

New Issue: BBVA RMBS 7, Fondo de Titulización de Activos

€8.5 Billion Mortgage-Backed Floating-Rate Notes

Primary Credit Analyst:

Isabel Plaza, Madrid (34) 91-7887203; isabel_plaza@standardandpoors.com

Surveillance Credit Analyst:

Virginie Couchet, Madrid (34) 91-389-6959; virginie_couchet@standardandpoors.com

Table Of Contents

Transaction Summary

Notable Features

Strengths, Concerns, And Mitigating Factors

Transaction Structure

Collateral Description

Credit Structure

Credit Analysis

Scenario Analysis

Surveillance

Related Criteria And Research

New Issue: BBVA RMBS 7, Fondo de Titulización de Activos

€8.5 Billion Mortgage-Backed Floating-Rate Notes

Ratings Detail

Class	Rating*	Amount at closing (mil €)	Amount at March 21, 2011 (mil. €)	Available total credit support at March 21, 2011 (%)¶	Interest	Legal final maturity
A	AAA (sf)	8,211.00	6,108.41	6.84	Three-month EURIBOR plus 30 bps	March 21, 2061
B	NR	136.00	136.00	4.72	Three-month EURIBOR plus 70 bps	March 21, 2061
C	NR	153.00	153.00	2.33	Three-month EURIBOR plus 110 bps	March 21, 2061

*Standard & Poor's ratings address timely interest and ultimate principal. ¶This credit support uses current figures. EURIBOR—European interbank offered rate.

Transaction Participants

Originator	Banco Bilbao Vizcaya Argentaria S.A.
Seller	Banco Bilbao Vizcaya Argentaria S.A.
Mortgage administrator/servicer	Banco Bilbao Vizcaya Argentaria S.A.
Security trustee	Europea de Titulización, S.G.F.T., S.A.
Interest swap counterparty	Banco Bilbao Vizcaya Argentaria S.A.
Transaction account provider	Banco Bilbao Vizcaya Argentaria S.A.
Treasury account provider	Banco Bilbao Vizcaya Argentaria S.A.

Supporting Rating

Institution/role	Rating
Banco Bilbao Vizcaya Argentaria S.A. (BBVA) as transaction account provider, servicer, and swap counterparty	AA/Negative/A-1+

Transaction Key Features*

Closing date	Nov. 27, 2008
Collateral	Flexible prime mortgage loans secured by first-ranking mortgages
Principal outstanding of the outstanding pool (mil. €)	6,524.79
Country of origination	Kingdom of Spain
Concentration	Andalucia (22.27%), Catalonia (18.96%), Madrid (16.20%), and Valencia (13.05%)
Property occupancy	First homes (90.81%) and second homes (9.19%)
Weighted-average LTV ratio (%)	42.10
Average loan size balance (€)	84,456.90
Loan size range (€)	27.22 to 2,510,613
Weighted-average seasoning (months)	62.6
Floating interest rate (%)	100
Arrears (%)	1.47
Redemption profile	Flexible loans

Transaction Key Features* (cont.)

Cash reserve (%)	2.26
Mortgage priority	100% first-lien mortgages
Maximum LTV ratio (%)	100

*Collateral as of Dec. 31, 2010. LTV—Loan-to-value.

Transaction Summary

On the Feb. 24, 2011, Standard & Poor's Ratings Services assigned credit ratings to BBVA RMBS 7, Fondo de Titulización de Activos' class A floating-rate notes. On the last payment date, March 21, 2011, class A had amortized to €6,108.41 million. At closing, BBVA RMBS 7 also issued unrated class B and C notes.

This transaction closed in November 2008, but we were not engaged to rate the notes at that time. Since closing, the class A notes have amortized to €6,108.41 million from an initial amount of €8,211.00 million.

At closing, BBVA RMBS 7 acquired credit rights backed by flexible prime mortgage loans (see "Notable Features"). To fund this purchase, it issued three classes of notes. A reserve fund (1.75% of the original principal balance) was funded at closing through a subordinated loan.

The originator of the loans backing the residential mortgage-backed securities (RMBS) is Banco Bilbao Vizcaya Argentaria, S.A. (BBVA; AA/Negative/A-1+), one of the largest primary lenders in the Spanish financial arena.

Notable Features

This transaction is the ninth RMBS transaction of BBVA's residential mortgage loan book that is has completed.

The securitized portfolio comprises secured, flexible loans to individuals resident in Spain. The loans are "flexible" loans because their maturities can be modified, installments can be deferred, the loans can have a balloon payment, or they can change from a fixed to a floating index.

In addition to originating the loans, BBVA is the servicer, paying agent, and interest swap counterparty. As with other Spanish transactions, interest and principal are combined into a single priority of payments. In this case, there are no deferral-of-interest triggers or pro rata amortization rules, as there is only one tranche of notes.

