant Receivables assigned to the Fund and any sums and other assets, if any, then held by the Servicer on behalf of the Management Company.
- (v) To do such things and execute such contracts as shall require the Servicer's involvement in order for functions to be effectively transferred to the new Servicer.

The notification regime to the Borrowers is regulated under section 3.7.1.12 of the Additional Information.

3.7.1.2. Custody of agreement, deeds, documents and files

The Servicer will keep all the Loan Agreements, as well as copies of all instruments, documents and computer files related to the Loans, in safe custody and will not abandon the possession, custody or control thereof without the prior written consent of the Management Company, unless the document is necessary to commence proceedings for the enforcement of a Loan or its security.

The Servicer, acting reasonably, will at all times provide the Management Company or the duly authorised auditor of the Fund with access to such Loan Agreements, instruments, documents and records. If the Management Company so requests, the Servicer will also provide a free-of-charge copy or photocopy of any of such Loan Agreements, instruments and documents within five (5) Business Days following such request. The Servicer must act in the same way in the case of requests for information from the auditor of the Fund.

In any case, the Servicer waives the privileges which the law confers thereon in its condition as manager of collections for the Fund and of the custody of the Loan Agreements, and particularly those established in articles 1730 and 1780 of the Civil Code (regarding the retention of pledged items) and 276 of the Commercial Code (security similar to the retention of pledged items).

3.7.1.3. Collection management

The Servicer will receive on account of the Fund any amounts paid by the Borrowers, the Adhered Concessionaires, PSA Financial Services (in case it ceases to be the Servicer) or PSAG, as applicable, arising out of the Receivables, for principal, interest or Ancillary Rights, as well as for any other concept, and will proceed to deposit them into the Treasury Account immediately and in any case within two (2) Business Days following the receipt thereof.

3.7.1.4. Advance of funds

In no event will the Servicer be obliged to advance any amount that has not been previously received from the Borrowers under the Loans.

3.7.1.5. Information

The Servicer must periodically inform the Management Company and the Rating Agencies of the Borrowers' level of compliance with their obligations arising from the Loans, of the compliance by the Servicer with its obligation to deposit in the Treasury Account the amounts received from the Loans, of the recovery actions adopted in the event of payment default, and of the existence of hidden defects in, or the breach of any Eligibility Criteria by, the Loans or the Receivables.

The Servicer must prepare and deliver to the Management Company the additional information that the Management Company may reasonably request regarding the Loans, the Receivables or any rights (including any Ancillary Rights) arising from them.

In particular, the Servicer shall provide in a timely manner to the Originator, as Reporting Entity, any reports, data and other information in the correct format to fulfil the reporting requirements of article 7 of the EU Securitisation Regulation (including, *inter alia*, the information, if available, related to the environmental performance of the Vehicles).

3.7.1.6. Subrogation of the Borrower under the Loans

The Servicer will be authorised to permit subrogations in the position of the Borrower under the Loan Agreements in those cases where (i) the new Borrower has similar characteristics in terms of risk profile to those of the previous Borrower, (ii) the new Borrower conforms with the PSA Financial Services Policies described in section 2.2.7 of this Additional Information, (iii) the relevant Receivables comply with the Eligibility Criteria and (iv) it does not adversely or otherwise negatively affect the Receivables portfolio, provided in any case that the expenses arising from such subrogation are paid in full by the new Borrower (unless otherwise provided by law).

The Servicer must immediately notify the Management Company of any subrogation in the position of Borrower in accordance with the preceding paragraph.

In the event that the Servicer fails to comply with any of the provisions in this section in relation to the subrogation in the position of Borrower, the replacement procedure described in section 2.2.9 of the Additional Information shall be applicable to the relevant Loan.

The Servicer assumes the obligation to indemnify the Fund for any damage, loss or expense incurred by the Fund as a result of the Servicer's failure to comply with the obligations described in this section.

The Management Company may totally or partially limit this authorisation to the Servicer, or subject it to conditions, if such subrogations may negatively affect the ratings of the Rated Notes assigned by the Rating Agencies.

3.7.1.7. Powers and actions in relation to Loan forbearance processes

The Management Company authorises the Servicer to carry out renegotiation in the terms and conditions of the Loan Agreement without its prior consent, in accordance with and subject to the limitations described below.

The Servicer may not voluntarily:

- (i) cancel the security or guarantees securing the Receivables for other reasons than repayment if full of the Loans;
- (ii) give a waiver or settlement with respect to the Receivables;
- (iii) cancel the Receivables in whole or in part or extend them; or
- (iv) in general, carry out any act that results in a postponement of the rank of the security, or otherwise negatively affects the legal effectiveness or economic value of the security or of the Receivables.

Any renegotiation by the Servicer must comply with the following limitations:

- (i) The Outstanding Balance may not be increased under any circumstances.
- (ii) The interest rate may not be modified under any circumstances.
- (iii) Except as provided below in respect of maturity extensions, the frequency of payments of instalments under the Loan may not be changed.

- (iv) The maturity date of a particular Loan may be extended provided that the following conditions are met:
 - (1) the amount of the Outstanding Balance of the Receivables arising from the Loans which maturity is extended may not exceed 10% of the Outstanding Balance of the Initial Receivables on the Portfolio Cut-Off Date;
 - (2) the frequency of payments of interest and principal under the Loans is maintained or otherwise increased and the same repayment system is maintained; and
 - (3) the new maturity date or last repayment date of the Loan cannot exceed the Final Maturity Date.

The renegotiations of the Loans carried out in accordance with the above may only be carried out at the request of the Borrower, and the Servicer may not propose them at its own initiative.

The Servicer must immediately notify the Management Company of any renegotiation made in accordance with the preceding paragraphs, including information on the conditions of each such renegotiation. Such communication shall take place through the computer file provided by the Management Company used to update the conditions of the Loans.

In the event that the Servicer fails to comply with any of the provisions in this section in relation to the renegotiation of any of the Loans, the replacement procedure described in section 2.2.9 of the Additional Information shall be applicable to the relevant Loan.

The Servicer assumes the obligation to indemnify the Fund for any damage, loss or expense incurred by the Fund as a result of the Servicer's failure to comply with the obligations described in this section.

The limitations set out above shall not apply to the following actions, which shall be deemed to be expressly allowed:

- (i) the granting of any Moratoriums (including, for the avoidance of doubt, any Covid-19 Moratoriums); and
- (ii) those qualifying as renegotiations in accordance with Circular of the Bank of Spain 4/2017, of 27 November, on public and private financial reporting standards and models of financial statements, and in any guidelines that the EBA may issue in order to better define forbearance measures.

In addition to this, in accordance with the representation given by the Seller under section 2.2.8(iii)(28) of the Additional Information, no Receivables assigned to the Fund shall be affected by Covid-19 Moratoriums at the time of their assignment to the Fund. However, the Seller will neither replace nor repurchase Receivables affected by Covid-19 Moratoriums or any other similar measures (including any other Moratoriums of any type) after their assignment to the Fund.

For the purposes of this section:

Covid-19 Moratoriums means, jointly, Covid-19 Legal Moratoriums and Covid-19 Contractual Moratoriums.

Covid-19 Legal Moratoriums means the moratoriums foreseen in Royal Decree-Law 11/2020 (as amended by, among others, Royal Decree-Law 26/2020), together with any settlement, suspension of payments, rescheduling of the amortisation plan or other contractual amendments resulting from

or arising from mandatory provisions of law or regulation granted in connection with measures in force to tackle the effects of the Covid-19.

Covid-19 Contractual Moratoriums means any voluntary moratoriums or deferment of payments, together with any decisions or recommendations of public authorities or conventions, arrangements or recommendations of institutional or industry associations granted in connection with measures in force to tackle the effects of the Covid-19.

Moratoriums means any (i) settlement, suspension of payments, rescheduling of the amortisation plan or other contractual amendments resulting from or arising from mandatory provisions, or (ii) voluntary moratoriums or deferment of payments, together with any decisions or recommendations of public authorities or conventions, arrangements or recommendations of institutional or industry associations, including, for the avoidance of doubt, any Covid-19 Moratoriums that may be applicable to the Receivables at any time after the relevant Assignment Date).

3.7.1.8. Exceptional expenses

On each Payment Date the Servicer will be reimbursed for all exceptional expenses incurred in the servicing of the Receivables and the Loans and which have been duly justified to the Management Company, including any expenses derived from the enforcement of the security or guarantees but expressly excluding any extrajudicial expenses.

Such exceptional expenses will be paid in accordance with the Pre-Enforcement Priority of Payments and the Post-Enforcement Priority of Payments, as applicable, set out in sections 3.4.7.2 and 3.4.7.3 of this Additional Information, respectively.

3.7.1.9. Set-off

Notwithstanding the representation made by the Seller in section 2.2.8(iii)(15) of the Additional Information, in the event that any of the Borrowers (or, if applicable, PSAG or the Adhered Concessionaires) has a liquid, due and payable credit right against the Servicer, resulting in one or more Loans being totally or partially set off against such right, the Servicer will remedy this circumstance such that the set-off does not apply, or if it this is not possible, will deposit in the Treasury Account Fund the amount which was set off plus interest due from the date of set-off until the date on which the deposit is made, calculated in accordance with the terms and conditions of the corresponding Loan.

3.7.1.10. Subcontracting

The Servicer may subcontract any of the services which it has undertaken to provide by virtue of the above provisions and of the Deed of Incorporation, except for those services that cannot be delegated pursuant to applicable law.

In no case will such subcontracting entail any additional cost or expense for the Fund or the Management Company, and it must not cause a downgrade of the rating of the Rated Notes by the Rating Agencies.

Notwithstanding any subcontracting or delegation:

- (i) the Management Company shall not be excused or released from any of its obligations under article 26.1.b) of Law 5/2015; and
- (ii) the Servicer will not be discharged or released from any of the obligations or liabilities assumed and that are legally attributable to or enforceable against the Servicer.

3.7.1.11. Liability of the Servicer and indemnity

PSA Financial Services, in its condition as Servicer:

- (i) undertakes to act with due diligence as regards the collection management for the Loans as well as the custody and servicing of the Loans and will be liable to the Fund, through its Management Company, for any damage that arises from its negligence;
- (ii) will indemnify the Fund, through its Management Company, for any damage, loss or expense it may incur due to the failure to comply with its obligations concerning collection management and/or custody and/or servicing of the Loans;
- (iii) does not assume any liability for directly or indirectly guaranteeing the success of the transaction, nor will it provide security or enter into agreements for the repurchase of the Receivables other than in accordance with the terms and conditions set out in section 2.2.9 of the Additional Information.

