

PROSPECTUS

October 2007

# **BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA**

## **ISSUE OF MORTGAGE-BACKED BONDS EUR 1,525,500,000**

<b>Series A1</b>	<b>EUR 255,000,000</b>	<b>Aaa /AAA</b>
<b>Series A2</b>	<b>EUR 853,400,000</b>	<b>Aaa /AAA</b>
<b>Series A3</b>	<b>EUR 345,000,000</b>	<b>Aaa /AAA</b>
<b>Series B</b>	<b>EUR 15,800,000</b>	<b>Aa3/AA</b>
<b>Series C</b>	<b>EUR 15,800,000</b>	<b>Baa2/A-</b>
<b>Series D</b>	<b>EUR 15,000,000</b>	<b>Ba3/BB</b>
<b>Series E</b>	<b>EUR 25,500,000</b>	<b>C/CCC-</b>

**Backed by mortgage certificates issued on mortgage loans by**

**bankinter.**

*Lead Manager*

**bankinter.**

*Underwriter and Placement Agent*

**BANKINTER**

*Paying Agent*

**BANKINTER**

*Fund established and managed by*



Prospectus entered in the Registers of the Comisión Nacional del Mercado de Valores  
on October 4, 2007

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This document is a prospectus (the “**Prospectus**”) registered at the Comisión Nacional del Mercado de Valores (*National Securities Market Commission*), as provided for in Commission Regulation (EC) No. 809/2004 of April 29, 2004 (“**Regulation 809/2004**”) and Royal Decree 1310/2005, November 4, partly implementing Securities Market Act 24/1988, July 28, in regard to admission to trading of securities on official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose (“**Royal Decree 1310/2005**”), and comprises :

1. A description of the major risk factors linked to the issuer, the securities and the assets backing the issue (the “**Risk Factors**”);
2. An asset-backed securities registration document, prepared using the outline provided in Annex VII to Regulation 809/2004 (the “**Registration Document**”);
3. A securities note, prepared using the outline provided in Annex XIII to Regulation 809/2004 (the “**Securities Note**”); and
4. A Securities Note building block, prepared using the block provided in Annex VIII to Regulation 809/2004 (the “**Building Block**”).

## **RISK FACTORS**

### **1 RISKS DERIVED FROM THE ISSUER'S LEGAL NATURE AND OPERATIONS.**

#### **a) Nature of the Fund and obligations of the Management Company.**

The Fund is a separate fund devoid of legal personality and is managed by a management company, in accordance with article 5.2 of Investment Trusts and Companies System and Mortgage Securitisation Funds Act 19/1992, July 7 ("**Act 19/1992**"). The Fund shall be liable only for its obligations to its creditors with its assets.

The Management Company shall discharge for the Fund the functions attributed to it in articles 5.2 and 6.1 of Act 19/1992 and in article 12 of Royal Decree 926/1998, May 14, regulating asset securitisation funds and securitisation fund management companies ("**Royal Decree 926/1998**"), and enforce Bondholders' interests as the manager of third-party portfolios. There shall be no syndicate of bondholders. Therefore, the capacity to enforce Bondholders' interests shall depend on the Management Company's means.

#### **b) Forced substitution of the Management Company.**

In accordance with article 19 of Royal Decree 926/1998, if the Management Company is adjudged insolvent or has its authorisation as a securitisation fund management company revoked by the CNMV, it shall find a substitute management company. In any such event, if four months should have elapsed from the occurrence determining the substitution and no new management company should have been found willing to take over management, there shall be an early liquidation of the Fund and an amortisation of the securities issued by the same, in accordance with the provisions of the Deed of Constitution and of this Prospectus.

#### **c) Limitation of actions.**

Bondholders and all other creditors of the Fund shall have no recourse whatsoever against Mortgage Loan Obligors who may have defaulted on their payment obligations or against the Originator. Any such rights shall lie with the Management Company, representing the Fund.

Bondholders and all other creditors of the Fund shall have no recourse whatsoever against the Fund or against the Management Company in the event of non-payment of amounts due by the Fund resulting from the existence of Mortgage Loan default or prepayment, a breach by the Originator of its obligations or by the counterparties to the transactions entered into for and on behalf of the Fund, or shortfall of the financial hedging transactions for servicing the Bonds in each Series.

Bondholders and all other creditors of the Fund shall have no recourse against the Management Company other than as derived from a breach of its duties. Those actions shall be resolved in the relevant ordinary declaratory proceedings depending on the amount claimed.

#### **d) Applicability of the Bankruptcy Act**

Both BANKINTER and the Management Company may be declared insolvent.

In particular, insolvency of BANKINTER could affect its contractual relationships with the Fund, in accordance with the provisions of Bankruptcy Act 22/2003, July 9 (the "**Bankruptcy Act**").

As for the transaction involving the issue of and subscription for the Mortgage Certificates, these cannot be the subject of restitution other than by an action brought by the receivers of BANKINTER, in accordance with the provisions of insolvency laws.

In the event of BANKINTER being decreed insolvent, in accordance with the Bankruptcy Act, the Fund, acting through the Management Company, shall have a right of separation with respect to the document or documents representing the Mortgage Certificates, on the terms provided for in articles 80 and 81 of the Bankruptcy Act. Moreover, the Fund, acting through its Management Company, shall be entitled to obtain from BANKINTER the resulting Mortgage Certificate amounts from the date on which insolvency is decreed, for those amounts will be considered to be the Fund's property, through its Management Company, and must therefore be transferred to the Management Company, representing the Fund. This right of separation would not necessarily extend to the monies received and kept by BANKINTER on behalf of the Fund before that date, for they might be earmarked for insolvency, based on the most widespread construction of article 80 of the Bankruptcy Act for the time being in force, given the essential fungible nature of money. The means mitigating that risk are described in sections 3.4.4.1 (Treasury Account), 3.4.4.2 (Amortisation Account), 3.4.5 (Collection by the Fund of payments in respect of the assets) and 3.7.2.1.2 (Collection management) of the Building Block.