Strengths, Concerns, And Mitigating Factors

Strengths

- The collateral comprises flexible first-ranking mortgage loans secured over residential owner-occupied properties in Spain.
- BBVA's strict criteria at the branch level aim to ensure the good credit quality of the collateral.
- BBVA is experienced as a servicer. It currently manages nine RMBS transactions and a number of mortgage-backed securities (MBS), collateralized debt obligations (CLOs), autos, consumer, and leasing asset-backed securities (ABS), and has participated in plain "vanilla" covered bond transactions. Also, BBVA has long experience in originating residential mortgages, one of its largest sources of income.
- Loans over 18 months in arrears are written off, allowing for an early excess spread trapping mechanism.

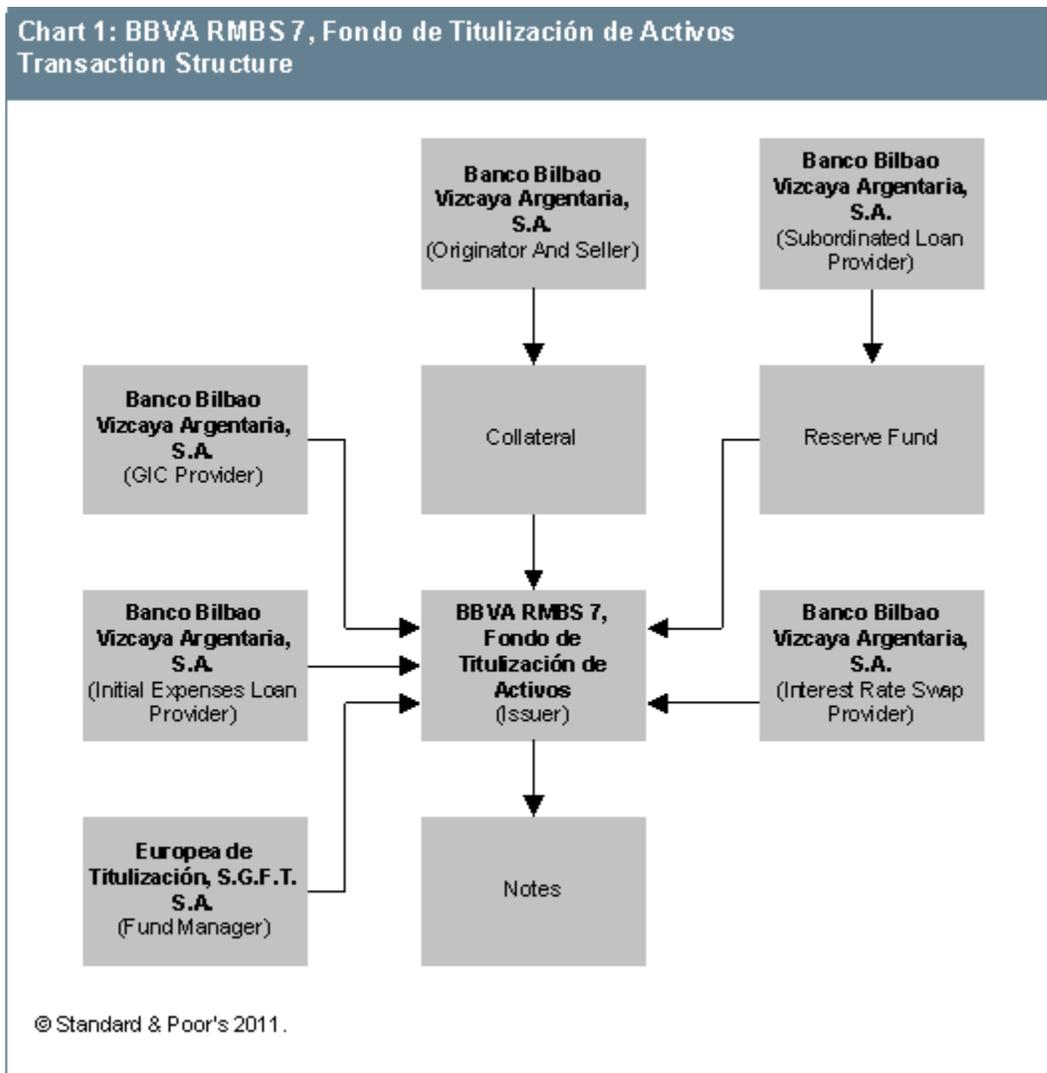
- The swap structure provides credit enhancement to the structure and aims to cover the mismatch between the reference indices on the asset pool and the reference index on the notes. We gave credit for this in our cash flow analysis.
- The weighted-average loan-to-value (LTV) ratio, 42.10%, is low in comparison with other RMBS transactions issued by BBVA. 89.84% of the pool by balance has a LTV ratio lower than 60. We have taken this into consideration, as the LTV ratio is a key factor in our credit analysis.