Neither the Noteholders nor any other creditor of the Fund shall have any direct right of action whatsoever against the Servicer. Notwithstanding the foregoing, under article 26.1.b) and 26.2 of Law 5/2015, the Management Company shall be liable to the Noteholders and other creditors of the Fund for all and any losses caused to them by a breach of its obligation to service and manage the Receivables pooled in the Fund.

3.7.1.12. Notices

The Management Company and the Seller have agreed not to notify the assignment of the Receivables in favour of the Fund to the respective Borrowers, guarantors, insurance companies, PSAG and the Adhered Concessionaires except when:

- (i) required by law, in which case notice will be made on the relevant Assignment Date; and/or
- (ii) upon the occurrence of any of the circumstances below:
 - (a) an Insolvency Event of the Servicer; or
 - (b) any other circumstance that, in the opinion of the Management Company, indicates or could reasonably indicate that an Insolvency Event of the Servicer may occur in the future; or
 - (c) any other Event of Replacement of the Servicer; or
 - (d) if the Management Company otherwise reasonably requests so, provided that such request is duly justified;

In the circumstances (i) and (ii) above, the Servicer shall (with respect to (i) above), or the Management Company may request the Servicer to (with respect to (ii) above), notify the Borrowers and, when applicable, the guarantors, insurance companies, PSAG and the Adhered Concessionaires of the transfer of the Receivables to the Fund, as well as of the fact that the payments arising therefrom will only have release effects if they are made into the Treasury Account.

However, in case that (a) the Servicer has not notified the Borrowers and, when applicable, the guarantors, insurance companies, PSAG and the Adhered Concessionaires within three (3) Business Days following (A) the Assignment Date (in case of (i) above); or (B) receipt of the request from the Management Company (in case of (ii) above, except for limb (a) thereof), and (b) in the event of

an Insolvency Event in respect of the Servicer, the Management Company itself, either directly or through a new servicer designated by it, will notify the Borrower and, when applicable, the guarantors, the insurance companies, PSAG and the Adhered Concessionaires.

In connection with (i) above, as of the date of this Prospectus, notice is required by law to Borrowers in (a) the Autonomous Community of Valencia, pursuant to Decree-Law 1/2019, of December 13, of the Consell, approving the consolidated version of the Statute of consumers and users of the Valencian Community; and to the extent required, (b) Castilla-La Mancha, pursuant to Law 3/2019, of 22 March, and (c) Comunidad Foral de Navarra, pursuant to Law 21/2019, of 4 April. For these purposes, notice is not a requirement for the validity of the assignment of the Loans.

Accordingly, the Seller will grant to the Management Company the broadest powers as required by law so that it may, in the name of the Fund, notify the Borrowers and, when applicable, the guarantors, the insurance companies, PSAG and the Adhered Concessionaires of the assignment at the time it deems appropriate.

The Seller will assume the expenses incurred in notifying the Borrowers, and, when applicable, the guarantors, insurance companies, PSAG and the Adhered Concessionaires even if notification is provided by the Management Company.

3.7.1.13. Servicer's remuneration

As consideration for being in charge of the custody, servicing and management of the Loans, the Servicer shall have the right to receive in arrears on each Payment Date a servicing fee (the **Servicer's Fee**), including, if applicable, VAT, equal to 0.125% per annum, which will accrue for the actual days in each Interest Accrual Period, and will be calculated on the basis of the sum of the Outstanding Balance of the Notes on the Determination Date corresponding to that Payment Date. Any extraordinary expenses that the Servicer might incur are included in the Servicer's Fee.

If the Fund, through its Management Company, does not pay the entire Servicer's Fee on a Payment Date due to the lack of sufficient liquidity in accordance with the Pre-Enforcement Priority of Payments, any unpaid amounts shall be added – without any kind of penalty – to the fee to be paid on the following Payment Date, but the Servicer shall not be entitled to any interest on the amounts due and not paid on a specific Payment Date.

On the other hand, the Servicer, on each Payment Date, shall be entitled to the reimbursement of all exceptional expenses incurred in connection with the administration of the Receivables, subject to their justification to the Management Company. Such expenses shall include, among others, those arising from the execution of guarantees, and they shall be paid provided that the Fund has sufficient liquidity in accordance with the Pre-Enforcement Priority of Payments.

3.7.2. **Management Company**

3.7.2.1. Management, administration and representation of the Fund and of the Noteholders

The administration and legal representation of the Fund will correspond to the Management Company, on the terms provided in article 26 of the Law 5/2015 and other applicable law, as well as in the terms of the Deed of Incorporation and this Prospectus.

The name, address and significant activities of the Management Company are detailed in section 6 of the Registration Document.

The Management Company is also responsible for representing and defending the interests of the Noteholders and of the other creditors of the Fund. Accordingly, the Management Company must at

all times consider the interests of the Noteholders, acting in the defence thereof and adhering to applicable law and regulations for such purpose.

The Management Company must perform its activities with the utmost diligence required thereof in accordance with Law 5/2015, representing the Fund and defending the interests of the Noteholders and of the other creditors of the Fund as if handling its own interests, caring for the levels of diligence, reporting and defence of the interests of the former and avoiding situations involving conflicts of interest, and giving priority to the interests of the Noteholders and the other creditors of the Fund over its own.

Each of the Noteholders, by purchasing or subscribing for the Notes agrees with the Issuer and the Management Company that:

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

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

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

The Management Company has the necessary resources, including suitable technology information systems, to discharge its duties of administering the Fund as attributed thereto by Law 5/2015.

3.7.2.2. Administration and representation of the Fund

The Management Company's obligations and actions in the fulfilment of its duties to manage and act as the authorised representative of the Fund, for illustrative purposes only and without prejudice to any other obligations and actions provided in this Prospectus, are the following:

- (i) to open the Fund Accounts, in the name of the Fund, initially with the Fund Accounts Provider;
- (ii) to exercise the rights resulting from the ownership of the Receivables by the Fund, and generally carry out any such acts of administration and disposal as may be necessary for the proper performance of the administration and legal representation of the Fund;
- (iii) to carry out the financial servicing of the Receivables with due diligence and rigor, without prejudice to the management duties assumed by the Seller in its capacity as Servicer, in accordance with the provisions of section 3.7.1 above;
- (iv) to verify that the amounts effectively received by the Fund correspond to the amounts that the Fund must receive in accordance with the conditions of each Receivable, the Loan Agreements and any other related documents;
- (v) to validate and control the information that it receives from the Servicer in connection with the Loans, as regards collections of ordinary payments, prepayments of principal, payments of unpaid instalments, and status and control of payment defaults;
- (vi) to calculate the Available Funds and the movements of funds it will have to make once they have been applied in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, ordering transfers of funds between the various Fund Accounts and making the applicable payment instructions, including those allocated to pay the financial servicing of the Notes;
- (vii) to calculate and settle the amounts for interest and fees, it must be received and paid through the various Fund Accounts, as well as the fees to be paid for the various financial services arranged and the amounts pertaining to the Notes for the repayment of principal and for interest;
- (viii) in the event that, at any time during the life of the Notes, the ratings assigned by the Rating Agencies to the Fund Accounts Provider or Paying Agent's debt are downgraded, to carry out the actions described in sections 3.4.5.1 and 3.4.8.2, respectively, of this Additional Information;
- (ix) to closely supervise the actions of the Servicer for the recovery of unpaid amounts under the Receivables or the Loans, by giving instructions, when applicable, in order to bring any enforcement proceedings;
- (x) to keep the accounting books of the Fund with due separation from those of the Management Company, to render accounts and to comply with the tax or any other legal obligations that might correspond to the Fund;
- (xi) to provide the Noteholders, CNMV and the Rating Agencies with such information and notices as are required by the applicable legal provisions and, in particular, those specified in this Prospectus;
- (xii) to enter into, extend or amend the agreements it has executed on behalf of the Fund, replace each of the Fund's services providers and, if necessary, enter into additional agreements; all of the foregoing subject to applicable law and, if applicable, after obtaining relevant the prior authorisation from CNMV or the competent authority and notifying the Rating Agencies, and provided that such actions do not lead to a downgrade in the rating of the Rated Notes and do not negatively affect the interests of the Noteholders. Any amendment

to the Deed of Incorporation will be made pursuant to the provisions of article 24 of Law 5/2015;

- (xiii) to appoint and replace, if applicable, the auditor of the Fund;
- (xiv) to prepare and submit to CNMV and the competent bodies all documents and information that must be submitted pursuant to applicable legal provisions and the terms of this Prospectus, or when so requested by CNMV and other competent bodies, and prepare and submit to the Rating Agencies any information they may reasonably request;
- (xv) to make appropriate decisions in relation to the liquidation and cancellation of the Fund, including the decision for the Early Redemption of the Notes and Early Liquidation of the Fund, in accordance with the provisions of the Deed of Incorporation and this Prospectus;
- (xvi) not to take actions that could result in a downgrade of the rating of the Rated Notes, and procure the adoption of those measures which are reasonably within its authority in order for the rating on the Rated Notes not to be adversely affected at any time; and
- (xvii) to manage the Fund in such a manner that its net asset value is always zero (0).

3.7.2.3. Resignation and replacement of the Management Company

The Management Company will be replaced in the administration and representation of the Fund in accordance with the provisions of articles 27, 32 and 33 of Law 5/2015.

3.7.2.3.1 *Resignation*

In accordance with article 32 of Law 5/2015, the Management Company may resign from its duties of management and representation of all or part of the funds managed whenever it deems appropriate, subject to the authorisation of CNMV in accordance with the procedure and on the terms envisaged in the applicable laws and regulations.

The Management Company may in no event resign its duties until and unless all requirements and formalities have been complied with in order for the entity replacing it to take over its duties. The expenses arising from such replacement shall be borne by the resigning management company and may in no event be passed on to the Fund.

3.7.2.3.2 *Mandatory replacement*

The Management Company will be replaced if it is subject to any of the grounds for dissolution under articles 360 et seq. of the Spanish Companies Act. The Management Company must notify CNMV of the occurrence of any of such causes. In such case, the Management Company must comply with the provisions of the previous section prior to its dissolution.

If the Management Company is declared insolvent or its authorisation revoked, in accordance with articles 33 and 27 of Law 5/2015, respectively, a replacing management company must be appointed. The replacement must become effective within four (4) months of the date of occurrence of the event causing the replacement. If the Management Company has not appointed a new management company within four (4) months of the event causing the replacement, the Fund will be early liquidated and the Notes will be early redeemed in accordance with section 4.4.5 of the Registration Document.

The replacement of the Management Company and appointment of the new management company, approved by CNMV in accordance with the provisions of the above paragraphs, will be reported to

the Rating Agencies and will be published within a term of fifteen (15) calendar days by means of an announcement in two nationally-circulated newspapers and in the bulletin of AIAF.