In the event of insolvency of the Management Company, it must be replaced by another management company in accordance with the provisions of article 19 of Royal Decree 926/1998.

## **2 RISKS DERIVED FROM THE SECURITIES.**

### **a) Liquidity**

There is no assurance that the Bonds will be traded on the market with a minimum frequency or volume.

There is no undertaking that any institution will be involved in secondary trading, giving the Bonds liquidity by offering consideration.

Moreover, the Fund may in no event repurchase the Bonds from Bondholders. Nevertheless, the Bonds may be fully subject to early amortisation in the event of Early Liquidation of the Fund, on the terms laid down in section 4.4.3 of the Registration Document.

### **b) Yield.**

Calculation of the yield (internal rate of return) of the Bonds in each Series contained in section 4.10 of the Securities Note is subject, inter alia, to presumed Mortgage Loan prepayment and delinquency rates which might not be fulfilled, and future market interest rates, given the floating nature of the nominal interest rate of each Series.

### **c) Duration.**

Calculation of the average life and duration of the Bonds in each Series contained in section 4.10 of the Securities Note is subject to fulfilment of Mortgage Loan repayment and to assumed Mortgage Loan prepayment rates that may not be fulfilled. Mortgage Loan repayment performance is influenced by a number of economic and social factors such as market interest rates, the Obligors' financial circumstances and the general level of economic activity, preventing their predictability.

### **d) Late-payment interest.**

Late interest payment or principal repayment to Bondholders shall under no circumstances result in additional or late-payment interest accruing to their favour.

### **e) Subordination of the Bonds.**

Series B Bond interest payment and principal repayment is deferred with respect to Class A (Series A1, A2 and A3) Bonds. Series C Bond interest payment and principal repayment is in turn deferred with respect to Class A and Series B Bonds. Series D Bond interest payment and principal repayment is in turn deferred with respect to Class A, Series B and Series C Bonds. Series E Bond interest payment and principal repayment is in turn deferred with respect to Class A, Series B, Series C and Series D Bonds. Nevertheless, there is no certainty that these subordination rules shall fully and to a different extent protect Series A1, A2, A3, B, C, D and E Bondholders from the risk of loss.

The subordination rules for the various Series are laid down in the Priority of Payments and in the Liquidation Priority of Payments of the Fund, in accordance with section 3.4.6 of the Building Block.

**f) Rating of the Bonds.**

The credit risk of the Bonds issued by the Fund has been rated by the following rating agencies: Moody's Investors Service España S.A. and Standard & Poor's España S.A.

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.

These ratings are not and cannot therefore be howsoever construed as an invitation, recommendation or encouragement for investors to proceed to carry out any transaction whatsoever on the Bonds and, in particular, acquire, keep, charge or sell those Bonds.

**g) Ratings not confirmed.**

The failure by the Rating Agencies to confirm the provisional ratings given to the Bonds by the start of the Subscription Period shall be an event of termination of the establishment of the Fund and the Bond Issue.

**3 RISKS DERIVED FROM THE ASSETS BACKING THE ISSUE.**

**a) Risk of default on the Mortgage Certificates.**

Holders of the Bonds issued by the Fund shall bear the risk of default on the Mortgage Loans pooled in the Fund by issuing the Mortgage Certificates.

BANKINTER shall have no liability whatsoever for the Obligors' default of principal, interest or any other amount they may owe under the Mortgage Loans. BANKINTER is liable to the Fund, to the extent provided for in article 348 of the Commercial Code, exclusively for the existence and lawfulness of the Mortgage Loan receivables on the terms and conditions declared in the Deed of Constitution, and for the personality with which the assignment is made. BANKINTER will have no liability whatsoever to directly or indirectly guarantee that the transaction will be properly performed nor give any guarantees or security, nor indeed agree to repurchase the Mortgage Certificates, other than the undertakings contained in section 2.2.9 of the Building Block regarding substitution or redemption of Mortgage Certificates in that event that any of them or of the underlying Mortgage Loans should fail to conform, upon the Fund being established, to the representations contained in section 2.2.8 of the Building Block.

The Bonds issued by the Fund neither represent nor constitute an obligation of BANKINTER or the Management Company. No other guarantees have been granted by any public or private organisation whatsoever, including BANKINTER, the Management Company and any of their affiliated or associated companies.

**b) Limited Hedging.**

A high level of delinquency of the Mortgage Loans might reduce or indeed exhaust the limited hedging against Mortgage Loan losses that the Bonds in each Series distinctly have as a result of the existence of the credit enhancement transactions described in section 3.4.2 of the Building Block.

The degree of subordination in interest payment and principal repayment between the Bonds in the different Series derived from their place in the application of Available Funds and from the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D in the Priority of Payments and the Liquidation Priority of Payments is a mechanism for distinctly hedging the different Series.

**c) Mortgage Certificate early amortisation risk.**

There will be an early amortisation of the Mortgage Certificates pooled in the Fund when Mortgage Loan Obligors prepay the portion of principal pending repayment, on the terms provided for in each Mortgage Loan deed. Similarly, there shall be an early amortisation of the Mortgage Certificates in the event that BANKINTER should be substituted in the relevant Mortgage Loans by any other financial institution licensed to do so, subject to Mortgage Loan Subrogation and Amendment Act 2/1994, March 30, as currently worded, ("Act 2/1994") or in any other event having the same effect.

That early amortisation risk shall pass quarterly on each Payment Date to Bondholders by the partial amortisation of the Bonds, in accordance with the provisions for amortisation of each Series contained in section 4.9.2 of the Securities Note.

**d) Interest risk.**

The weighted average interest rate of the finance charge of the mortgage loans selected as of September 17, 2007, as detailed in section 2.2.2.c) of this Building Block, is 4.66%, which is below the 5.06% weighted average nominal interest rate of the Bonds that has been presumed for hypothetical purposes in the table contained in section 4.10 of the Securities Note. This state of affairs shall gradually be corrected as the Mortgage Loans (yearly and six-monthly reset periods) reset their respective interest rates and include Euribor rate rises in recent months.

