

**Castilla Finance Designated Activity Company
Fourth Floor
3 George's Dock
IFSC
Dublin 1**

(a private company incorporated with limited liability
under the laws of Ireland with registered number 578174) (the "**Issuer**")

Notice of Amendment Request

To the holders of:

EUR 120,000,000 notes due 2018 (ISIN: XS1382379409) (the "**Notes**") of the Issuer

NOTICE IS HEREBY GIVEN that, on 18 January 2017, the Issuer received a request from the Seller requesting certain amendments to the following definitions contained in some of the Transaction Documents: "Offer Date", "Available Receipts", "Defaults Repurchase Obligations", "Expenses Discount" and "Funding Discount" (the "**Amendments**") for the purposes of allowing additional sales of the Receivables on certain dates by the Seller to the Issuer during the period between the end of a Collection Period and an Interest Payment Date falling immediately thereafter. The Seller has requested the Amendments to be made to the following documents: (i) the Incorporated Terms Memorandum; (ii) the Trust Deed, (iii) the Receivables Sale Agreement, (iv) the Servicing Agreement, (v) the Security Account Pledge Agreement and (vi) the Originator Account Pledge Agreement (the "**Relevant Transaction Documents**").

Pursuant to the Conditions of the Notes and paragraph 9.2 of Schedule 5, Part B (*Transaction Document Covenants of the Issuer*) in the Incorporated Terms Memorandum dated 27 May 2016 and signed for the purposes of identification by, among others, the Issuer and the Seller, the Issuer requires the prior written consent of the Trustee before amending the Relevant Transaction Documents.

Pursuant to the Conditions of the Notes and Schedule 3 (*Provisions for meetings of Noteholders*) of the Trust Deed dated 27 May 2016 between the Issuer and the Trustee, the Noteholders have the power, exercisable by an Extraordinary Resolution to, among other things, sanction the modification of any provisions of the Transaction Documents and to authorise the Trustee to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution.

An Extraordinary Resolution is defined to include a resolution in writing signed by or on behalf of the Noteholders of not less than 75 per cent. in aggregate Principal Amount Outstanding of the Notes then outstanding which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders.

In order for the Issuer to give effect to the Amendments, the Noteholders are requested to provide their consent to the Issuer doing so, direct the Trustee to provide its prior written consent to the Issuer executing (and if applicable, delivering) (i) a deed of amendment and restatement governed by English law in relation to the Incorporated Terms Memorandum and the Trust Deed (the "**English Deed of Amendment**"), and (ii) an amendment agreement governed by Spanish law in relation to the Receivables Sale Agreement, the Servicing

Agreement, the Security Account Pledge Agreement and the Originator Account Pledge Agreement (the "**Spanish Amendment Agreement**") and direct the Trustee to execute and deliver the English Deed of Amendment. Such extraordinary resolution in writing (the "**Written Resolution**") requires consent of 75% or more of the Principal Amount Outstanding of the Notes then outstanding. The Written Resolution is proposed to be executed by the requisite majority of Noteholders directly. The Issuer has requested the Paying Agent to contact Euroclear to request the relevant Noteholders to provide their details to the Paying Agent. A draft copy of the Written Resolution is appended hereto and may be obtained from the Principal Paying Agent (for the attention of Andrea Meucci: tel: +44 207 508-3814 / fax: +44 20 7500 5877 and Stuart Hoare: tel: +44 20 7500 5309 / fax: +44 20 7500 5877).

Defined terms used and not otherwise defined herein have the meaning ascribed to them in the Prospectus dated 26 May 2016.

Further Information

For queries relating to the above please contact:

ireland@wilmingtontrust.com

This Notice is issued by:

Castilla Finance Designated Activity Company

14 February 2017

Appendix
Draft copy of the Written Resolution

WRITTEN RESOLUTION OF NOTEHOLDERS

CASTILLA FINANCE DAC

EUR120,000,000 SECURED FIXED RATE NOTES DUE 2018 (the "Notes")

We, being the holders of the outstanding Notes mentioned above, act pursuant to terms and conditions of the Notes (the "**Conditions**") and the trust deed dated 27 May 2016 between the Issuer and the Trustee (the "**Trust Deed**"). All terms and expressions used but not defined in this resolution shall have the meanings attributed to them in the Conditions.