The Management Company undertakes to execute any public or private documents as may be necessary to proceed with the replacement thereof by the replacement management company in accordance with the procedure described in the preceding paragraphs of this section. The replacement management company must subrogate into the rights and obligations of the Management Company as established in this Additional Information. Furthermore, the Management Company must deliver to the new management company any documents, accounting records and database records relating to the Fund that are in its possession.

3.7.2.4. Subcontracting of the Management Company

Pursuant to the provisions of the Deed of Incorporation and the Prospectus, the Management Company will be entitled to subcontract or delegate the provision of any of the services to be performed under the Deed of Incorporation and this Agreement in favour of reputable third parties, provided that the subcontractor or delegate waives any actions against the Fund for liability.

In any case, the subcontracting or delegation of any service (i) cannot involve any additional cost or expense for the Fund, (ii) must be permitted by the applicable laws and regulations, (iii) must not cause a downgrade in the rating of the Notes by the Rating Agencies, and (iv) must be communicated to CNMV and, if legally required, must have the prior approval thereof. Such subcontracting or delegation will not entail in any case a waiver of or release in favour of the Management Company from any of the liabilities assumed by virtue of this Prospectus that are legally attributable thereto or that may be enforced against it.

3.7.2.5. Management Company's remuneration for the performance of its duties

On each Payment Date and provided that the Fund has sufficient Available Funds, the Management Company shall be entitled to receive a management fee to be monthly accrued and calculated as a fixed fee.

Such fee is understood to be gross, i.e., it includes any direct or indirect tax or withholding tax that might correspond to it. The minimum amount of the management fee shall be updated at the beginning of each calendar year (firstly, on 1 January 2023) in accordance with the general consumer price index (*IPC – Índice de Precios al Consumo*) published by the national statistics institute (*INE – Instituto Nacional de Estadística*), or such entity as might replace it.

The periodic compensation of the Management Company is included in the assumptions of section 4.10 of the Securities Note on the estimated annual Ordinary Expenses of the Fund amounting to an annual rate of 0.13% on the Outstanding Balance of the Receivables, which, during the first year, will correspond to an amount equivalent to NINE HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED EIGHTY NINE EUROS AND FORTY CENTS (€ 934,489.40).

As an exceptional circumstance, the Management Company's fee payable on the First Payment Date shall be calculated on the basis of the calendar days elapsed since the Date of Incorporation until the First Payment Date.

3.8. Name and address and brief description of any swap counterparties and any providers of other material forms of credit/liquidity enhancement or accounts

Section 3.1 of the Securities Note contains a brief description of counterparties to the contracts described below:

(i) Interest Rate Swap Agreement

Banco Santander is the Swap Counterparty under the Interest Rate Swap Agreement, as described in section 3.4.8.1 of this Additional Information.

(ii) Start-Up Expenses Loan Agreement

PSA Financial Services is the Fund's counterparty, as Start-Up Expenses Loan Provider, in the Start-Up Expenses Loan Agreement, as described in section 3.4.4.1 of this Additional Information.

(iii) Seller Loan

If applicable, PSA Financial Services will be the lender under the Seller Loan, as described in section 3.4.4.2 of this Additional Information.

(iv) Reinvestment Agreement

BNPP will be the Fund Accounts Provider under the Reinvestment Agreement, as described in section 3.4.5.1 of this Additional Information.

4. POST-ISSUANCE REPORTING**4.1. Obligations and deadlines envisaged for the preparation, auditing and approval of the annual and quarterly financial statements and management report**

The Management Company will submit the Fund's annual financial statements mentioned in sub-section 1 of article 35 of Law 5/2015, together with the auditors' report in respect thereof, to CNMV within four (4) months following the close of the Fund's financial year, which will coincide with the calendar year (i.e. prior to 30th April of each year).

Additionally, according to sub-section 3 of article 35 of Law 5/2015, the Management Company must submit the Fund's quarterly financial statements to CNMV within two (2) months of the end of each calendar quarter.

4.2. Obligations and deadlines contemplated for availability to the public and delivery to CNMV and the Rating Agency of periodic information on the economic/financial status of the Fund**4.2.1. Ordinary periodic notices**

The Management Company, in its management and administration duties in respect of the Fund, undertakes to supply the information described below and any other additional information as may be reasonably requested in connection with the management and administration of the Fund with the utmost diligence possible and within the deadlines provided.

4.2.1.1.1 *Information in relation to the Notes*

For so long as the Notes remain outstanding, at least two (2) Business Days in advance of each Payment Date, the Management Company will inform the Noteholders of the following:

- (i) the Interest Rate resulting for the Notes for the following Interest Accrual Period;
- (ii) the resulting interest on the Notes for the current Interest Accrual Period;
- (iii) the repayment of the principal of the Notes for the current Interest Accrual Period;

- (iv) the actual average prepayment rates of the Receivables as of the Determination Date corresponding to the Payment Date in question;
- (v) the average residual life of the Notes calculated pursuant to the assumptions regarding such actual average prepayment rate; and
- (vi) the Principal Amount Outstanding of each Note (after the repayment to be made on the Payment Date in question), and the percentage that such Principal Amount Outstanding represents of the total initial nominal value of each Note.

Notices specified in this section 4.2.1 shall be made in accordance with the provisions of section 4.2.3 below, and will also be submitted to CNMV, IBERCLEAR and AIAF at least two (2) Business Days in advance of each Payment Date.

4.2.1.1.2 *Information in relation to the underlying assets and the Fund*

In relation to the Receivables following a Payment Date, the following information shall be published on the Management Company's website: (i) Outstanding Balance of the Receivables; (ii) interest and principal amount to be paid under the Receivables; (iii) interest rate applicable under the Receivables; (iv) residual maturity of the Receivables; (v) Outstanding Balance of the Defaulted Receivables and cumulative amount of Defaulted Receivables from the Date of Incorporation.

In relation to the economic and financial position of the Fund, the Management Company shall prepare and publish on its website a report on the source and subsequent application of the Available Funds in accordance with the Pre-Enforcement Priority of Payments.

4.2.1.1.3 *Reports*

The Management Company will submit to CNMV the following reports:

- (i) The annual report referred to in article 35.1 of Law 5/2015 containing, *inter alia*, the financial statements (balance sheet, profit & loss account, cash flow and recognised income and expense statements, annual report and management report) and audit report, within four (4) months following the close of the Fund's financial year, which will coincide with the calendar year (i.e. prior to 30th April of each year).
- (ii) The quarterly reports referred to in article 35.3 of Law 5/2015, containing the Fund's quarterly financial statements within two (2) months following the end of each calendar quarter.

4.2.1.1.4 *Information referred to the EU Securitisation Regulation*

Pursuant to the obligations set out in article 7(2) of the EU Securitisation Regulation, the originator and the securitisation special purpose entity (the **SSPE**) of a securitisation shall designate amongst themselves one entity to submit the information set out in points (a), (b), (d), (e), (f) and (g) of article 7(1) to a registered securitisation repository of the EU Securitisation Regulation. The disclosure requirements of article 7 of the EU Securitisation Regulation apply in respect of the Notes.

The Commission Delegated Regulation (EU) 2020/1224 of 16 October 2019 supplementing the EU Securitisation Regulation with respect to regulatory technical standards specifying the information and the details of a securitisation to be made available by the originator, sponsor and SSPE (the **EU Disclosure RTS**) sets out the information and the details to be made available by the originator, the sponsor and the SSPE of a securitisation. Likewise, the Commission Implementing Regulation (EU) 2020/1225 of 29 October 2019 laying down implementing technical standards with regard to the

format and standardised templates for making available the information and details of a securitisation by the originator, sponsor and SSPE (the **EU Disclosure ITS**) set out the format and standardised templates for making available the information and details of a securitisation.

Article 7, in accordance with article 22.5 of the EU Securitisation Regulation

PSA Financial Services, in its capacity as reporting entity under the EU Securitisation Regulation (the **Reporting Entity**), directly or delegating to any other agent on its behalf, will:

- (i) following the Date of Incorporation:
 - (a) publish a quarterly investor report in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(e) of the EU Securitisation Regulation, the EU Disclosure RTS and the EU Disclosure ITS, no later than one (1) month after the relevant Payment Date;
 - (b) publish on a quarterly basis certain loan-by-loan information in relation to the Receivables in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(a) of the EU Securitisation Regulation, the EU Disclosure RTS and the EU Disclosure ITS, no later than one (1) month after the relevant Payment Date, and simultaneously with the quarterly investor report;
- (ii) publish, in accordance with article 7(1)(f) of the EU Securitisation Regulation, without delay, any inside information made public in accordance with article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on market abuse;
- (iii) publish without delay any significant event including any significant events described in article 7(1)(g) of the EU Securitisation Regulation; and
- (iv) make available, in accordance with the article 7(1)(b) and article 22.5 of the EU Securitisation Regulation, in any case within fifteen (15) calendar days of the Date of Incorporation, copies of the relevant Transaction Documents, the STS Notification and this Prospectus.

The Reporting Entity, directly or delegating to any other agent on its behalf, will publish or make otherwise available the reports and information referred to above as required under article 7 and article 22 of the EU Securitisation Regulation by means of the EU Securitisation Repository.

The Seller shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation and has been designated as the Reporting Entity for the purposes of article 7.2 of the EU Securitisation Regulation.

The Reporting Entity (or any agent on its behalf) will make the information referred to above available to the Noteholders, relevant competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors in the Notes. In addition, the Reporting Entity undertakes to provide information to and to comply with written confirmation requests of the EU Securitisation Repository, as required under Commission Delegated Regulation (EU) 2020/1229, including any relevant guidance and policy statements relating to the application thereof.

The quarterly investor reports shall include, in accordance with article 7(1), subparagraph (e)(iii) of the EU Securitisation Regulation, information about the risk retention, including information on which of the modalities provided for in article 6(3) has been applied, in accordance with article 6 of the EU Securitisation Regulation.

Article 22 of the EU Securitisation Regulation

Furthermore, in accordance with article 22 of the EU Securitisation Regulation, the Seller, as Originator, (or any agent on its behalf) will make available (or has made available on <https://www.psafinancialservices.es/> and/or the EU Securitisation Repository) to potential investors, before pricing, the following information:

- (i) delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, for a period no shorter than 5 years;
- (ii) a liability cash flow model, elaborated and published by INTEX and/or Bloomberg, which precisely represents the contractual relationship of the Receivables and the payments flowing between the Seller, the Fund and the Noteholders, (and shall, after pricing, make that model available to Noteholders on an ongoing basis and to potential investors upon request);
- (iii) upon request, the loan-by-loan information (including, inter alia, the information, if available related to the environmental performance of the assets) required by point (a) of the first subparagraph of article 7(1) of the EU Securitisation Regulation; and
- (iv) draft versions of the Transaction Documents and the STS Notification.