Nevertheless, the Interest Swap partly mitigates the interest rate risk occurring in the Fund because the Mortgage Loans are floating interest mortgage loans with different benchmark indices and different reset and settlement periods to the floating interest established for the Bonds based on 3-month Euribor and with quarterly accrual and settlement periods, and the risk deriving from potential Mortgage Loan interest rate renegotiations which may even result in their novation to a fixed rate.

## **ASSET-BACKED SECURITIES REGISTRATION DOCUMENT**

**(Annex VII to Commission Regulation (EC) No. 809/2004 of April 29, 2004)**

### **1. PERSONS RESPONSIBLE**

#### **1.1 Persons responsible for the information given in the Registration Document.**

Mr Mario Masiá Vicente, acting for and on behalf of EUROPEA DE TITULIZACIÓN S.A. SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN (the “**Management Company**” or “**EUROPEA DE TITULIZACIÓN**”), the company sponsoring BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA (the “**Fund**” and/or the “**Issuer**”), takes responsibility for the contents of this Registration Document.

Mr Mario Masiá Vicente is acting as General Manager of the Management Company using the authorities conferred by the Board of Directors at its meetings held on January 19, 1993 and January 28, 2000, and expressly for establishing the Fund pursuant to authorities conferred by the Board of Directors’ Executive Committee on September 1, 2007.

#### **1.2 Declaration by those responsible for the contents of the Registration Document.**

Mr Mario Masiá Vicente declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Registration Document is, to the best of his knowledge, in accordance with the facts and contains no omission likely to affect its contents.

### **2. STATUTORY AUDITORS**

#### **2.1 Fund’s Auditors.**

In accordance with the provisions of section 4.4.2 of this Registration Document, the Fund has no historical financial information.

The Fund’s annual accounts shall be audited and reviewed every year by statutory auditors. The Fund’s annual accounts and their audit report shall be filed with the Companies Register and the CNMV.

The Management Company shall proceed to designate, for periods of not more than three (3) years, the statutory auditor who is for that period of time to audit the Fund’s annual accounts, reporting that appointment to the CNMV. The designation of an auditor for a given period shall not preclude the designation of that auditor for subsequent periods, observing in any event the laws in force on the subject. At present, the Management Company has designated Ernst & Young S.L. as the Fund’s statutory auditor.

#### **2.2 Accounting policies used by the Fund.**

Income and expenditure will be accounted for by the Fund in accordance with the accruals principle, i.e. in accordance with the actual flow represented by such income and expenditure, irrespective of when they are collected and paid.

The expenses of setting up the Fund and of the Bond Issue will be subject to a straight-line depreciation during the months elapsing since the establishment of the Fund until September 30, 2012, inclusive.

The Fund’s fiscal year shall match a calendar year. However, the first fiscal year will exceptionally begin on the date of establishment of the Fund and the last fiscal year will end on the date on which the Fund terminates.

### 3. RISK FACTORS

The risk factors linked to the Issuer are described in section 1 of Risk Factors of this Prospectus.

### 4. INFORMATION ABOUT THE ISSUER

#### 4.1 Statement that the issuer has been established as a securitisation fund.

The Issuer is a mortgage securitisation fund to be established in accordance with Spanish laws.

#### 4.2 Legal and commercial name of the issuer.

The Issuer's name is "BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA" and the following short names may also be used without distinction to identify the Fund:

- BANKINTER 15 FTH
- BANKINTER 15 F.T.H.

#### 4.3 Place of registration of the issuer and registration number.

The place of registration of the Fund is in Spain at the Comisión Nacional del Mercado de Valores (*National Securities Market Commission*) (the "CNMV"). The Fund has been entered in the Official Registers of the CNMV.

##### **Companies Register**

For the record, neither the establishment of the Fund nor the Bonds issued backed by its assets shall be entered in the Companies Register, in pursuance of the provisions of article 5.3 of Act 19/1992.

#### 4.4 Date of establishment and existence of the issuer.

##### 4.4.1 Date of establishment of the Fund.

The Management Company and BANKINTER, originator (the "**Originator**") of the Mortgage Certificates, shall proceed to execute on October 8, 2007 a public deed whereby BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA will be established, BANKINTER will assign Mortgage Loan receivables to the Fund by issuing Mortgage Certificates, and the Fund will issue the Mortgage-Backed Bonds (the "**Deed of Constitution**"), on the terms provided in article 6 of Royal Decree 926/1998.

The Management Company represents that the contents of the Deed of Constitution shall match the draft Deed of Constitution it has submitted to the CNMV and the terms of the Deed of Constitution shall at no event contradict, change, alter or invalidate the contents of this Prospectus.

The Deed of Constitution may not be altered other than in exceptional events, provided that there are no circumstances preventing that in accordance with the laws and regulations in force from time to time. In any event, those actions shall require that the Management Company first notify and secure the prior authorisation, if necessary, of the CNMV or competent administrative body and notify the Rating Agencies, and provided that such changes are not detrimental to the rating assigned to the Bonds by the Rating Agencies. The Deed of Constitution can also be corrected as requested by the CNMV.

##### 4.4.2 Existence of the Fund.

The Fund shall commence its operations on the date of execution of the Deed of Constitution.

The Fund shall be in existence until October 20, 2050 or the following Business Day if that is not a Business Day, the Final Maturity Date of the Bond Issue, unless there should previously have been an Early Liquidation of the Fund as set forth in section 4.4.3 of this Registration Document or any of the events laid down in section 4.4.4 of this Registration Document should occur.

#### **4.4.3 Early Liquidation of the Fund.**

4.4.3.1 Following notice served on the CNMV, the Management Company shall be entitled to proceed to early liquidation ("**Early Liquidation**") of the Fund and thereby early amortisation of the entire Bond Issue ("**Early Amortisation**"), in any of the following events (the "**Early Liquidation Events**"):

- (i) When the amount of the Outstanding Balance of the Mortgage Loans yet to be repaid is less than 10 percent of the initial outstanding balance upon the Fund being established, and provided that the payment obligations derived from the outstanding Series A1, A2, A3, B, C and D Bonds may be honoured and settled in full in the Liquidation Priority of Payments.