This resolution shall take effect as an Extraordinary Resolution in writing (a "**Written Resolution**") pursuant to the definition of Extraordinary Resolution and the terms of Schedule 3 (*Provisions for Meetings of Noteholders*) of the Trust Deed and may be signed in counterparts by one of more of the Noteholders and shall take effect on the date the resolution is signed by the last Noteholder.

We hereby waive all notice of time, place and purpose of a meeting of the Noteholders pursuant to the terms of Schedule 3 (*Provisions for Meetings of Noteholders*) of the Trust Deed and hereby consent and agree to the adoption of the following resolutions:

IT IS HEREBY RESOLVED that:

1. the Noteholders pursuant to the Conditions of the Notes hereby consent to certain amendments being made to the Transaction Documents as follows:
 - 1.1 to replace the definition of the "Offer Date" in each of the Trust Deed, Incorporated Terms Memorandum, Receivables Sale Agreement, Servicing Agreement, Security Account Pledge Agreement and Originator Account Pledge Agreement (the "**Relevant Transaction Documents**") with the following:

"**Offer Date**" means (i) any Reconciliation Date (other than a Reconciliation Date falling during the period from the end of a Collection Period and the Interest Payment Date falling immediately after such Collection Period) within the Revolving Period; and (ii) each of the following dates: 3 April 2017; 5 April 2017; 3 July 2017; 7 July 2017; 2 October 2017; 5 October 2017; 2 January 2018; 5 January 2018;"

- 1.2 to replace the definition of the "Available Receipts" in each of the Relevant Transaction Documents with the following:

"**Available Receipts**" means, in relation to each Interest Payment Date, an amount, calculated by the Cash Manager on or before the immediately preceding Calculation Date, equal to the sum of:

- (a) the balance standing to the credit of the Collection Account at close of business on the last day of the immediately preceding Collection Period or, where any Additional Purchase Date falls after the end of the Collection Period, at close of business on the latest Additional Purchase Date falling after the end of that Collection Period;

- (b) the balance standing to the credit of the Principal Account at close of business on the last day of the immediately preceding Collection Period or, where any Additional Purchase Date falls after the end of the Collection Period, at close of business on the latest Additional Purchase Date falling after the end of that Collection Period;
 - (c) the balance standing to the credit of the Reserve Account at close of business on the last day of the immediately preceding Collection Period or, where any Additional Purchase Date falls after the end of the Collection Period, at close of business on the latest Additional Purchase Date falling after the end of that Collection Period;"
- 1.3 to replace the definition of the "Defaults Repurchase Obligation" in each of the Relevant Transaction Documents with the following:

""**Defaults Repurchase Obligation**" means the obligation of the Seller on each Calculation Date to repurchase from the Issuer all outstanding Receivables which became Defaulted Receivables during the immediately preceding Collection Period and, where any Additional Purchase Date falls after the end of a Collection Period, also during the period from the end of that Collection Period and the latest Additional Purchase Date to fall after the end of that Collection Period, in each case, at the Defaults Obligations Repurchase Price;"
- 1.4 to replace the definition of the "Expenses Discount" in each of the Relevant Transaction Documents with the following:

""**Expenses Discount**" means, in relation to each Purchase Date, the fraction (expressed as a percentage), the numerator of which is the aggregate of the estimated annualised Expenses and the denominator of which is the Principal Amount Outstanding of the Notes on that Purchase Date, such fraction multiplied by the weighted average maturity of the Additional Receivable Portfolio divided by 360;"
- 1.5 to replace the definition of the "Funding Discount" in each of the Relevant Transaction Documents with the following:

""**Funding Discount**" means 5.9 per cent. multiplied by the weighted average maturity of the Additional Receivables Portfolio divided by 360;"

(the amendments described in paragraphs 1.1– 1.5 above herein together referred to as the "**Amendments**").
- 2. the Amendments to the Incorporated Terms Memorandum and the Trust Deed will be made by way of a deed of amendment and restatement governed by English law substantially in the form appended hereto as Annex 1 (the "**English Deed of Amendment**");
- 3. the Amendments to the Receivables Sale Agreement, the Servicing Agreement, the Security Account Pledge Agreement and the Originator Account Pledge Agreement will be made by way of an amendment agreement governed by Spanish law substantially in the form appended hereto as Annex 2 (the "**Spanish Amendment**");

Agreement" and together with the English Deed of Amendment the "**Deeds of Amendment**");