The final STS Notification will be made available to Noteholders on or about the Date of Incorporation or the Disbursement Date, and the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors.

The Seller may also resign its appointment as Reporting Entity by giving a prior notice to the Management Company. Notwithstanding the foregoing, such resignation will not become effective until a new entity has been designated to replace it in accordance with article 7.2 of the EU Securitisation Regulation.

Any failure by the Seller to fulfil such obligations may cause the transaction to be non-compliant with the EU Securitisation Regulation.

The breach of the transparency obligations under article 7 of the EU Securitisation Regulation may lead to pecuniary sanctions being imposed on the Fund (or eventually, the Management Company) or the Seller (as Originator) pursuant to article 32 of the EU Securitisation Regulation, without prejudice of the potential effect on the STS status of this transaction.

If a regulator determines that the transaction did not comply or is no longer in compliance with the reporting obligations, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes. The Fund (or eventually, the Management Company) and/or the Seller (as Originator) may be subject to administrative sanctions in the case of negligence or intentional infringement of the disclosure requirements, including pecuniary sanctions.

Any such pecuniary sanctions imposed on the Fund (or eventually, the Management Company) may materially adversely affect the Fund's ability to perform its obligations under the Notes and any such pecuniary sanction levied on the Seller (as Originator) may materially adversely affect the ability of the Seller to perform its obligations under the Transaction Documents and could have a negative impact on the price and liquidity of the Notes in the secondary market.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with article 5 of the EU Securitisation Regulation and none of the Seller (in its capacity as Reporting Entity), the Management Company (on behalf of the Fund), or the the Arranger, makes any representation that the information described above is sufficient in all circumstances for such purposes.

4.2.2. Extraordinary notices

Pursuant to article 36 of Law 5/2015, the Management Company must give immediate notice to CNMV and to its creditors of any material event specifically relevant to the situation or development of the Fund. Material facts specifically relevant to the Fund will be those that could have a significant impact on the Notes issued or on the Receivables.

In particular, material facts will include any relevant modification to the assets or liabilities of the Fund, the occurrence of any of the events referred to in the definition of the Revolving Period Early Termination Event, any amendment to the Deed of Incorporation, and, if applicable, the resolution on the setting-up of the Fund or any eventual decision regarding the Early Liquidation of the Fund and Early Redemption of the Notes for any of the causes established in this Prospectus. In the case of the latter, the Management Company will also submit to CNMV the certificate executed before a notary public evidencing the winding-up of the Fund and subsequent liquidation procedure described in section 4.4.5 of the Registration Document.

Notice of any change to the Deed of Incorporation must be provided by the Management Company to the Rating Agencies and will be published by the Management Company in the regular public information on the Fund and must also be published on the website of the Management Company.

This section also includes, *inter alia*, changes in the credit ratings of the Rated Notes and the steps to be taken if triggers are activated due to a downgrade in the rating of the counterparty to the financial agreements or due to any other cause.

4.2.3. Procedure

Notices to Noteholders which, pursuant to the above, must be provided by the Fund, through its Management Company, will be provided as follows:

(i) **Ordinary notices**

Ordinary periodical notices referred to in section 4.2.1 above shall be given by publication in AIAF daily bulletin or any other that may hereafter replace it or another of similar characteristics, or by publication as a relevant fact communication (*comunicación de otra información relevante*) or inside information communication (*comunicación de información privilegiada*) with CNMV.

(ii) **Extraordinary notices**

Extraordinary notices referred to in section 4.2.2 above shall be given by publication on CNMV as a relevant fact communication (*comunicación de otra información relevante*) or inside information communication (*comunicación de información privilegiada*).

These notices will be deemed to be provided on the date of publication thereof, and are appropriate for any day of the calendar, whether or not a Business Day (for purposes of this Prospectus).

Additionally, the Management Company may provide Noteholders with ordinary and extraordinary notices and other information of interest to them through its website (<https://www.tda-sgft.com/TdaWeb/jsp/fondos/Fondos.tda>).

Additionally, the aforementioned notices may also be given by means of their publication on other general media.

(iii) **Reporting to CNMV**

Information regarding the Fund will be forwarded to CNMV according to the formats contained in Circular 2/2016 regarding securitisation funds, as well as any information in addition to the above that is required by CNMV or pursuant to the applicable legal provisions at any time.

(iv) **Reporting to the Rating Agencies**

The Management Company will provide the Rating Agencies with periodic information on the status of the Fund and the performance of the Loans so that they may monitor the ratings of the Rated Notes and the special notices. It will also use its best efforts to provide such information when reasonably requested to do so and, in any case, when there is a significant change in the conditions of the Fund, in the agreements entered into by the Fund through its Management Company, or in the interested parties.

(v) **Information to be furnished by the Servicer to the Management Company**

In addition, the Servicer undertakes to inform the Management Company, on behalf of the Fund, on a monthly basis and in any case at the request thereof, of any payments default, prepayments or changes in interest rates, and give prompt notice of payment demands, judicial actions, and any other circumstances that affect the Loans.

The Servicer will also provide the Management Company with all documentation the latter may request in relation to such Loans, and particularly the documentation required by the Management Company to commence any judicial actions.

Mr. Ramón Pérez Hernández, in the name and on behalf of Titulización de Activos, S.G.F.T., S.A., acting in his capacity of CEO (*consejero delegado*) of the Management Company, hereby signs this Prospectus in Madrid, on 24 May 2022.



DEFINITIONS

Acceptance Date (Fecha de Aceptación) has the meaning ascribed in section 3.3.1.2.2 of the Additional Information.

Acquisition Amount (Importe de Adquisición) shall have the meaning given to that term in section 3.3.2.1 of the Additional Information.

Additional Information (Información Adicional) means the section “Additional Information” of this Prospectus, which includes additional information to the Securities Notes to be included in the Prospectus, prepared using the form provided in Annex 19 of the Prospectus Delegated Regulation.

Additional Receivables (Derechos de Crédito Adicionales) means the Receivables assigned by the Seller to the Fund during the Revolving Period, as set out in section 3.3.1.2 of the Additional Information.

Adhered Concessionaires (Concesionarios Adheridos) means any concessionaires of the Peugeot, Citroën and DS brands adhered to the Marketing Action.

Aggregate Portfolio (Cartera Total) means, on any given date, all the Initial Receivables and the Additional Receivables assigned by the Seller to the Fund up to such date, pursuant to the Master Sale and Purchase Agreement.

AIAF (AIAF) means AIAF Fixed-Income Market (*AIAF Mercado de Renta Fija*).

Amortising Loans (Préstamos estándar) shall have the meaning given to that term in section 2.2 of the Additional Information.

Ancillary Rights (Derechos Accesorios) means, with respect to each Receivable: (a) any ancillary rights including without limitation any security interests, guarantees or indemnities (whether over real or personal property and including, but not limited to, reservation of title provisions); and (b) any rights or compensations corresponding to the Seller under any insurance policy (including Optional Supplementary Services).

Arranger (Entidad Directora) means Banco Santander, S.A.

Assignment Date (Fecha de Cesión) has the meaning ascribed in section 3.3.1.2.2 of the Additional Information.

Available Funds (Fondos Disponibles) shall have the meaning given to that term in section 3.4.7.2.1 of the Additional Information.

Auditor (Auditor) means Deloitte, S.L.

A&O means Allen & Overy

Balloon Loans (Préstamos Balloon) shall have the meaning given to that term in section 2.2 of the Additional Information.

Balloon Instalment (Cuota Balloon) shall have the meaning given to that term in section 2.2 of the Additional Information.

Benchmarks Regulation (Reglamento de Índices) shall have the meaning given to that term in section 1.2.5 of the Risk Factors.

Bloomberg means Bloomberg Finance L.P.

BNPP (BNPP) means BNP Paribas Securities Services, Sucursal en España.

Borrower(s) (Deudor(es)) shall have the meaning given to that term in section 5.1 of the Registration Document.

BRRD (Directiva de Resolución Europea) means Directive 2014/59/EU, of May 15 establishing a framework for the recovery and resolution of credit institutions and investment firms.

Business Day (Día Hábil) means a day which is a TARGET2 Business Day other than (i) a Saturday, (ii) a Sunday or (iii) a public holiday in the city of Madrid (Spain).

Cash Reserve (Fondo de Reserva) means the cash reserve to be funded by the Management Company, for and on behalf of the Fund, in compliance with the provisions of section 3.4.2.2 of the Additional Information.

CET (CET) means Central European Time.

Circular 2/2016 (Circular 2/2016) shall have the meaning given to that term in section 2.1 of the Registration Document.

CIT Law (Ley del IS) shall have the meaning given to that term in section 4.5.4 of the Registration Document.

CIT Regulation (Reglamento de Impuesto sobre Sociedades) shall have the meaning given to that term in section 4.5.4 of the Registration Document.

Civil Code (Código Civil) means the Spanish Civil Code, approved by Royal Decree of 24 July 1889 (*Real Decreto de 24 de julio de 1889 por el que se publica el Código Civil*).

Civil Procedure Act (Ley de Enjuiciamiento Civil) means Law 1/2000 of 7 January on Civil Procedure (*Ley 1/2000, de 7 de enero, de Enjuiciamiento Civil*).

Citroën Dealer (Concesionario Citroën) means any authorised or franchised dealer for the Citroën brand in Spain.

Class (Clase) means each class of Notes.

Class A or Class A Notes (Clase A o Bonos de la Clase A) means Class A Notes with ISIN Code ES0305646004, issued by the Fund on the Date of Incorporation, having a total amount of FIVE HUNDRED FIFTY MILLION SIX HUNDRED THOUSAND EUROS (€ 550,600,000), made up of FIVE THOUSAND FIVE HUNDRED SIX (5,506) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

Class A Interest Rate (Tipo de Interés de la Clase A) shall have the meaning given in section 4.8.2 of the Securities Note.

Class B or Class B Notes (Clase B o Bonos de la Clase B) means the Class B Notes with ISIN code ES0305646012, issued by the Fund on the Date of Incorporation, having a total amount of FORTY MILLION NINE HUNDRED THOUSAND EUROS (€40,900,000), made up of FOUR HUNDRED NINE (409) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

Class B Interest Rate (Tipo de Interés de la Clase B) shall have the meaning given in section 4.8.2 of the Securities Note.

Class C or Class C Notes (Clase C o Bonos de la Clase C) means the Class C notes with ISIN code ES0305646020, issued by the Fund on the Date of Incorporation, having a total amount of THIRTY SIX

MILLION EIGHT HUNDRED THOUSAND EUROS (€36,800,000), made up of THREE HUNDRED SIXTY EIGHT (368) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

Class C Interest Rate (Tipo de Interés de la Clase C) shall have the meaning given in section 4.8.2 of the Securities Note.