Payment obligations derived from Series A1, A2, A3, B, C and D Bonds on the date of Early Liquidation of the Fund shall at all events be deemed to be the Outstanding Principal Balance of each Series on that date plus interest accrued and not paid until that date, which amounts shall be deemed to be due and payable on that date to all statutory intents and purposes.

- (ii) Where, in any event or circumstance whatsoever unrelated to the Fund's operations, a substantial alteration occurs or the financial balance of the Fund required by article 5.6 of Act 19/1992 is permanently damaged. This event includes such circumstances as the existence of any change in the law or supplementary implementing regulations, the establishment of withholding obligations or other situations which might permanently affect the financial balance of the Fund.
- (iii) Mandatorily, in the event that the Management Company should be adjudged insolvent or has its authorisation as a securitisation fund management company revoked by the CNMV, or the statutory term to do so or otherwise four months should elapse without a new management company being designated in accordance with the provisions of section 3.7.1.3 of the Building Block to this Prospectus.
- (iv) When a default occurs indicating a major permanent imbalance in relation to any of the Bonds issued or to any unsubordinated credit or that it is about to occur.
- (v) Upon the lapse of thirty (30) months from the date of the last maturity of the Mortgage Loans, even if they still have overdue amounts.

4.4.3.2 The following requirements shall have to be satisfied to proceed to that Early Liquidation of the Fund:

- (i) That Bondholders be given not less than fifteen (15) Business Days' notice, as prescribed in section 4.1.3.2 of the Building Block, of the Management Company's resolution to proceed to Early Liquidation of the Fund.
- (ii) That the Management Company previously advise the CNMV and the Rating Agencies of that notice.
- (iii) The notice of the Management Company's resolution to proceed to Early Liquidation of the Fund shall contain a description (i) of the event or events for which Early Liquidation of the Fund is effected, (ii) of the liquidation procedure, and (iii) of the manner in which Bond payment obligations are to be honoured and settled in the Liquidation Priority of Payments.
- (iv) That all necessary authorisations, if any, to do so shall have been obtained from the competent bodies.

4.4.3.3 In order for the Fund, through its Management Company, to proceed to Early Liquidation of the Fund and Early Amortisation of the Bond Issue, the Management Company shall, for and on behalf of the Fund:

- (i) Proceed to sell the Mortgage Certificates remaining in the Fund at a reasonable market price, initially not less than the sum of the principal value then outstanding plus interest accrued and not paid on the relevant Mortgage Loans, subject to the provisions of paragraph (iv) below if that price cannot be achieved.
- (ii) Proceed to terminate such agreements as are not necessary for the Fund liquidation procedure.
- (iii) Be entitled to arrange for a credit facility, with an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and A-1 respectively by Moody's and S&P, which shall be fully allocated to early amortisation of the Series A1, A2, A3, B, C and D Bonds then outstanding, the financial cost of which (interest and fees and expenses, if any) shall not be in excess of the average Nominal Interest Rate of Series A1, A2, A3, B, C and D then outstanding weighted by the Outstanding Principal Balance of each of those Series. Accrued financial costs shall be paid and principal shall be repaid under that credit facility in accordance with the Liquidation Priority of Payments.
- (iv) Finally, both due to the preceding actions falling short and the existence of Mortgage Certificates or other remaining assets of the Fund, the Management Company shall proceed to sell them and shall therefore invite a bid from at least five (5) entities who may, in its view, give a reasonable market value. The Management Company shall be bound to accept the best bid received for the Mortgage Certificates and for the assets on offer. In order to set the reasonable market value, the Management Company may secure such valuation reports as it shall deem necessary.

In events (i), (iii) and (iv) above, BANKINTER shall have a pre-emptive right on the terms established by the Management Company and will therefore have priority over third parties to voluntarily acquire the Mortgage Certificates and other assets remaining on the assets of the Fund, and/or to grant to the Fund, as the case may be, the credit facility designed for Early Amortisation of Series A1, A2, A3, B, C and D Bonds then outstanding. The Management Company shall therefore send BANKINTER a list of the assets and of third-party bids received, and the latter may use that right for all of the Mortgage Certificates and the assets offered by the Management Company or the credit facility within ten (10) Business Days of receiving said notice, and provided that its bid is at least equal to the best of the third-party bids.

4.4.3.4 The Management Company shall forthwith apply all the proceeds from the sale of the Mortgage Certificates and the Fund's assets to paying the various items, in such manner, amount and order as shall be requisite in the Liquidation Priority of Payments, other than the amounts, if any, drawn under the credit facility arranged for early amortisation of the Series A1, A2, A3, B, C and D Bonds then outstanding, which shall be applied to honouring the payment obligations of the Bonds in these Series.

#### **4.4.4 Termination of the Fund.**

The Fund shall terminate in any of the following events:

- (i) Upon the Mortgage Certificates pooled therein being fully amortised.
- (ii) Upon the Bonds issued being fully amortised.
- (iii) When the Early Liquidation of the Fund procedure established in section 4.4.3 above is over.
- (iv) At all events, upon final liquidation of the Fund on the Final Maturity Date on October 20, 2050 or the following Business Day if that is not a Business Day.
- (v) Upon the establishment of the Fund terminating in the event that the Rating Agencies should not confirm any of the assigned provisional ratings as final ratings by the start of the Subscription Period. In this event, the Management Company shall terminate the establishment of the Fund, subscription for the Mortgage Certificates by the Fund and the Bond Issue.

Termination of the establishment of the Fund shall be notified to the CNMV as soon as such is confirmed, and shall be publicised by means of the procedure specified in section 4.1.3.2 of the Building Block. Within not more than one month after the occurrence of this event of termination, the Management Company shall execute a statutory declaration before a notary public declaring that the Fund's obligations have been settled and terminated and that the Fund has terminated. Notwithstanding the above, the Management Company shall defray the expenses of setting up the Fund payable with the Start-Up Loan, which agreement shall not be terminated but shall rather be cancelled after those amounts are settled, principal repayment being subordinated to fulfilment of all other obligations undertaken by the Management Company, acting for and on the Fund's behalf.