4. the Noteholders hereby direct, authorise, request and empower the Trustee to grant its consent in writing to the Issuer executing (and if applicable, delivering) the Deeds of Amendment for the purposes of paragraph 9.2 of Schedule 5, Part B (*Transaction Document Covenants of the Issuer*) in the Incorporated Terms Memorandum and doing all such things as may be necessary or expedient to carry out and give effect to the Amendments;
5. the Noteholders hereby direct, authorise, request and empower the Trustee to execute and deliver the English Deed of Amendment together with any further documents the Trustee may deem necessary in order to effect the Amendments and do all such things as may be necessary or expedient to carry out and give effect to the Amendments;
6. every modification (including the Amendments approved hereunder), waiver, abrogation, variation, compromise of, or arrangement in respect of, the rights of the Noteholders (or the Trustee acting on their behalf) against the Issuer whether such rights arise under the Trust Deed or otherwise, involved in or resulting from or to be effected pursuant hereto and the implementation thereof, be and are hereby approved;
7. any claim against the Trustee which arises as a result of any loss or damage to the Noteholders suffered or incurred as a result of the Trustee following the terms of this Written Resolution and the implementation of this Written Resolution (including the directions and/or instructions contained herein) are irrevocably waived;
8. the Trustee shall not have any liability, and any claims against the Trustee shall be irrevocably waived, for acting upon this Written Resolution and the implementation of this Written Resolution even though it may be subsequently found that there is a defect in this Written Resolution or that for any reason this Written Resolution is not valid or binding upon the Noteholders;
9. the Trustee shall be indemnified, discharged and exonerated from all liability for which it may have become responsible to the Noteholders or may become responsible under the Trust Deed, the Notes or any other document in respect of any act or omission in connection with this Written Resolution and its implementation or any written resolutions of the Noteholders given in relation thereto; and
10. the Amendments shall only apply to the matters specifically referred to in this Written Resolution. It shall be without prejudice to any rights which the Issuer or the Trustee may have at any time in relation to any other circumstance or matter other than as specifically referred to in this Written Resolution (and whether or not subsisting at the date of this Written Resolution).

Each undersigned Noteholder hereby severally represents and warrants that as at the date of signing this Written Resolution it is the beneficial owner of, or is signing on behalf of the beneficial owner of, the Notes indicated in the table delivered by it to the Trustee with this Written Resolution and will provide such other evidence of its holding as the Trustee may reasonably request from time to time.

Each Noteholder acknowledges that it is solely responsible for making its own independent appraisal of all matters (including those relating to this Written Resolution, the Notes and the Issuer) as such Noteholder deems appropriate, and each Noteholder has made its own decision as to whether to consent to and to sign the proposed Written Resolution.

The Noteholders acknowledge that the terms of this Written Resolution have not been formulated by the Trustee, and nothing in this Written Resolution should be construed as a recommendation to Noteholders from the Trustee to approve or reject the resolutions proposed in this Written Resolution. In accordance with normal practice, the Trustee expresses no opinion on the merits (or otherwise) of this Written Resolution. The Noteholders acknowledge that the Trustee is not responsible for the accuracy, completeness, validity or correctness of the statements made and documents referred to in this Written Resolution or any omissions from this Written Resolution.

Each Noteholder hereby acknowledges that the Amendments contemplated by this Written Resolution will not become effective until the Deeds of Amendment are executed by all the parties thereto.

This Written Resolution and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

IN WITNESS WHEREOF, the undersigned have executed this Written Resolution by duly authorised officers.

Name of Noteholder:

Signature on behalf of Noteholder:

Date:

Amount and percentage of the Principal
Amount Outstanding of the Notes held
by the Noteholder:

Name of Noteholder:

Signature on behalf of Noteholder:

Date:

Amount and percentage of the Principal
Amount Outstanding of the Notes held
by the Noteholder:

Name of Noteholder:

Signature on behalf of Noteholder:

Date:

Amount and percentage of the Principal
Amount Outstanding of the Notes held
by the Noteholder:

Name of Noteholder:

Signature on behalf of Noteholder:

Date:

Amount and percentage of the Principal
Amount Outstanding of the Notes held
by the Noteholder:

**ANNEX 1
ENGLISH DEED OF AMENDMENT**

**ANNEX 2
SPANISH AMENDMENT AGREEMENT**