Concerns and mitigating factors

- The excess spread of the pool may decrease from its current margin, as some of the loans can be renegotiated at the borrower's request. This risk is partially mitigated through the features of the swap (see "Swap agreement").
- BBVA holds up to seven days of collections, thereby increasing the commingling risk. As a precaution, there is an option of setting up a contingent commingling reserve if we lower the short-term rating on BBVA below 'BBB'.
- The reserve fund can start amortizing three years after closing. Subject to a floor of half of its initial value, the transaction would need to meet certain conditions to amortize the reserve fund (see "Reserve fund").
- Most of the loans in the pool (84.36%) have the option to defer installments when the LTV ratio of the loan goes below 80% ("payment holidays"). We have increased the foreclosure frequency of these loans in our credit analysis.
- Loans with balloon payments comprise 13.63% of the pool. In addition, 46.38% of the loans in the pool have the option to have a final balloon payment. We have increased the foreclosure frequency of these loans in our credit analysis and taken this feature into account in our cash flow analysis.
- 84.36% of the loans by balance have the option, from the second resetting date, to extend or shorten their maturities by a maximum of five years on each resetting date, and for a maximum period of 10 years. We have increased the foreclosure frequency of these loans in our credit analysis and taken this feature into account in our cash flow analysis.

Transaction Structure

BBVA, the originator and servicer of the mortgage loans, sold a closed pool of mortgage certifications (certificados de transmisión de hipoteca; CTHs) to the issuer (fondo) at closing (see chart 1).



Spanish mortgage securitization law requires the notes to be issued by a "fondo", whose activities are managed by a fund manager (in this case, Europea de Titulización, S.G.F.T., S.A.), an independent management company authorized by the Ministry of Economy and Treasury. The fund manager represents and defends the noteholders' interests and enters into various contracts for the issuer.

BBVA RMBS 7's only duties are to buy these mortgage participations and credit rights, issue the notes, and conduct related activities. As servicer, BBVA is responsible for the day-to-day administration and ongoing servicing of the underlying loan portfolio. Europea de Titulización, S.G.F.T. is responsible for producing all reports and accounts for the fund, and for us in connection with the performance of the mortgages.

Priority of payments

On each quarterly interest payment date, BBVA RMBS 7 pays in arrears the interest due to the noteholders. To make the payments, BBVA RMBS 7's available funds include interest received under the mortgage loans, the proceeds of the swap, interest earned on the reinvestment account, the reserve fund, principal received under the loans, and any other proceeds received in connection with the loans.

BBVA RMBS 7 can mix all interest and principal received, to pay principal and interest due under the notes in the following sequence:

- Fees and expenses;
- Net payments due under the interest rate swap and swap termination payments due to the fund;
- Interest due on the class A notes;
- Interest due on the class B notes unless this payment is deferred;
- Interest due on the class C notes unless this payment is deferred;
- Principal on the class A notes;
- Principal on the class B notes;
- Principal on the class C notes;
- Interest due on the class B notes if deferred;
- Interest due on the class C notes if deferred;
- Replenishment or amortization of the reserve fund up or down to its required level;
- Net swap termination payments, where that termination resulted from a default by the swap counterparty;
- Interest on the subordinated loan;
- Principal on the subordinated loan;
- Interest on the start-up loan;
- Principal on the start-up loan; and
- Cash back to BBVA.

Redemption of the notes

BBVA RMBS 7 pays the amortization amount with the available funds. This amount is the outstanding note balance, minus the outstanding loan balance in arrears for less than 18 months on the last day of the month previous to the payment date. Loans in arrears for 18 months or more are considered as "defaulted" in the transaction documentation.

Unless redeemed earlier, the notes will redeem at their maturity, 36 months after the maturity of the longest-term loan in the pool. The notes may fully redeem if:

- The balance of the collateral falls below 10% of its original balance; or
- The fund manager becomes insolvent, or its authorization is revoked and no replacement is found.

Reserve fund

The structure benefits from a cash reserve fund, which was fully funded on the closing date via a subordinated loan. The reserve fund is fixed for the first three years and BBVA RMBS 7 uses it on each payment date to pay the different items in the priority of payments described above.

The reserve fund required on each payment date is the minimum of:

- €148,750,000 and,
- The higher of: (i) 3.50% outstanding principal balance of notes; or (ii) €74,375,000.

After three years have elapsed, the cash reserve account amortizes unless the following conditions are met:

- The outstanding balance of the loans in the pool with any payment in arrears for more than 90 days is higher than 1% of the outstanding balance of the non-defaulted loans in the pool; or

- The reserve fund was not at the required level on the previous payment date.

Since closing, the reserve fund has not amortized.

Flow of funds

All borrowers pay monthly into the collection account held at BBVA. All collected amounts belonging to BBVA RMBS 7 are transferred daily with a seven-day delay into a treasury account held at BBVA in the issuer's name. If BBVA as servicer is downgraded below 'BBB', the transfers will be made on a daily basis.

If we downgrade BBVA as treasury account provider below 'A' (or 'A+', if the short-term rating is not at least 'A-1'), we would expect BBVA to take the remedy actions according to our criteria (see "Counterparty And Supporting Obligations Methodology And Assumptions" in "Related Criteria And Research").