In the event that there should be any remainder upon the Fund being liquidated and after making all payments to the various creditors by distributing the Liquidation Available Funds in the set Liquidation Priority of Payments, that remainder shall be for the Originator on the liquidation terms established by the Management Company. If that remainder is not a liquid amount, since relating to Mortgage Loan receivables that are pending the outcome of legal or notarial proceedings instituted as a result of default by the Mortgage Loan Obligor, both their continuation and the proceeds of their termination shall be for the Originator.

In any event, the Management Company, acting for and on behalf of the Fund, shall not proceed to terminate the Fund and strike it off the relevant administrative registers until the Fund's remaining assets have been liquidated and the Fund's Liquidation Available Funds have been distributed, in the Liquidation Priority of Payments.

Upon a period of six (6) months elapsing from liquidation of the Fund's remaining assets and distribution of the Liquidation Available Funds, the Management Company shall execute a statutory declaration before a notary public declaring (i) that the Fund has terminated, and the events prompting its termination, (ii) how Bondholders and the CNMV were notified, and (iii) how the Liquidation Available Funds were distributed in the Liquidation Priority of Payments; notice of this shall be given in a nation-wide newspaper and all other appropriate administrative procedures will be observed. The Management Company will submit that statutory declaration to the CNMV.

#### **4.5 Domicile, legal form and legislation applicable to the issuer.**

In accordance with the provisions of article 5.1 of Act 19/1992, the Fund has no own legal personality, and Securitisation Fund Management Companies are entrusted with establishing, managing and being the authorised representative of those funds, and, as managers of third-party portfolios, with representing and enforcing the interests of the holders of the securities issued by the Funds they manage and of all their other ordinary creditors.

The Fund shall have the same domicile as the Management Company:

- Street: Lagasca number 120
- Town: Madrid
- Post Code: 28006
- Country: Spain
- Telephone: (34) 91 411 84 67

The establishment of the Fund is subject to Spanish Law and in particular is carried out pursuant to the legal system provided for by (i) Investment Trusts and Companies System and Mortgage Securitisation Funds Act 19/1992, July 7 ("**Act 19/1992**"), (ii) Act 3/1994, April 14, adapting Spanish law in regard to credit institutions to the Second Banking Co-ordination Directive and introducing other changes relating to the financial system ("**Act 3/1994**"), (iii) Royal Decree 1310/2005, November 4, partly implementing Securities Market Act 24/1988, July 28, 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, (iv) Commission Regulation (EC) No. 809/2004, April 29, 2004, implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements, and (v) all other legal and statutory provisions in force and applicable from time to time.

#### 4.5.1 Tax system of the Fund.

In accordance with the provisions of article 5.10 of Act 19/1992; article 7.1.h) of the Consolidation of the Corporation Tax Act approved by Legislative Royal Decree 4/2004, March 5; article 20.One.18 of Value Added Tax Act 37/1992, December 28; article 59.k of the Corporation Tax Regulations approved by Royal Decree 1777/2004, July 30; article 45.l.B).15 of Legislative Royal Decree 1/1993, September 24, approving the Consolidation of the Capital Transfer and Documents Under Seal Tax Act, additional provision five of Act 3/1994, and Personal Income Tax Act 35/2006, November 28, partly amending the Corporation, Non-Resident Income and Wealth Tax Acts, the following are the characteristics of the current tax system of the Fund:

- (i) The establishment of the Fund is exempt from the “corporate transactions” item of Capital Transfer and Documents Under Seal Tax.
- (ii) Bond issue, subscription and transfer are exempt from payment of Value Added Tax and Capital Transfer and Documents Under Seal Tax.
- (iii) The Fund is subject to the general Corporation Tax system, at the general rate in force from time to time and which currently stands at 32.5% and will be reduced to 30% for tax periods starting on 1<sup>st</sup> January 2008, in accordance with the partial amendment of the Corporation Tax Act referred to in the introductory part of this section.
- (iv) As for returns on the Mortgage Certificates, loans or other receivables constituting Fund income, there shall be no Corporation Tax withholding or interim payment obligation.
- (v) The Fund management and custody services shall be subject to and exempt from Value Added Tax.
- (vi) Transfer of the Mortgage Certificates is exempt from Value Added Tax and Capital Transfer and Documents Under Seal Tax.
- (vii) Interest Swap Agreement payments received by the Fund shall pay tax based on the Corporation Tax rules and shall not be subject to a withholding on account.

#### 4.6 Issuer’s authorised and issued capital.

Not applicable.

### 5. BUSINESS OVERVIEW

#### 5.1 Brief description of the issuer’s principal activities.

The Fund’s activity is to acquire a set of mortgage participation certificates (the “**Mortgage Certificates**”) issued by BANKINTER S.A. (“**BANKINTER**”) on mortgage loans (the “**Mortgage Loans**”) owned by BANKINTER granted to individuals with senior real estate mortgage security on finished homes located in Spain, and to issue mortgage-backed bonds (either the “**Mortgage-Backed Bonds**” or the “**Bonds**”), the underwritten placement of which is targeted at qualified investors, designed to finance the acquisition of the Mortgage Certificates and to set up the Initial Cash Reserve.

(In this Registration Document and elsewhere in the Prospectus, the term “Mortgage Loans” shall be used in some definitions to generically refer to the Mortgage Certificates perfecting the assignment of the Mortgage Loan receivables, other than where specific reference is made to the Mortgage Certificates as such or to the documents representing the same.)

Mortgage Loan interest and repayment income received by the Fund shall be allocated quarterly on each Payment Date to interest payment and principal repayment on the Bonds issued on the specific terms of each of the series (the “**Series**”) making up the issue of Bonds and in the order of priority established for Fund payments.