Class D or Class D Notes (Clase D o Bonos de la Clase D) means the Class D Notes with ISIN code ES0305646038, issued by the Fund on the Date of Incorporation, having a total amount of FORTY EIGHT MILLION EUROS (€48,000,000), made up of FOUR HUNDRED EIGHTY (480) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

Class D Interest Rate (Tipo de Interés de la Clase D) shall have the meaning given in section 4.8.2 of the Securities Note.

Class E or Class E Notes (Clase E o Bonos de la Clase E) means the Class E Notes with ISIN code ES0305646046, issued by the Fund on the Date of Incorporation, having a total amount of TWENTY THREE MILLION SEVEN HUNDRED THOUSAND EUROS (€23,700,000), made up of TWO HUNDRED THIRTY SEVEN (237) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

Class E Interest Rate (Tipo de Interés de la Clase E) shall have the meaning given in section 4.8.2 of the Securities Note.

Class F or Class F Notes (Clase F o Bonos de la Clase F) means the Class F Notes with ISIN code ES0305646053, issued by the Fund on the Date of Incorporation, having a total amount of FIVE MILLION NINE HUNDRED THOUSAND EUROS (€5,900,000), made up of FIFTY NINE (59) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

Class F Interest Rate (Tipo de Interés de la Clase F) shall have the meaning given in section 4.8.2 of the Securities Note.

Class F Notes Target Amortisation Amount (Importe Objetivo de Amortización de la Clase F) means an amount equal to the minimum of (i) 3.33% of the initial balance of the Class F Notes and (ii) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the twelfth (12th) place.

Class E and Class F Notes Interest Deferral Trigger (Evento de Diferimiento de Intereses de la Clase E y de la Clase F) means a Cumulative Loss Ratio higher than 1.35%.

Clean-Up Call Event (Opción de Compra por Clean-Up) means, at any time, the aggregate Outstanding Balance of the Receivables falling below 10% of the Outstanding Balance of the Receivables on the Date of Incorporation.

CNMV (CNMV) means the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores).

COBS (COBS) shall have the meaning given to that term in section “UK MIFIR Product Governance – Professional Investors and ECPS only Target Market”.

Commercial Code (Código de Comercio) means the Spanish Commercial Code published by virtue of the Royal Decree of 22 August 1885 (*Real Decreto de 22 de agosto de 1885 por el que se publica el Código de Comercio*).

Consumer Protection Law (Ley General de Defensa de los Consumidores) means Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws.

Covid-19 Contractual Moratoriums (Moratorias Covid-19 Contractuales) shall have the meaning given to that term in section 3.7.1.7 of the Additional Information.

Covid-19 Legal Moratoriums (Moratorias Covid-19 Legales) shall have the meaning given to that term in section 3.7.1.7 of the Additional Information.

Covid-19 Moratoriums (Moratorias Covid-19) shall have the meaning given to that term in section 3.7.1.7 of the Additional Information.

CRA Regulation (Reglamento CRA) means Regulation (EC) no. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as subsequently amended.

CRR (CRR) means Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of 26 June 2013, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012.

CRR Assessment (Informe CRR) shall have the meaning given to that term in section 3.1.11 of the Securities Note.

CSA (CSA) means the credit support annex of the Interest Rate Swap Agreement.

Cumulative Loss Ratio (Ratio de Impago Acumulado) means, as of the Determination Date immediately preceding any Payment Date, the ratio, expressed as a percentage, between:

- (i) the sum of the Defaulted Amount of all Receivables that have become Defaulted Receivables from the Initial Assignment Cut-Off Date until the end of the corresponding Determination Period, reduced by the total amount of Principal Recoveries received during such period in respect of such Receivables, and
- (ii) the sum of (a) the Outstanding Balance of all the Receivables purchased by the Issuer as of the Initial Assignment Cut-Off Date and (b) the Outstanding Balance of all the Additional Receivables on the date of their respective assignment.

For the avoidance of doubt, for the purpose of calculating the numerator of the above ratio, the Outstanding Balance of each Defaulted Receivable shall be taken as at the last day of the Determination Period during which the relevant Receivable became a Defaulted Receivable.

Data Protection Law (Ley de Protección de Datos) shall have the meaning given to that term in section 3.7.1.1.4 of the Additional Information.

Date of Incorporation (Fecha de Constitución) means 26 May 2022.

DBRS or DBRS Morningstar means (i) for the purpose of identifying which DBRS entity which has assigned the credit rating to the Rated Notes, DBRS Ratings GmbH and any successor to this rating activity, and (ii) in any other case, any entity that is part of DBRS Morningstar, which is either registered or not under the CRA Regulation, as it appears from the last available list published by ESMA on the ESMA website, or any other applicable regulation.

DBRS Minimum Rating (Calificación Mínima DBRS) shall have the meaning given to that term in section 3.4.5.1.5 of the Additional Information.

Deed of Incorporation (Escritura de Constitución) means the public deed (*escritura pública*) of incorporation of the Fund and issue of the Notes granted on the Date of Incorporation.

Defaulted Amount (Importe de Fallidos) means the Outstanding Balance of the Defaulted Receivable(s).

Defaulted Receivables (Derechos de Crédito Fallidos) means, at any time, the Receivables arising from Loans in respect of which: (i) there is any material credit obligation (including any amount of principal, interest or fee) which is past due more than 90 consecutive calendar days⁷; or (iii) the Servicer, in accordance with the Servicing Policies, considers that the relevant Borrower is unlikely to pay the instalments under the Loans as they fall due. For the avoidance of doubt, once a Receivable has been classified as a Defaulted Receivable, it will remain classified as such.

Definitions (Definiciones) means the glossary of definitions included in this Prospectus.

Delegated Regulation (EU) 2019/979 means Commission Delegated Regulation (EU) 2019/979, of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council with regard to regulatory technical standards on key financial information in the summary of a prospectus, the publication and classification of prospectuses, advertisements for securities, supplements to a prospectus, and the notification portal, and repealing Commission Delegated Regulation (EU) 382/2014 and Commission Delegated Regulation (EU) 2016/301.

Delinquency Ratio (Ratio de Morosos) means the aggregate Outstanding Balances of the Delinquent Receivables divided by the aggregate Outstanding Balances of the Receivables, expressed as a percentage.

Delinquent Receivables (Derechos de Crédito Morosos) means, at any time, any Receivable which is overdue but that is not a Defaulted Receivable.

Determination Date (Fecha de Determinación) has the meaning ascribed in section 3.3.1.2.2 of the Additional Information.

Determination Period (Periodo de Determinación) means (i) prior to a mandatory Early Liquidation of the Fund, each period commencing on (but excluding) a Determination Date and ending on (and including) the immediately following Determination Date, provided that the first Determination Period will commence on (and including) the Initial Assignment Cut-Off Date and will end on (and including) the Determination Date immediately preceding the First Payment Date, or (ii) following a mandatory Early Liquidation of the Fund, any such period as determined by the Management Company.

Disbursement Date (Fecha de Desembolso) means 31 May 2022.

DS Dealer (Concesionario DS) means any authorised or franchised dealer for the DS brand in Spain.

Early Liquidation of the Fund (Liquidación Anticipada del Fondo) shall have the meaning given to that term in section 4.4.3.1 of the Registration Document.

Early Redemption Date (Fecha de Amortización Anticipada) means the date on which the early redemption of the Notes takes place, which does not need to be a Payment Date.

Early Redemption Notice (Notificación de Amortización Anticipada) shall have the meaning given to that term in section 4.4.3.2 of the Registration Document.

Early Redemption of the Notes (Amortización Anticipada de los Bonos) shall have the meaning given to that term in section 4.4.3.1 of the Registration Document.

⁷ The materiality thresholds are set in accordance with Article 178(2)(d) of Regulation (EU) No 575/2013 and technical past due situations are not considered as defaults.

EBA (ABE) shall have the meaning given to that term in section 1.2 of the Additional Information.

ECB (BCE) means European Central Bank (*Banco Central Europeo*).

EEA (EEE) means the European Economic Area (*Espacio Económico Europeo*).

EDW means European DataWarehouse GmbH.

Eligibility Criteria (Criterios de Elegibilidad) means the Individual Eligibility Criteria and the Global Eligibility Criteria.

EMMI (EMMI) means the European Money Markets Institute who provides and administers the EURIBOR.

ESMA (AEVM) means the European Securities and Markets Authority (*Autoridad Europea de Valores y Mercados*).

EURIBOR means shall have the meaning given to that term in section 4.8.3 of the Securities Note.

Euribor Provider means BNPP.

EU Disclosure ITS (Reglamentos Técnicos de Desarrollo de Implementación) means Commission Implementing Regulation (EU) 2020/1225 of 29 October 2019 laying down implementing technical standards with regard to the format and standardised templates for making available the information and details of a securitisation by the originator, sponsor and SSPE.

EU Disclosure RTS (Reglamentos Técnicos de Desarrollo Regulatorio) means Commission Delegated Regulation (EU) 2020/1224 of 16 October 2019 supplementing the EU Securitisation Regulation with respect to regulatory technical standards specifying the information and the details of a securitisation to be made available by the originator, sponsor and SSPE.

EU PRIIPs Regulation (Reglamento PRIIPs Europeo) means Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for package retail and insurance-based investment products.

EU Securitisation Regulation (Reglamento Europeo de Titulización) means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012.

EU Securitisation Repository (Registro Europeo de Titulizaciones) means EDW, appointed by the Management Company, on behalf of the Fund, as ESMA-registered securitisation repository, or its substitute, successor or replacement that is registered with ESMA under the EU Securitisation Regulation.

Eurosystem Eligible Collateral (Colateral Elegible para el Eurosistema) shall have the meaning given to that term in section 1.2.2 of the Risk Factors.

Event of Replacement of the Servicer (Evento de Sustitución del Administrador) shall have the meaning given to that term in section 3.7.1.1.2 of the Additional Information.

Exchange Act (Ley de Mercado de Valores de U.S.) means the U.S. Securities Exchange Act of 1934, as amended from time to time.

Extraordinary Expenses (Gastos Extraordinarios) shall have the meaning given to that term in section 3.4.7.4.2 of the Additional Information.

Final Determined Amount (Importe Determinado Final) means, in relation to any Delinquent Receivable or to any Defaulted Receivable, the Outstanding Balance of such Delinquent Receivable or Defaulted Receivable at the immediately preceding Determination Period minus an amount equal to any IFRS9 Provisioned Amount for such Delinquent Receivable or Defaulted Receivable. For the avoidance of doubt, for the purposes of calculating the Final Determined Amount, the Outstanding Balance of each Defaulted Receivable shall be taken as at the last day of the immediately preceding Determination Period, after deducting from the Defaulted Amount any realised principal recoveries already received by the Fund or by the Servicer in respect of such Defaulted Receivable but deducting from such recoveries any amounts returned or to be returned to the Borrower arising from returns of receivables.