Commingling reserve

To protect against commingling risk, if we downgrade BBVA below 'BBB' (or 'BBB+', if the short-term rating is not at least 'A-2'), then:

- Within 30 calendar days, BBVA (as servicer) should find an eligible guarantor with at least a 'A' rating (or 'A+', if the short-term rating is not at least 'A-1'). The guarantor should provide BBVA RMBS 7 with a first-demand, unconditional, and irrevocable guarantee equal to the commingling reserve amount to be applied to pay any amounts the servicer fails to pay to BBVA RMBS 7 for the loans. This amount, if required to be paid, would be deposited in an issuer bank account in accordance with the bank account and cash management agreements; or
- Within 10 calendar days, the servicer will deposit to an issuer bank account rated at least 'A' (or 'A+', if the short-term rating is not at least 'A-1'), to be opened in the name of the issuer, an amount equal to the commingling reserve amount to be applied to pay any amounts the servicer fails to pay BBVA RMBS 7 for the loans.

Swap agreement

On behalf of BBVA RMBS 7, the trustee entered into a swap agreement with BBVA. This swap provides protection against adverse interest rate resetting and movements.

BBVA RMBS 7 pays the swap counterparty the total of interest actually received from the loans.

BBVA RMBS 7 receives from the swap counterparty an amount equivalent to three-month European interbank offered rate (EURIBOR) plus the weighted-average coupon on the notes, plus 40 bps per year on the outstanding balance of the performing loans (up to three months in arrears), and the servicing fee amount during the life of the transaction.

Under the transaction documentation, the minimum rating required to be the swap counterparty is 'A' (or 'A+' if the short-term rating is not at least 'A-1'), so if we downgrade BBVA below 'A', we would expect BBVA to take the remedy actions that follow our criteria.

Collateral Description

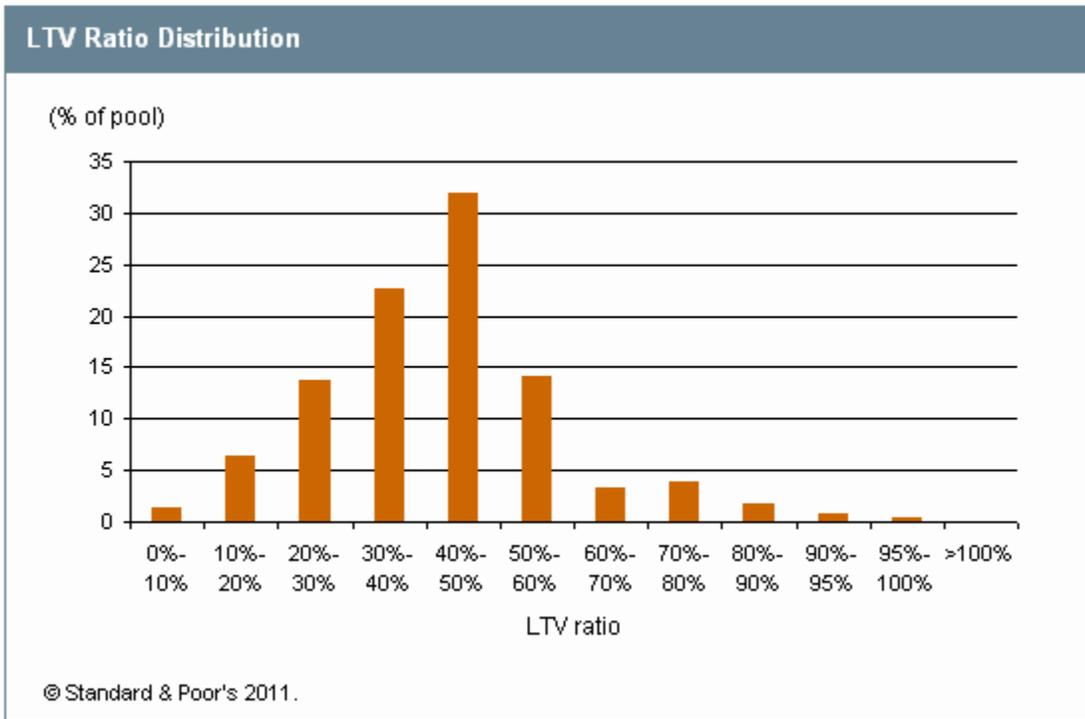
As of Dec. 31, 2010, the pool comprised 77,259 first-ranking mortgages secured over residential properties in Spain.

The pool comprises floating-rate mortgage loans that are indexed to one-year EURIBOR and IRPH conjunto de

bancos ("Indice de Referencia de los Préstamos Hipotecarios")—the average rate of Spanish lending institutions and banks, respectively, calculated by the Bank of Spain).