Moreover, the Fund, represented by the Management Company, arranges a number of financial and service transactions in order to consolidate the financial structure of the Fund, enhance the safety or regularity in payment of the Bonds, cover timing differences between the scheduled principal and interest flows on the Mortgage Loans and the Bonds, and, generally, enable the financial transformation carried out in respect of the Fund's assets between the financial characteristics of the Mortgage Loan receivables and the financial characteristics of each Bond Series.

## 5.2 Global overview of the parties to the securitisation program.

- EUROPEA DE TITULIZACIÓN is the Management Company that will establish, manage and be the authorised representative of the Fund and was involved in structuring the financial terms of the Fund and the Bond Issue.

EUROPEA DE TITULIZACIÓN is a securitisation fund management company incorporated in Spain and entered in the CNMV's special register under number 2.

VAT REG. No.: A-805144 66 Business Activity Code No.: 6713

Registered office: calle Lagasca number 120, 28006 Madrid (Spain).

- BANKINTER is the Originator of the Mortgage Loan receivables to be assigned to the Fund upon being established when the Mortgage Certificates are issued and subscribed for by the Fund, and shall be the Lead Manager and the Underwriter and Placement Agent of the Bond Issue.

Out of the functions and activities that Lead Managers may discharge in accordance with article 35.1 of Royal Decree 1310/2005, BANKINTER has, together with the Management Company, structured the financial terms of the Fund and the Bond Issue and will do the following: (i) temporary and marketing actions and activities in connection with the offering for Bond Issue subscription, (ii) liaising with potential investors and (iii) all other actions and activities provided for in respect of the Lead Manager in the Securities Note.

Moreover, BANKINTER shall be the Fund's counterparty under the Guaranteed Interest Rate Account (Treasury Account), Guaranteed Interest Rate Account (Amortisation Account), Start-Up Loan, Interest Swap, Mortgage Loan Servicing and Mortgage Certificate Custody, Bond Paying Agent and Financial Intermediation Agreements.

BANKINTER is a bank incorporated in Spain and entered in the Companies Register of Madrid at volume 14,846, folio 169, section 8, sheet 7766 and in the Bank of Spain's Special Register of Banks and Bankers under number 30, its bank number being 0128.

VAT REG. No.: A28157360 Business Activity Code No.: 65121

Registered office: Paseo de la Castellana number 29, 28046 Madrid (Spain).

Ratings for the short- and long-term unsecured and unsubordinated debt obligations of BANKINTER assigned by the rating agencies:

	Fitch Ratings	Moody's Ratings	S&P Ratings
<b>Short-term</b>	F1 (January 2007)	P-1 (April 2007)	A-1 (January 2007)
<b>Long-term</b>	A+ (February 2007)	Aa3 (April 2007)	A (January 2007)

- Moody's Investors Service España, S.A. is one of the two rating agencies (collectively, the "Rating Agencies") of each Series in the Bond Issue.

Moody's Investors Service España, S.A. is a Spanish company licensed as a rating agency by the CNMV, which is affiliated to and operates in accordance with the methodology, standards and quality control of Moody's Investors Service Limited (each of them "Moody's" without distinction).

VAT REG. No.: A-80448475

Registered Office: Bárbara de Braganza number 2, 28004 Madrid (Spain)

- Standard & Poor's España, S.A. is one of the two Rating Agencies of each Series in the Bond Issue.  
Standard & Poor's España, S.A. is a Spanish company licensed as a rating agency by the CNMV, which is affiliated to and operates in accordance with the methodology, standards and quality control of Standard & Poor's Rating Services (each of them "S&P" without distinction).  
VAT REG. No.: A-80310824  
Registered Office: Marqués de Villamejor number 5 - Planta 1ª, 28006 Madrid (Spain)
- The law firm RAMÓN & CAJAL ABOGADOS S.L. ("**RAMÓN & CAJAL**") has provided legal advice for establishing the Fund and issuing the Bonds and reviewed the tax implications thereof.  
VAT Reg. Number: B-80340896  
Registered Office: Paseo de la Castellana number 4, 28046 Madrid (Spain)
- PricewaterhouseCoopers Auditores S.L. ("**PRICEWATERHOUSECOOPERS**") have audited certain characteristics of a sample of all the selected mortgage loans of BANKINTER.  
PRICEWATERHOUSECOOPERS are entered in the Official Register of Auditors (ROAC) of Spain under number S0242.  
VAT Reg. Number: B-79031290  
Registered Office: Paseo de la Castellana number 43, 28046 Madrid (Spain)

BANKINTER S.A. has a 1.5317% interest in the share capital of EUROPEA DE TITULIZACIÓN.

No other direct or indirect ownership or controlling interest whatsoever is known to exist between the above-mentioned legal persons involved in this securitisation transaction.

## 6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

The Management Company, EUROPEA DE TITULIZACIÓN shall be responsible for managing and being the authorised representative of the Fund on the terms set in Act 19/1992 and Royal Decree 926/1998, and other applicable laws, and on the terms of the Deed of Constitution and this Prospectus.

### 6.1 Incorporation and registration at the Companies Register.

EUROPEA DE TITULIZACIÓN was incorporated in a public deed executed on January 19, 1993 before Madrid Notary Public Mr Roberto Blanquer Uberos, his document number 117, with the prior authorisation of the Economy and Finance Ministry, given on December 17, 1992, and entered in the Companies Register of Madrid at volume 5,461, book 0, folio 49, section 8, sheet M89355, entry 1, on March 11, 1993; the company was re-registered as a Securitisation Fund Management Company in accordance with the provisions of chapter II and in the single transitional provision of Royal Decree 926/1998, May 14, regulating asset securitisation funds and securitisation fund management companies, pursuant to an authorisation granted by a Ministerial Order dated October 4, 1999 and in a deed executed on October 25, 1999 before Madrid Notary Public Mr Luis Felipe Rivas Recio, his document number 3,289, which was entered under number 33 of the sheet opened for the Company in said Companies Register.

EUROPEA DE TITULIZACIÓN has perpetual existence, other than upon the occurrence of any of the events of dissolution provided by the laws and the articles of association.