Final Maturity Date (Fecha de Vencimiento Final) means 15 February 2030.

Final Repurchase Price (Precio de Recompra Final) means the repurchase price of the Receivables which shall be equal to the sum of:

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

Financial Intermediation Margin (Margen de Intermediación Financiera) means any variable and subordinated remuneration to which the Seller is entitled once payment of the other items under the relevant Priority of Payments have been made.

Floating Rate Notes (Bonos a Tipo Variable) means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

Fixed Rate Notes (Bonos a Tipo Fijo) means the Class F Notes.

First Payment Date (Primera Fecha de Pago) means the Payment Date falling on 29 August 2022.

First Swap Required Ratings (Primeros Ratings Requeridos del Swap) shall have the meaning given to that term in section 3.4.8.1.8 of the Additional Information

Fund or Issuer (Fondo o Emisor) means Auto ABS Spanish Loans 2022-1, Fondo de Titulización.

Fund Accounts (Cuentas del Fondo) means the Treasury Account, the Principal Account and the Swap Collateral Account.

Fund Swap Amount (Cantidad a Pagar por el Fondo bajo el Swap) shall have the meaning given to that term in section 3.4.8.1.4 of the Additional Information.

Fund Accounts Provider (Proveedor de Cuentas del Fondo) means BNPP.

General Data Protection Regulation (Reglamento General de Protección de Datos) shall have the meaning given to that term in section 3.7.1.1.4 of the Additional Information.

General Tax Regulations (Reglamento General Fiscal) shall have the meaning given to that term in section 4.5.4 of the Registration Document.

Global Eligibility Criteria (Criterios de Elegibilidad Globales) shall have the meaning given to that term in section 2.2.2.8.2 of the Additional Information.

Guideline (Directrices) shall have the meaning given to that term in section 1.2.2 of the Risk Factors.

Global Agreement (Acuerdo Global) shall have the meaning given to that term in section 1.1.1 of the Risk Factors.

IBERCLEAR (IBERCLEAR) means Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal.

IFRS9 Provisioned Amount (Importe Provisionado IFRS9) means, with respect to any Delinquent Receivable, any amount that constitutes any expected credit loss for such Delinquent Receivable as determined by the Seller in accordance with IFRS9 or any such equivalent financial reporting standard promulgated by the International Accounting Standards Board in order to replace IFRS9.

IFRS9 (IFRS9) means the International Financial Reporting standard 9 issued by the International Accounting Standards Board (IASB) in July 2014, which introduced an “expected credit loss” (ECL) framework for the recognition of impairment. Under such reporting standard, impairment of loans is recognised -on an individual or collective basis- in three stages:

- Stage 1: when credit risk has not increased significantly since initial recognition.
- Stage 2: when credit risk has increased significantly since initial recognition.
- Stage 3: when the loan’s credit risk increases to the point where it is considered credit impaired.

Individual Eligibility Criteria (Criterios de Elegibilidad Individuales) shall have the meaning given to that term in section 2.2.2.8.1 of the Additional Information.

Information Dates (Fechas de Información) has the meaning ascribed in section 3.3.1.2.2 of the Additional Information.

Initial Assignment Cut-Off Date (Fecha de Efectos de la Cesión) means 16 May 2022. Notwithstanding the assignment of the Initial Receivables will take place on the Initial Assignment Date, the Seller and the Management Company have agreed that the assignment of the Initial Receivables to the Fund will have economic effects from (and including) the Initial Assignment Cut-Off Date.

Initial Assignment Date (Fecha de Cesión Inicial) means the Date of Incorporation.

Initial Cash Reserve Amount shall have the meaning given to that term in section 3.4.2.2.3 of the Additional Information.

Initial Expenses (Gastos Iniciales) shall have the meaning given to that term in section 6.1 of the Securities Note.

Initial Interest Accrual Period (Periodo de Devengo de Intereses Inicial) means shall have the meaning given to that term in section 4.8.7 of the Securities Note.

Initial Receivables (Derechos de Crédito Iniciales) means each and any of the Receivables assigned to the Fund on the Initial Assignment Date.

Insolvency Event (Evento de Insolvencia) means, with respect to any person or entity:

- (i) the declaration of insolvency (*declaración de concurso*), including the filing of any request for the declaration of voluntary or mandatory insolvency (*concurso voluntario o necesario*) or the taking or passing of any resolution approving such filing and/or the filing of an application under Second Book (*Libro Segundo*) bis of Insolvency Law and/or the filing of a request for judicial homologation (*homologación judicial*) under articles 606 et seq. of the Insolvency Law;
- (ii) such person or entity falling into any of the categories set out in article 363 of the Spanish Companies Act which would require it to be dissolved, once the deadline of two (2) months set out in article 367 of the Spanish Companies Act to remedy the cause of dissolution has elapsed;
- (iii) any event with respect to itself which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs above;
- (iv) such person or entity being unable or admitting its inability to pay its debts as they fall due;
- (v) such person or entity being deemed, or being declared by a court of competent jurisdiction, to be insolvent or unable to pay its debts as they fall due under Spanish law or under the laws applicable to its jurisdiction of incorporation; or
- (vi) such person or entity suspending or threatening (by way of written notice) to suspend making payments on its debts as a whole generally as they fall due.

Insolvency Law (Ley Concursal) means the restated text of the Insolvency Law (*texto refundido de la Ley Concursal*), approved by Royal Legislative Decree 1/2020, of May 5 (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*), as amended, supplemented or replaced from time to time.

Interest Accrual Period (Periodo de Devengo de Intereses) shall have the meaning given to that term in section 4.8.7 of the Additional Information.

Insurance Distribution Directive (Directiva de Distribución de Seguros) means Directive (EU) 2016/97, of the European Parliament and of the Council of 20 January 2016 on insurance distribution.

Interest Components (Componentes de Intereses) means the amounts collected for any concept other than Principal Components received by the Fund during the corresponding Determination Period, after the Accrued Interest has been deducted.

Interest Rate (Tipo de Interés) means the rate of interest applicable to the Notes.

Interest Rate Swap Agreement (Contrato de Cobertura de Tipos de Interés Swap) shall have the meaning given to that term in section 3.4.8.1 of the Additional Information.

Interest Rate Swap Required Ratings (Ratings Requeridos Swap) shall have the meaning given to that term in section 3.4.8.1.8 of the Additional Information.

Interest Rate Swap Transaction or Interest Rate Swap (Operación del Swap) shall have the meaning given to that term in section 1.1.7 of the Risk Factors.

Interest Recoveries (Recuperaciones de Intereses) means any recoveries received in respect of Defaulted Receivables in excess of the Principal Recoveries.

INTEX means Intex Solutions, Inc.

Joint Venture (Joint Venture) means any entities incorporated with the purpose of formalising the cooperation between Stellantis group and Banco Santander group.

Law 5/2015 (Ley 5/2015) means Law 5/2015, of 27 April, on the Promotion of Enterprise Funding.

Law 10/2014 (Ley 10/2014) shall have the meaning given to that term in section 4.5.4 of the Registration Document.

Law 16/2011 (Ley 16/2011) shall have the meaning given to that term in section 2.2 of the Additional Information.

Law 7/1998 (Ley 7/1998) shall have the meaning given to that term in section 2.2.1 of the Additional Information.

Legal Maturity Date (Fecha de Vencimiento Legal) means 28 February 2032 (subject to the Modified Following Business Day Convention).

LEI Code (Código LEI) means the Legal Entity Identifier code.

Liquidation Expenses (Gastos de Liquidación) means any expenses arising from the liquidation of the Fund.

Loan (Préstamo) shall have the meaning given to that term in section 5.1 of the Registration Document.

Loan Agreement (Contrato de Préstamo) means the loan agreements entered into with the Borrowers by virtue of which the Loans are granted in favour of the Borrowers in accordance with the terms thereof.

Management Company (Sociedad Gestora) means Titulización de Activos, S.G.F.T., S.A.

Management and Subscription Agreement (Contrato de Dirección y Suscripción) shall have the meaning given to that term in section 4.2.3 of the Securities Note.

Marketing Action (Acción Comercial) means the marketing action promoted by PSAG and addressed to the concessionaires of the Peugeot, Citroën and DS brands under which PSAG has offered such concessionaires the possibility to acquire the Vehicles returned by the Borrowers in accordance with Option #1 or Option #4 of the Balloon Loans and, in the event of exercise by such concessionaire of the option of the Borrower, the relevant concessionaire shall acquire the relevant Vehicle upon return by the Borrower but in any case on or before the maturity date of the Balloon Loan for a purchase price that is equal to the initially agreed Balloon Instalment.

Master Sale and Purchase Agreement (Contrato de Cesión de Derechos de Crédito) means the master receivables sale and purchase agreement to be entered into on the Date of Incorporation by the Management Company, for and on behalf of the Fund, and the Seller, by virtue of which the Receivables shall be assigned to the Fund.

Material Adverse Change (Cambio Material Adverso) means, any adverse change or event in (i) the condition (financial or otherwise), business, prospects, results of operations or general affairs of the Seller or the Management Company (as applicable) or (ii) the national or international financial, political or economic conditions or currency exchange rates or exchange controls since the Date of Incorporation, which would be likely to materially prejudice the success of the offering and distribution of the Notes or dealing in the Notes in the secondary market or which is otherwise material in the context of the issue of the Notes.

Maximum Receivables Amount (Importe Máximo de Derechos de Crédito) shall have the meaning given to that term in section 2.2(B) of the Additional Information.

MiFID II (MiFID II) means Directive 2014/65/UE of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

MIFIR (MIFIR) means Regulation 600/2013/UE of the European Parliament and of Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012.

Modified Following Business Day Convention (Convención del Siguiete Día Hábil Modificado) shall have the meaning given to that term in section 4.8.7 of the Securities Note.

Moody's (Moody's) means Moody's Investors Service España, S.A.

Moody's Minimum Rating (Calificación Mínima Moody's) shall have the meaning given to that term in section 3.4.5.1.5 of the Additional Information.

Moratoriums (Moratorias) shall have the meaning given to that term in section 3.7.1.7 of the Additional Information.

NCA Interpretation (Interpretación de la ACN) shall have the meaning given to that term in section 1.2 of the Additional Information.

NCA's (ACN's) shall have the meaning given to that term in section 1.2 of the Additional Information.

New Vehicles (Vehículos Nuevos) means any Vehicle of the Peugeot, Citroën or DS brand with no previous owner that has been registered (*matriculado*) for the first time or less than 12 months have elapsed since its registration (*matriculación*), and is sold for the first time by a Peugeot Dealer, a Citroën Dealer or a DS Dealer pursuant to a purchase contract and financed pursuant to a Loan.