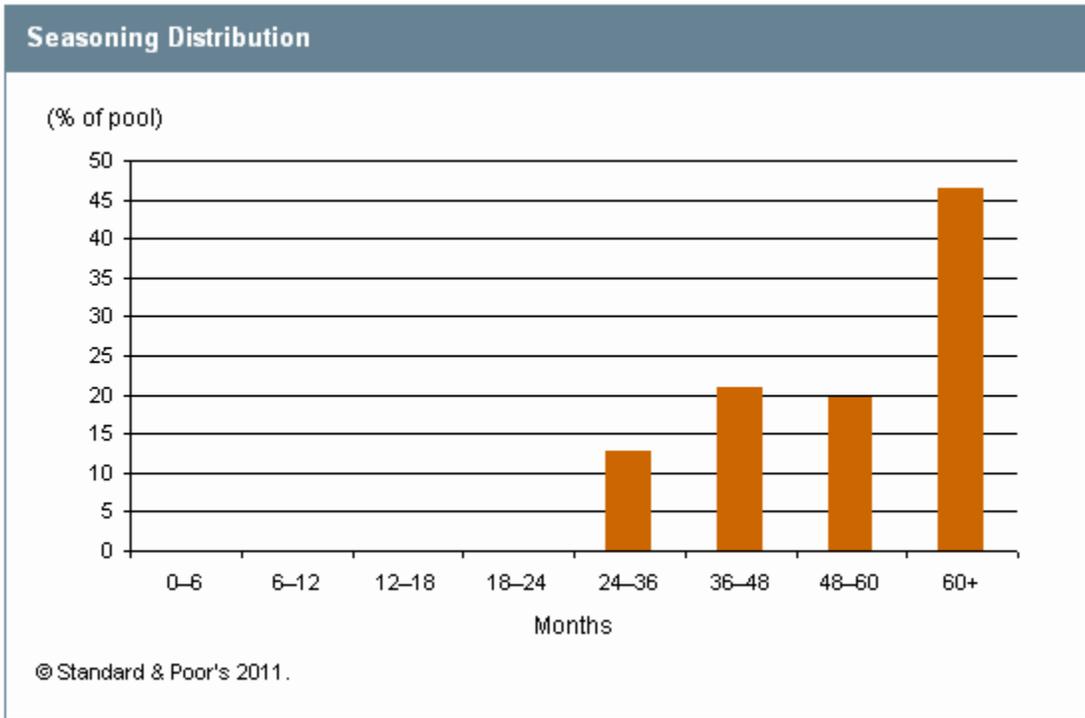
Below are the main features of the collateral pool. In BBVA RMBS 7, the weighted-average LTV ratio is 42.10%, with 89.94% of the pool having an LTV ratio lower than 60% (see chart 2).

Chart 2



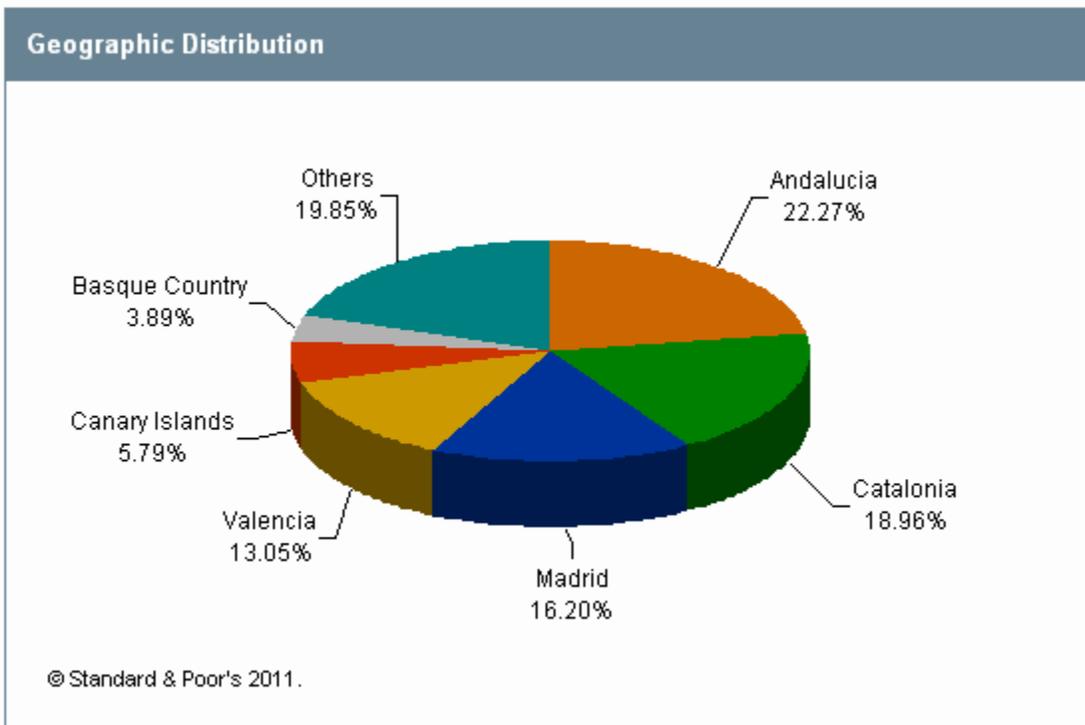
Of the pool, BBVA originated all the pool more than 24 months ago, and 46.55% of the pool was originated more than 60 months ago (see chart 3).