### 6.2 Audit.

The annual accounts of EUROPEA DE TITULIZACIÓN for the years ended on December 31, 2006 and 2005 have been audited by the firm Deloitte S.L., with place of business at Madrid, and entered in the Official Register of Auditors (ROAC) under number S0692.

The audit reports on the annual accounts for the years 2006 and 2005 have no provisos .

### 6.3 Principal activities.

The exclusive objects of EUROPEA DE TITULIZACIÓN are to establish, manage and be the authorised representative of both asset securitisation funds and mortgage securitisation funds .

EUROPEA DE TITULIZACIÓN manages 75 securitisation funds as at the registration date of this Registration Document, 21 being mortgage securitisation funds and 54 being asset securitisation funds.

The following table itemises the 75 securitisation funds managed, giving their date of establishment and the face amount of the bonds issued by those funds and their outstanding principal balances as at August 31, 2007.

Securitisation Fund	Establishment	Initial	Issue	Bonds	Issue	Bonds	Bond Issue
		Bond Issue	Balance 31.08.2007	?	Balance 31.12.2006	?	Balance 31.12.2005
		EUR	EUR	%	EUR	%	EUR
<b>TOTAL</b>		<b>84,905,896,652.96</b>	<b>60,959,067,886.16</b>	<b>46.5%</b>	<b>41,622,450,971.95</b>	<b>28.11%</b>	<b>32,490,363,122.22</b>
<b>Mortgage (FTH)</b>		<b>13,591,546,652.96</b>	<b>6,827,306,299.30</b>	<b>1.3%</b>	<b>6,739,243,850.52</b>	<b>4.08%</b>	<b>6,475,261,178.18</b>
Bankinter 14 FTH	19.03.2007	964,000,000.00	949,900,115.74				
Bankinter 12 FTH	06.03.2006	1,200,000,000.00	1,045,951,850.08	-12.8%	1,200,000,000.00		
Valencia Hipotecario 2 FTH	07.12.2005	950,000,000.00	734,695,065.45	-11.5%	830,584,559.95	-12.6%	950,000,000.00
Bankinter 11 FTH	28.11.2005	900,000,000.00	755,986,318.56	-16.0%	900,000,000.00	0.0%	900,000,000.00
Bankinter 7 FTH	18.02.2004	490,000,000.00	288,523,613.14	-7.1%	310,601,446.96	-12.9%	356,717,443.60
Bankinter 5 FTH	16.12.2002	710,000,000.00	348,094,407.96	-11.7%	394,326,433.24	-15.3%	465,770,758.79
BZ Hipotecario 4 FTH	27.11.2002	313,400,000.00	114,111,512.00	-14.6%	133,590,667.48	-21.8%	170,910,609.60
Rural Hipotecario IV FTH	14.11.2002	520,000,000.00	221,067,001.85	-12.7%	253,138,797.81	-18.7%	311,312,202.68
Bancaja 4 FTH	05.11.2002	1,000,000,000.00	384,311,611.20	-9.9%	426,542,491.90	-19.6%	530,288,384.35
Bankinter 4 FTH	24.09.2002	1,025,000,000.00	521,893,546.15	-12.2%	594,725,493.56	-14.5%	695,988,565.76
Rural Hipotecario III FTH	14.05.2002	325,000,000.00	136,515,082.60	-9.7%	151,223,912.92	-17.3%	182,884,293.55
Bankinter 3 FTH	22.10.2001	1,322,500,000.00	553,411,963.74	-13.0%	636,195,596.86	-15.4%	752,104,867.20
BZ Hipotecario 3 FTH	23.07.2001	310,000,000.00	88,646,333.66	-15.4%	104,762,637.42	-20.2%	131,343,594.55
Rural Hipotecario II FTH	29.05.2001	235,000,000.00	74,503,412.80	-14.6%	87,231,827.20	-19.8%	108,722,959.00
BZ Hipotecario 2 FTH	28.04.2000	285,000,000.00	50,253,122.60	-17.6%	61,003,530.94	-23.1%	79,335,648.86
Rural Hipotecario I FTH	22.02.2000	200,000,000.00	43,815,272.90	-17.2%	52,894,964.42	-23.0%	68,686,186.28
Bankinter 2 FTH	25.10.1999	320,000,000.00	93,704,625.41	-17.4%	113,458,270.94	-17.1%	136,877,163.99
Bankinter 1 FTH	12.05.1999	600,000,000.00	131,525,114.16	-12.1%	149,656,739.58	-20.6%	188,428,409.46
BZ Hipotecario 1 FTH	16.04.1999	350,000,000.00	55,984,308.50	-12.6%	64,073,530.22	-24.7%	85,068,186.20
Hipotecario 2 FTH	04.12.1998	1,051,771,182.67	189,338,769.80	-13.3%	218,421,786.82	-23.4%	285,097,903.72
Bancaja 2 FTH	23.10.1998	240,404,841.75	45,073,251.00	0.0%	45,073,251.00	-24.8%	59,937,667.99
Bancaja 1 FTH (*)	18.07.1997	120,202,420.88	liquidated	-100.0%	11,737,911.30	-25.6%	15,786,332.60
BBV-MBS I FTH	30.11.1995	90,151,815.66	liquidated				
Hipotecario 1 FTH	20.09.1993	69,116,392.00	liquidated				
(*) Liquidated early on 15.03.2007							
<b>Asset (FTA)</b>		<b>71,314,350,000.00</b>	<b>54,131,761,586.86</b>	<b>55.2%</b>	<b>34,883,207,121.43</b>	<b>34.1%</b>	<b>26,015,101,944.04</b>
FTPME Bancaja 6 FTA	26.09.2007	1,027,000,000.00					
BBVA RMBS 3 FTA	23.07.2007	3,000,000,000.00	3,000,000,000.00				
PYME Valencia 1 FTA	20.07.2007	865,300,000.00	865,300,000.00				
Bancaja 11 FTA	16.07.2007	2,022,900,000.00	2,022,900,000.00				
BBVA Leasing 1 FTA	25/06/2007	2,500,000,000.00	2,500,000,000.00				
BBVA-6 FTPME FTA	11/06/2007	1,500,000,000.00	1,500,000,000.00				
BBVA Finanzia Autos 1 FTA	30/04/2007	800,000,000.00	800,000,000.00				
MBS Bancaja 4 FTA	27/04/2007	1,873,100,000.00	1,795,120,400.00				
Rural Hipotecario IX FTA	28/03/2007	1,515,000,000.00	1,438,140,120.00				
BBVA RMBS 2 FTA	26/03/2007	5,000,000,000.00	4,862,807,745.00				
BBVA RMBS 1 FTA	19.02.2007	2,500,000,000.00	2,404,953,880.00				
Bancaja 10 FTA	26.01.2007	2,631,000,000.00	2,442,009,870.00				
BBVA Consumo 2 FTA	27.11.2006	1,500,000,000.00	1,500,000,000.00	0.0%	1,500,000,000.00		
Ruralpyme 2 FTPME FTA	24.11.2006	617,050,000.00	521,777,362.10	-15.4%	617,050,000.00		
Bankinter 13 FTA	20.11.2006	1,570,000,000.00	1,570,000,000.00	0.0%	1,570,000,000.00		
Valencia Hipotecario 3 FTA	15.11.2006	911,000,000.00	829,152,938.00	-9.0%	911,000,000.00		
BBVA-5 FTPME FTA	23.10.2006	1,900,000,000.00	1,589,527,868.80	-16.3%	1,900,000,000.00		
PYME Bancaja 5 FTA	02.10.2006	1,178,800,000.00	808,637,846.50	-31.4%	1,178,800,000.00		
Bankinter 2 PYME FTA	26.06.2006	800,000,000.00	800,000,000.00	0.0%	800,000,000.00		
Consumo Bancaja 1 FTA	26.06.2006	612,900,000.00	612,900,000.00	0.0%	612,900,000.00		
Rural Hipotecario VIII FTA	26.05.2006	1,311,700,000.00	1,311,700,000.00	0.0%	1,311,700,000.00		
BBVA Consumo 1 FTA	08.05.2006	1,500,000,000.00	1,500,000,000.00	0.0%	1,500,000,000.00		