Non-Defaulted Receivables (Derechos de Crédito No Fallidos) means, at any time, any Receivable that is not a Defaulted Receivable.

Notarial Act (Ley del Notariado) means the Notarial Act, of 28 May 1862 (*Ley del Notariado de 28 de mayo de 1862*).

Notes (Bonos) shall have the meaning given to that term in section 5.1 of the Registration Document.

Notes Maturity Date (Fecha de Vencimiento Final de los Bonos) has the meaning ascribed in section 4.9.2 of the Securities Note.

Noteholders or holders (Bonistas) means any and all holders of any of the Notes in accordance with the applicable laws and regulations (including, without limitation, Royal Decree 878/2015 and the relevant regulations of IBERCLEAR).

Notional Amount (Importe Nocial) shall have the meaning given to that term in section 3.4.8.1.2 of the Additional Information.

Offer Date (Fecha de Oferta) has the meaning ascribed in section 3.3.1.2.2 of the Additional Information.

Offer Request Dates (Fechas de Solicitud de Oferta) has the meaning ascribed in section 3.3.1.2.2 of the Additional Information.

Optional Supplementary Services (Servicios Suplementarios Opcionales) means the complementary services to the Loan Agreements and related to, if applicable, insurance policies that provide an additional guarantee over the financial transaction or the financed asset, which are Ancillary Rights to the Receivables arising from the execution of the Loan Agreement or the acquisition of the Vehicle.

Ordinary Expenses (Gastos Ordinarios) shall have the meaning given to that term in section 3.4.7.4.1 of the Additional Information.

Outstanding Balance of the Receivables or Outstanding Balance (Saldo Vivo de los Derechos de Crédito o Saldo Vivo) means at any time and with respect to any Receivable, the principal amounts due and payable and uncollected together with the principal amounts due but not yet payable.

Outstanding Balance of the Defaulted Receivables (Saldo Vivo de los Derechos de Crédito Fallidos) means the sum of the principal amounts due but not yet payable and of the principal amounts due and payable to the Fund under the Defaulted Receivables.

Outstanding Balance of the Non-Defaulted Receivables (Saldo Vivo de los Derechos de Crédito No Fallidos) means the Outstanding Balance of the Receivables less the Outstanding Balance of the Defaulted Receivables.

Outstanding Balance of the Initial Receivables (Saldo Vivo de los Derechos de Crédito Iniciales) means at any time and with respect to any Initial Receivable, the principal amounts due and uncollected together with the principal amounts of the Initial Receivables not yet due.

Outstanding Balance of the Additional Receivables (Saldo Vivo de los Derechos de Crédito Adicionales) means at any time and with respect to any Additional Receivable, the principal amounts due and uncollected together with the principal amounts of the Additional Receivables not yet due.

Paying Agent (Agente de Pagos) means BNPP in its capacity as paying agent appointed by the Management Company, or such other entity as may be selected by the Management Company, on behalf of the Fund, to act in its place.

Paying Agency Agreement (Contrato de Agencia de Pagos) shall have the meaning given to that term in section 5.2.1 of the Additional Information.

Payment Dates (Fechas de Pago) has the meaning ascribed in section 4.8.7 of the Securities Note.

Public Document (Documento Público) means either a public deed (*escritura pública*) or a commercial deed (*póliza*) as those are defined in the Civil Code and the Civil Procedure Act.

PCS means Prime Collateralised Securities (EU) SAS.

PCS Assessments (Informes de PCS) shall have the meaning given to that term in section 3.1.11 of the Securities Note.

Pérez-Llorca means Pérez-Llorca Abogados, S.L.P.

Personal Data Record or PDR (Registro de Datos Personales o RDP) shall have the meaning given to that term in section 3.7.1.1.4 of the Additional Information.

Peugeot Dealer (Concesionario Peugeot) means any authorised or franchised dealer for the Peugeot brand in Spain.

Portfolio Cut-Off Date (Fecha de Corte) means 18 April 2022.

Post-Enforcement Available Funds (Fondos Disponibles de Liquidación) shall have the meaning given to that term in section 3.4.7.3.1 of the Additional Information.

Post-Enforcement Priority of Payments (Orden de Prelación de Pagos de Liquidación) shall have the meaning given to that term in section 3.4.7.3.2 of the Additional Information.

Post-Enforcement Regulatory Call Priority of Payments (Orden de Prelación de Pagos Post-Liquidación en caso de Cambio Regulatorio) shall have the meaning given to that term in section 3.4.7.3.3 of the Additional Information.

Preliminary Portfolio (Cartera Preliminar) shall have the meaning given to that term in section 2.2.2.1 of the Additional Information.

Pre-Enforcement Priority of Payments (Orden de Prelación de Pagos Pre-Liquidación) shall have the meaning given to that term in section 3.4.7.2.2 of the Additional Information.

Pre-Enforcement Regulatory Call Priority of Payments (Orden de Prelación de Pagos Pre-Liquidación en caso de Cambio Regulatorio) shall have the meaning given to that term in section 3.4.7.2.3(ii) of the Additional Information.

Pre-Hedge Transaction (Operación de Pre-Hedge) shall have the meaning given to that term in section 3.4.8.1.3 of the Additional Information.

Pre-Hedge Novation Amount (Cantidad a Pagar por la Novación de la Operación de Pre-Hedge) shall have the meaning given to that term in section 3.4.8.1.3 of the Additional Information.

Pre-Hedge Rate (Tipo Aplicable bajo la Operación de Pre-Hedge) shall have the meaning given to that term in section 3.4.8.1.3 of the Additional Information.

Pre-Hedge Transaction Date (Fecha de la Operación de Pre-Hedge) shall have the meaning given to that term in section 3.4.8.1.3 of the Additional Information.

Principal Account (Cuenta Principal) means the account to be opened with the Fund Accounts Provider in the name of the Fund by the Management Company in accordance with section 3.4.5.1.3 of the Additional Information, the operation of which will be covered by the Reinvestment Agreement.

Principal Amount Outstanding or Principal Amount Outstanding of the Notes (Saldo Vivo o Salvo Vivo de Principal de los Bonos) means, at any time and with respect to any Notes or Classes of Notes, the principal amount of the Notes upon issue, less the aggregate amount of principal payments made on such Notes on or prior to such date.

Principal Components (Componentes de Principal) means the amounts collected by the Fund during the relevant Determination Period representing the principal of the Receivables received by the Fund.

Principal Recoveries (Recobros de Principal) means any recoveries received in respect of Defaulted Receivables up to an amount equal to the Outstanding Balance of such Defaulted Receivable.

Principal Target Redemption Amount (Importe Objetivo de Amortización de Principal) shall have the meaning given to that term in section 4.6.3.1.1 of the Securities Note.

Priority of Payments (Orden de Relación de Pagos) means the Pre-Enforcement Priority of Payments (including as amended by the Regulatory Call Priority of Payments or the Seller Loan Priority of Payments, as applicable) or the Post-Enforcement Priority of Payments, as applicable.

Pro-Rata Redemption Period (Periodo de Amortización Pro-Rata) means the period starting on the Revolving Period End Date (excluded) and ending on the Payment Date immediately following the occurrence of a Subordination Event (excluded).

Pro-Rata Redemption Ratio (Ratio de Amortización Pro-Rata) means for Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes, the percentage that results from the following ratio: the Principal

Amount Outstanding of the relevant Class of Notes, divided by the sum of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, and calculated for each Interest Accrual Period using the balances before the application of the Pre-Enforcement Priority of Payments.

Pro-Rata Target Redemption Amount (Importe Objetivo de Amortización Pro-Rata) means, for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, an amount equal to the Principal Target Redemption Amount multiplied by the Pro-Rata Redemption Ratio.

Prospectus (Folleto) means this document registered with CNMV, as provided for in the Prospectus Regulation and the Prospectus Delegated Regulation.

Prospectus Delegated Regulation (Reglamento Delegado de Folletos) means the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004.

Prospectus Regulation (Reglamento de Folletos) means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

PSA Financial Services (PSA Financial Services) means PSA Financial Services Spain, E.F.C., S.A.

PSA Financial Services Policies (Políticas de PSA Financial Services) shall have the meaning given to that term in section 2.2.7 of the Additional Information.

PSAG (PSAG) means PSAG AUTOMÓVILES COMERCIAL ESPAÑA, S.A.

Purchase Date (Fecha de Compra) has the meaning ascribed in section 3.3.1.2.2 of the Additional Information.

Rated Notes (Bonos con Rating) means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

Rating Agencies (Agencias de Calificación) means Moody's and DBRS.

Receivables (Derechos de Crédito) shall have the meaning given to that term in section 5.1 of the Registration Document.

Receivables Accrued Interest (Intereses Corridos de los Derechos de Crédito) shall have the meaning given to that term in section 3.3.2.1 of the Additional Information.

Receivables Principal (Principal de los Derechos de Crédito) shall have the meaning given to that term in section 3.3.2.1 of the Additional Information.

Reference Rate (Tipo de Referencia) shall have the meaning given to that term in section 4.8.3 of the Securities Note.

Reference Rate Determination Date (Fecha de Determinación del Tipo de Referencia) shall have the meaning given to that term in section 4.8.3 of the Securities Note.

Registration Document (Documento de Registro) means the asset-backed securities registration document section of this Prospectus, prepared using the form provided in Annex 9 of the Prospectus Delegated Regulation.

Regulation S (Regulation S) means the regulation S under the Securities Act.

Regulatory Call Event (Opción de Compra por Cambio Regulatorio) means:

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

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

Regulatory Call Allocated Amount (Cantidad de Amortización en caso de Cambio Regulatorio) shall have the meaning given to that term in section 3.4.7.2.3 of the Additional Information.

Regulatory Redemption Notice (Notificación de Amortización por Cambio Regulatorio) shall have the meaning given to that term in section 4.9.2.3 of the Securities Note.

Reinvestment Agreement (Contrato de Reinversión) shall have the meaning given to that term in section 3.4.5.1 of the Additional Information.

Reporting Entity (Entidad Informadora) means the Seller, as the entity designated to fulfil the information requirements according to EU Securitisation Regulation.

Retail Instalment Sales Act (Ley de Venta a Plazos de Bienes Muebles) means Law 28/1998, of 13 July, on instalment sales of movable assets (*Ley 28/1998, de 13 de julio, de Venta a Plazos de Bienes Muebles*).

Revolving Period (Periodo Revolving) shall have the meaning given to that term in section 4.9.2.1.1 of the Securities Note.

Revolving Period Early Termination Event (Evento de Terminación Anticipada del Periodo Recarga) shall have the meaning given to that term in section 4.9.2.1.1 of the Securities Note.

Revolving Period End Date (Fecha de Terminación del Periodo Recarga) has the meaning ascribed in section 4.9.2.1.1 of the Securities Note.