Chart 3



Of the pool, more than 71.48% is concentrated in Andalucía, Catalonia, Madrid, and Valencia (see chart 4).

Chart 4



The weighted-average loan size is €85,615.

Table 1 shows the composition of the pool by type of product and its potential flexibilities.

Table 1

Pool Composition							
Product	% of the pool	Interest-only period since the beginning of the life of the loan	Installments deferrable when the LTV ratio of the loans goes below 80%	Remuneration due to cross-selling	Balloon loans (optional)	Possibility of changing from fixed to floating rate	Extend or reduce maturity
Group 1 (Facil Básica, Fácil Basica Blue Joven, and Facil APIs)	23.70	Max during the first 36 months (if the LTV ratio is <80% for first residence and the LTV ratio is <70% for second homes)	Max two per year. Max 10 during the whole life of the loan. Only when the LTV ratio is <80% for first residence and when the LTV ratio is <70% for second homes	N/A	N/A	N/A	From the second resetting date. Max five years on each resetting date. Max reduction and max extension 10 years
Group 2 (Fácil Plus, Fácil Plus Blue, Fácil Plus APIs, and Fácil Plus)	43.13	Max during the first 36 months (if the LTV ratio is <80% for first residence and the LTV ratio is <70% for second homes)	Max two per year. Max 10 during the whole life of the loan. Only when the LTV ratio is <90% for first residence and the LTV ratio is <70% for second homes	Yes	Between 10%-30%, at any time of the transaction, when the LTV ratio is >90% for first residence and the LTV ratio is >70% for second homes	Yes, once per year the borrower can ask for a variable rate every six months or fixed for three years	From the second resetting date. Max five years on each resetting date. Max reduction and max extension 10 years
Group 3 (Variable APIs)	1.26	Max 24 months	N/A	N/A	N/A	N/A	N/A
Group 4 (Blue joven and, Joven APIs)	1.79	Max during the first 36 months (if the LTV ratio is <80% for first residence)	N/A	N/A	N/A	N/A	N/A
Group 5 (Fácil con vinculación)	13.25	Max during the first 36 months (if the LTV ratio is <80% for first residence and the LTV ratio is <70% for second homes)	Max two per year. Max 10 during the whole life of the loan. Only when the LTV ratio is <80% for first residence and the LTV ratio is <70% for second homes	Yes	N/A	N/A	From the second resetting date. Max five years on each resetting date. Max reduction and max extension 10 years
Group 6 (Cuota Final)	12.59	Max 36 months	N/A	Yes	Between 10%-30%, at any time of the transaction, when the LTV ratio is >80% for first residence and the LTV ratio is >70% for second homes	Yes, once per year the borrower can ask for a variable rate every six months or fixed for three years	N/A

Table 1

Pool Composition (cont.)							
Group 7 (Blue BBVA)	4.30	Max 60 months	Max two per year. Max 10 during the whole life of the loan. Only when the LTV ratio is <80% for first residence and the LTV ratio is <70% for second homes	Yes	Between 10%-30%, at any time of the transaction, when the LTV ratio is >80% for first residence and the LTV ratio is >70% for second homes	Yes, once per year the borrower can ask for a variable rate every six months or fixed for three years	From the second resetting date. Max five years on each resetting date. Max reduction and max extension 10 years

N/A—Not applicable.

Collateral risk assessment

We conducted a loan-level analysis to assess the credit risk of the mortgage pool. Our collateral risk assessment analyzed the foreclosure frequency and loss severity of each loan. These depend on the borrower characteristics, the loan features, and the ratings on the notes.

We can calculate the potential loss associated with a loan by multiplying the foreclosure frequency by the loss severity. To quantify the potential losses associated with the entire pool, we calculated a weighted-average foreclosure frequency (WAFF) and weighted-average loss severity (WALS) at each rating level.

The product of the WAFF and WALS variables estimates the required loss protection during the life of the collateral in the absence of additional mitigating factors; the higher the targeted rating, the higher the required enhancement level.

Credit Structure

Credit support for the notes is provided by a combination of the reserve fund, the reinvestment account return, and the excess spread left by the swap (see table 2).

Table 2*

Credit Support For The Notes							
Class	Rating	Size of class (%)	Mil. €	Subordination (%)	Reserve fund (%)	Total credit enhancement (%)	
A	AAA	95.48	6,108.41	4.52	2.33	6.84	
B	NR	2.13	136.00	2.39	2.33	4.72	
C	NR	2.39	153.00	—	2.33	2.33	

*As of March 21, 2010.

Credit Analysis

We have stressed the transaction cash flows to test the credit and liquidity support provided by the assets, subordinated tranches, and cash reserve. We have implemented these stresses to the cash flows at all relevant rating levels.

For example, we subject a transaction that incorporates 'AAA', 'A', and 'BBB' rated tranches of notes to three separate sets of cash flow stresses. In the 'AAA' stresses, all 'AAA' rated notes must pay full and timely principal and interest, but this is not necessarily the case for the 'A' or 'BBB' rated tranches, as they are subordinated in the

priority of payments. In the 'A' case, all 'AAA' and 'A' rated notes must receive full and timely principal and interest, but not necessarily so for the 'BBB' rated tranches, as they are subordinated to both 'AAA' and 'A'. Finally, in the 'BBB' case, all 'AAA', 'A', and 'BBB' rated notes must receive full and timely principal and interest.

Amount of defaults and recoveries

For each loan in the pool, we have estimated the likelihood that the borrower will default on its mortgage payments (the foreclosure frequency), and the amount of loss on the subsequent sale of the property (the loss severity, expressed as a percentage of the outstanding loan). We assume the total mortgage balance to default. We determine the total amount of this defaulted balance that is not recovered for the entire pool by calculating the WAFF and the WALs.

The WAFF and WALs estimates increase as the required rating level increases, because the higher the rating required on the notes, the higher the level of mortgage default and loss severity they should be able to withstand. This credit analysis is based on the characteristics of the loans and the associated borrowers. We have applied market-specific criteria in our assessment of the WAFF and the WALs for this portfolio, which are shown in table 3.

Table 3

Portfolio WAFF And WALs		
Rating level	WAFF (%)	WALS (%)
AAA	13.92	7.53
AA	9.58	5.43
A	7.26	4.25
BBB	4.91	3.42
BB	2.68	3.21

Timing of defaults

The WAFF at each rating level specifies the total balance of the mortgage loans we assume to default over the life of the transaction. For the Spanish RMBS market, we assume that these defaults occur over a three-year recession. Further, we assess the effect of the timing of this recession on the ability to repay the liabilities, and we choose the recession start period based on this assessment.

Although the recession normally starts in the first month of the transaction, we usually delay the 'AAA' recession by 12 months. We apply the WAFF to the principal balance outstanding at the start of the recession (e.g., in a 'AAA' scenario, we apply the WAFF to the balance at the beginning of month 13). We assume defaults occur periodically in amounts calculated as a percentage of the WAFF (see table 4).

Table 4

Default Timings For Equal Default Curves		
Recession month	'AAA' scenario	Rest of the rating scenarios
1	—	1/3
13	1/3	1/3
25	1/3	1/3
37	1/3	—

Timing of recoveries

We have assumed that the issuer would regain any recoveries 30 months after a payment default under this transaction.

Note that the WALs we use in a cash flow model is always based on principal loss, including costs. We have assumed no recovery of any interest accrued on the mortgage loans during the foreclosure period. After we apply the WAFF to the balance of the mortgages, the asset balance is likely to be lower than that of the liabilities (a notable exception is when a transaction relies on overcollateralization). The interest reduction created by the defaulted mortgages during the foreclosure period needs to be covered by other structural mechanisms in the transaction.

Delinquencies

We model the liquidity stress that results from short-term delinquencies, i.e., those mortgages that cease to pay for a period of time but then recover and become current for both interest and principal. To simulate the effect of delinquencies, we assume a proportion of interest receipts equal to one-third of the WAFF to be delayed. We apply this in each month of the recession and assume that full recovery of delinquent interest will occur 18 months after it is removed from the transaction. Thus, if in month five of the recession the total collateral interest expected to be received is €1 million and the WAFF is 30%, €100,000 of interest (one-third of the WAFF) will be delayed until month 23.

Interest and prepayment rates

We model three different interest rate scenarios—rising, falling, and stable—using both high and low prepayment assumptions. Interest rates were about 1.05% at the time of modeling, and we modeled them to rise or fall by 2% a month to a high of 12% for EURIBOR, or a low of 0%. For stable interest rates, we held the interest rate at the current rate throughout the life of the transaction. In the 'AAA' scenario, we modeled the interest rate increase not to begin until month 13. Also note that we revise interest rate scenarios if there is sufficient evidence to warrant it.

We stress transactions according to two prepayment assumptions, high (24%) and low (0.5%). We assume prepayment rates to be static throughout the life of the transaction and apply them monthly to the decreasing mortgage balance. We reserve the right to increase the high prepayment assumption if historical prepayment rates are at high levels, or if the transaction is particularly sensitive to high prepayments (e.g., if the transaction relies heavily on excess spread).

In combination, the default timings, interest rates, and prepayment rates described above give rise to six different scenarios (see table 5). The ratings we have assigned mean that the notes have all paid timely interest and ultimate principal under each of the six scenarios at the proposed rating level.

Table 5

RMBS Stress Scenarios				
Scenario	Prepayment rate	Interest rate	Default timing	
1	Low	Flat	Equal	
2	Low	Up	Equal	
3	Low	Down	Equal	
4	High	Flat	Equal	
5	High	Up	Equal	
6	High	Down	Equal	

Scenario Analysis

As part of a broad series of measures that we announced in 2008 to enhance our analytics and dissemination of information, we have committed to provide a "what-if" scenario analysis in rating reports to explain key rating assumptions and the potential effect of positive or negative events on the ratings (see "A Listing Of S&P's New Actions Aimed At Strengthening The Ratings Process" in "Related Criteria And Research"). This scenario analysis incorporates a house price decline analysis.