Risk Factors (Factores de Riesgo) means the section of this Prospectus describing of the major risk factors linked to the Issuer, the Notes and the Receivables.

Risk Retention U.S. Persons (Personas de U.S. Encargadas de la Retención del Riesgo) shall have the meaning given to that term in section 3.4.3.2 of the Additional Information.

Royal Decree-Law 11/2020 (Real Decreto 11/2020) means the Royal Decree-Law 11/2020, of 31 March, adopting a new set of additional emergency measures to tackle the social and economic impact of Covid-19.

Royal Decree 878/2015 (Real Decreto 878/2015) means the Royal Decree 878/2015, of October 2, on compensation, settlement and registration of negotiable securities represented through book entries (as amended from time to time).

Royal Decree 1310/2005 (Real Decreto 1310/2005) means Royal Decree 1310/2005, of 4 November, partly implementing Securities Market Law 24/1988 of 28 July in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose.

Second Swap Required Ratings (Segundos Ratings Requeridos del Swap) shall have the meaning given to that term in section 3.4.8.1.8 of the Additional Information

Securities Act (Ley de Valores) means the United States Securities Act of 1933, as amended from time to time.

Securities Market Act (Ley del Mercado de Valores) means the consolidated text of the Securities Market Act approved by Legislative Royal Decree 4/2015 of 23 October (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores*).

Securities Note (Nota de Valores) means the securities note section of this Prospectus, prepared using the form provided in Annex 15 of the Prospectus Delegated Regulation.

Securitisation EU Exit Regulations (Regulación de Salida de la UE en material de Titulización) shall have the meaning given to that term in section “*Important Notice – UK Affected Investors*”.

Seller or Originator (Cedente u Originador) means PSA Financial Services, E.F.C., S.A.

Seller’s Call (Opción del Cedente) means the exercise by the Seller of its right to instruct the Management Company to redeem of the Notes (or the relevant Classes of Notes) in full (but not in part) following a Clean-up Call Event, a Tax Call Event or a Regulatory Call Event.

Seller Loan (Préstamo del Cedente) shall have the meaning given to that term in section 3.4.4.2 of the Additional Information.

Seller Loan Advance Amount (Importe de Amortización del Préstamo del Cedente) shall have the meaning given to that term in section 4.9.2.3 of the Securities Note.

Seller Loan Priority of Payments (Orden de Prelación de Pagos Pre-Liquidación en caso de Préstamo del Cedente) shall have the meaning given to that term in section 3.4.7.2.3(iii) of the Additional Information.

Sequential Redemption Period (Periodo de Amortización Secuencial) means the period starting from (and including) the Payment Date immediately following the occurrence of a Subordination Event, and ending on (and including) the earlier of (i) the Legal Maturity Date; (ii) the Payment Date on which the Rated Notes are redeemed in full; or (iii) the Early Redemption Date.

Servicer (Administrador) means PSA Financial Services, E.F.C., S.A.

Servicer’s Fee (Comisión del Administrador) shall have the meaning given to that term in section 3.7.1.13 of the Additional Information.

Servicing Policies (Políticas de Gestión) means the servicing and management policies usually applied by the Servicer in relation to the Receivables, as amended from time to time.

Spanish Companies Act (Ley de Sociedades de Capital) means Royal Decree-Law 1/2010 of 2 July approving the Restated Text of the Spanish Companies Act, approved by Royal Decree-Legislative 1/2010, of 2 July, as

amended from time to time (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*).

Special Securitisation Report on the Preliminary Portfolio (Informe de Especial de Titulización sobre la Cartera Preliminar) shall have the meaning given to that term in section 3.1.8 of the Securities Note.

SSPE means the securitisation special purpose entity for the purposes of EU Securitisation Regulation.

STS Notification (Notificación STS) shall have the meaning given to that term in section 1.1 of the Additional Information.

STS Securitisation (Titulización STS) shall have the meaning given to that term in section 2.2.1 of the Risk Factors.

STS Verification (Verificación STS) shall have the meaning given to that term in section 2.2.1 of the Risk Factors.

Start-Up Expenses Loan (Préstamos de Gastos Iniciales) shall have the meaning given to that term in section 3.4.4.1 of the Additional Information.

Start-Up Expenses Loan Agreement (Contrato de Préstamo de Gastos Iniciales) shall have the meaning given to that term in section 3.4.4.1 of the Additional Information.

Start-Up Expenses Loan Provider (Proveedor del Préstamo para Gastos Iniciales) shall have the meaning given to that term in section 3.4.4.1 of the Additional Information.

Subordination Event (Evento de Subordinación) shall have the meaning given to that term in section 4.9.2.1.3 of the Securities Note.

Subscription Date (Fecha de Suscripción) means the immediately preceding Business Day to the Disbursement Date.

Swap Calculation Agent (Agente de Cálculo del Swap) means Banco Santander, S.A.

Swap Calculation Period means (other than the first Swap Calculation Period), each period that commences on (and includes) a Swap Payment Date and ends on (but excludes) the immediately following Swap Payment Date and in respect of the first Swap Calculation Period, means the period commencing on (and including) the Disbursement Date and ending on (but excluding) the first Swap Payment Date.

Swap Collateral Account (Cuenta de Colateral del Swap) means the EUROS denominated account established in the name of the Fund where any collateral posted by the Swap Counterparty under the Interest Rate Swap Agreement will be deposited in accordance with section 3.4.5.1.4 of the Additional Information, or such other substitute account as may be opened in accordance with the Reinvestment Agreement.

Swap Counterparty (Contrapartida del Swap) means Banco Santander, S.A.

Swap Counterparty Amount (Cantidad a Pagar por la Contrapartida del Swap bajo el Swap) shall have the meaning given to that term in section 3.4.8.1.4 of the Additional Information.

Swap Counterparty Default (Supuesto de Incumplimiento de la Contrapartida del Swap) means the occurrence of an "Event of Default" (as defined in the Interest Rate Swap Agreement) in respect of which the Swap Counterparty is the "Defaulting Party" (as defined in the Interest Rate Swap Agreement).

Swap Counterparty Downgrade Event (Supuesto de Bajada del Rating de la Contrapartida del Swap) shall have the meaning given to that term in section 3.4.8.1.8 of the Additional Information.

Swap Counterparty Termination Event (Supuesto de Terminación Objetiva de la Contrapartida del Swap) means the occurrence of a "Termination Event" (as defined in the Interest Rate Swap Agreement) in respect of which the Swap Counterparty is the sole "Affected Party" (as defined in the Interest Rate Swap Agreement).

Swap Early Termination Date (Fecha de Amortización Anticipada del Swap) means the date designated pursuant to the terms of the Interest Rate Swap Agreement as the "Early Termination Date" (as defined in the Interest Rate Swap Agreement) with respect to the Interest Rate Swap Transaction.

Swap Excess Amount (Cantidad Exceso del Swap) shall have the meaning given to that term in section 3.4.8.1.1 of the Additional Information.

Swap Payment Date (Fecha de Pago bajo el Swap) means the twenty-eighth day of each month in each year commencing on the First Payment Date (which, for the avoidance of doubt, will be the first Swap Payment Date) and ending on the termination date of the Interest Rate Swap Transaction, in each case subject to adjustment in accordance with the Modified Following Business Day Convention as set out in the Interest Rate Swap Agreement.

Swap Tax Credits (Créditos Fiscales de la Operación del Swap) means any credit, allowance, set-off or repayment received by the Fund in respect of tax from the tax authorities in any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Swap Counterparty to the Fund under the Interest Rate Swap Agreement.

Swap Termination Amount (Cantidad de Terminación del Swap) shall have the meaning given to that term in section 3.4.8.1.7 of the Additional Information.

Required Level of the Cash Reserve (Importe Requerido del Fondo de Reserva) shall have the meaning given to that term in section 3.4.2.2.3 of the Additional Information.

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

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

Third Party Verification Agent (STS) (Tercero Verificador (STS)) means PCS.

Transaction Documents (Documentos de la Operación) means the Deed of Incorporation, the Master Sale and Purchase Agreement, the Start-Up Expenses Loan Agreement, the Reinvestment Agreement, the Management and Subscription Agreement, the Paying Agency Agreement, the Seller Loan (if any) and the Interest Rate Swap Agreement.

Transaction Parties (Partes de la Operación) means the parties to the Transaction Documents.

Transfer Tax and Stamp Duty Act (Ley del Impuesto sobre Transmisión y Actos Jurídicos Documentados) shall have the meaning given to that term in section 4.5.4 of the Registration Document.

Treasury Account (Cuenta de Tesorería) means the account to be opened with Fund Accounts Provider in the name of the Fund by the Management Company in accordance with section 3.5.1.1 of the Additional Information, the operation of which will be covered by the Reinvestment Agreement.

UK (RU) means the United Kingdom.

UK MiFIR (UK MiFIR) shall have the meaning given to that term in section “*UK MIFIR Product Governance – Professional Investors and ECPS only Target Market*”.

UK MiFIR Product Governance Rules (Reglas de Gobernanza de Producto bajo UK MiFIR) shall have the meaning given to that term in section “*UK MIFIR Product Governance – Professional Investors and ECPS only Target Market*”.

UK PRIIPS Regulation (Reglamento PRIIPS de UK) means Regulation (EU) No 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA.

UK Due Diligence Requirements (Requisitos de Diligencia Debida en UK) shall have the meaning given to that term in section “*Important Notice – UK Affected Investors*”.

UK Securitisation Regulation (Reglamento de Tirulización de UK) shall have the meaning given to that term in section “*Important Notice – UK Affected Investors*”.

UK STS (Titulización STS de UK) shall have the meaning given to that term in section “*Important Notice – UK Affected Investors*”.

U.S. Risk Retention Rules (Reglas de Retención del Riesgo en U.S.) shall have the meaning given to that term in section 3.4.3.2 of the Additional Information.

U.S. Risk Retention Consent (Consentimiento de Retención de Retención del Riesgo de U.S.) shall have the meaning given to that term in section 3.4.3.2 of the Additional Information.

Used Vehicles (Vehículos Usados) means a Vehicle of any brand and model that, on its date of purchase, either it does not have a previous owner and more than 6 months have elapsed since its registration (*matriculación*) or has had at least one prior owner and has been sold by a Peugeot Dealer, a Citroën Dealer or a DS Dealer and financed pursuant to a Loan Agreement.

VAT Act (Ley del IVA) shall have the meaning given to that term in section 4.5.4 of the Registration Document.

Vehicles (Vehículos) means vehicles of four wheels, with traction in, at least, two wheels and with a tonnage lower than 3,500 kilograms. For the avoidance of doubt, the definition of Vehicles shall include New Vehicles and Used Vehicles.

Volcker Rule (Regla Volcker) shall have the meaning given to that term in section 4.2.4 of the Securities Note.