House price decline analysis

Various factors could cause downgrades on rated RMBS notes, such as increasing foreclosure rates in the securitized pools, house price declines, and changes in the pool composition. We have chosen to analyze the effect of house price declines by testing the sensitivity of the transaction to two different levels of movements.

Declining house prices generally lead to increasing LTV ratios and more borrowers entering negative equity. This may increase the default probability of a securitized pool and its associated loss severity. Consequently, depending on its effect, declining house prices could be a contributing factor in the downgrade of rated notes.

In our analysis, assumptions for house price declines are reflected in the calculation of both the WAFF and WALs. The house price decline analysis assumes house price declines that are specific to a jurisdiction—rather than being uniform across all European transactions. The levels do not reflect any views of whether these house price declines will materialize in the future. So, for example, the additional haircuts for a country that has experienced significant house price growth over the past few years may be different from those we assume for a country that has experienced stable house prices.

We perform our analysis on a loan-by-loan basis. Hence, the effect of applying different levels of house price declines differs between transactions, given the different concentrations in LTV ratio bands. Note that even in these house price decline scenarios, structural features in securitizations might mitigate these declines.

Further house price declines of 10% and 15%

For the purpose of the scenario testing we have calculate two new scenarios that represent further house price declines of 10% and 15%.

We based the analysis above on a simplified assumption, i.e., that the 10% or 15% house price decline materializes immediately on the day after closing. In reality, house price declines materialize over a period of time. Therefore, other factors, such as seasoning or scheduled repayments under the loans, could mitigate the effect of the house price decline.

Table 6 summarizes the results of the house price decline analysis.

Table 6

Results Of The House Price Decline Analysis			
House price environment	WAFF (%)	WALS (%)	Rating on the class A notes
Initial run	13.92	7.53	AAA (sf)
Scenario analysis 1	13.92	7.43	AAA (sf)
Scenario analysis 2	13.92	9.23	AAA (sf)

Surveillance

The key performance indicators in the surveillance of this transaction are:

- Total and 90-day delinquencies;
- Cumulative realized losses;
- LTV ratios and seasoning;
- Constant prepayment rates;
- Supporting parties' credit-risk evolution;
- Increases in credit enhancement for the notes ; and
- Use of the different flexibilities described in this article.

Related Criteria And Research

- Rating Assigned To Spanish RMBS Transaction BBVA RMBS 7's Class A Notes, Feb. 24, 2011
- Principles Of Credit Ratings, Feb. 16, 2011
- Counterparty And Supporting Obligations Update, Jan. 13, 2011
- Counterparty And Supporting Obligations Methodology And Assumptions, Dec. 6, 2010
- New Issue: BBVA RMBS 9, Fondo de Titulizacion de Activos, May 19, 2010
- Methodology: Credit Stability Criteria, May 3, 2010
- Methodology And Assumptions: Update To The Cash Flow Criteria For European RMBS Transactions, Jan. 6, 2009
- Methodology And Assumptions: Update To The Criteria For Rating Spanish Residential Mortgage-Backed Securities, Jan. 6, 2009
- Methodology Behind European RMBS Indices, Nov. 8, 2004
- New Issue: BBVA RMBS 5 Fondo de Titulizacion de Activos, June 16, 2008
- European Legal Criteria For Structured Finance Transactions, Aug. 28, 2008
- A Listing Of S&P's New Actions Aimed At Strengthening The Ratings Process, Feb. 7, 2008
- Spanish RMBS Index Reports (published quarterly)

Related articles are available on RatingsDirect. Criteria, presales, servicer evaluations, and ratings information can also be found on Standard & Poor's Web site at www.standardandpoors.com. Alternatively, call one of the following Standard & Poor's numbers: Client Support Europe (44) 20-7176-7176; London Press Office (44) 20-7176-3605; Paris (33) 1-4420-6708; Frankfurt (49) 69-33-999-225; Stockholm (46) 8-440-5914; or Moscow (7) 495-783-4011.

Additional Contact:

Structured Finance Europe; StructuredFinanceEurope@standardandpoors.com

Additional Contact:

Structured Finance Europe; StructuredFinanceEurope@standardandpoors.com

Copyright © 2011 by Standard & Poors Financial Services LLC (S&P), a subsidiary of The McGraw-Hill Companies, Inc. All rights reserved.

No content (including ratings, credit-related analyses and data, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of S&P. The Content shall not be used for any unlawful or unauthorized purposes. S&P, its affiliates, and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions, regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs) in connection with any use of the Content even if advised of the possibility of such damages.

Credit-related analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact or recommendations to purchase, hold, or sell any securities or to make any investment decisions. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P's opinions and analyses do not address the suitability of any security. S&P does not act as a fiduciary or an investment advisor. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain non-public information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain credit-related analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, www.standardandpoors.com (free of charge), and www.ratingsdirect.com and www.globalcreditportal.com (subscription), and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at www.standardandpoors.com/usratingsfees.