Securitisation Fund	Establishment	Initial	Issue	Bonds	Issue	Bonds	Bond Issue
		Bond Issue	Balance 31.08.2007	Balance 31.12.2006	Balance 31.12.2005		
		EUR	EUR	??	EUR	??	EUR
MBS BANCAJA 3 FTA	03.04.2006	810,000,000.00	631,991,227.20	-10.1%	703,043,514.80		
Bancaja 9 FTA	02.02.2006	2,022,600,000.00	1,586,620,790.00	-9.1%	1,744,997,380.00		
BBVA Autos 2 FTA	12.12.2005	1,000,000,000.00	1,000,000,000.00	0.0%	1,000,000,000.00	0.0%	1,000,000,000.00
Edt FTPYME Pastor 3 FTA	05.12.2005	520,000,000.00	252,174,312.46	-33.8%	380,805,675.83	-26.8%	520,000,000.00
Rural Hipotecario Global I FTA	18.11.2005	1,078,000,000.00	824,077,856.61	-11.6%	932,164,120.79	-13.5%	1,078,000,000.00
FTPYME Bancaja 4 FTA	07.11.2005	1,524,000,000.00	691,837,585.88	-29.9%	986,887,779.41	-35.2%	1,524,000,000.00
BBVA 4 PYME FTA	26.09.2005	1,250,000,000.00	611,492,801.45	-51.1%	1,250,000,000.00	0.0%	1,250,000,000.00
Bankinter 10 FTA	27.06.2005	1,740,000,000.00	1,366,964,257.12	-6.8%	1,466,558,997.10	-15.7%	1,740,000,000.00
MBS Bancaja 2 FTA	27.06.2005	809,200,000.00	495,468,728.16	-15.3%	585,069,193.36	-21.5%	745,472,663.52
BBVA Hipotecario 3 FTA	13.06.2005	1,450,000,000.00	881,354,356.41	-15.5%	1,042,844,698.00	-21.1%	1,321,621,631.30
Rural Hipotecario VII FTA	29.04.2005	1,100,000,000.00	784,690,774.67	-8.1%	853,742,668.37	-14.8%	1,002,428,919.05
Bancaja 8 FTA	22.04.2005	1,680,100,000.00	1,068,992,806.38	-14.7%	1,253,797,200.56	-18.6%	1,539,361,229.38
Bankinter 9 FTA	14.02.2005	1,035,000,000.00	774,682,615.82	-10.0%	860,813,028.16	-16.8%	1,035,000,000.00
BBVA-3 FTPYME FTA	29.11.2004	1,000,000,000.00	451,991,116.69	-23.3%	589,349,210.82	-41.1%	1,000,000,000.00
Ruralpyme 1 FTPYME FTA	23.11.2004	214,000,000.00	113,762,757.67	-14.4%	132,892,833.40	-23.2%	173,024,296.72
BBVA Autos 1 FTA	25.10.2004	1,000,000,000.00	712,865,920.00	-20.6%	897,434,960.00	-10.3%	1,000,000,000.00
FTPYME Bancaja 3 FTA	11.10.2004	900,000,000.00	290,018,400.14	-22.7%	375,133,008.09	-58.3%	900,000,000.00
Bancaja 7 FTA	12.07.2004	1,900,000,000.00	1,027,623,301.18	-13.7%	1,190,508,554.06	-32.0%	1,750,000,000.00
Rural Hipotecario VI FTA	07.07.2004	950,000,000.00	573,824,420.10	-11.9%	651,118,829.40	-16.7%	781,477,860.25
MBS Bancaja 1 FTA	17.05.2004	690,000,000.00	306,222,530.94	-17.0%	369,020,564.16	-46.5%	690,000,000.00
Valencia H 1 FTA	23.04.2004	472,000,000.00	278,690,534.42	-12.1%	316,993,112.58	-14.6%	371,107,375.09
Bankinter 8 FTA	03.03.2004	1,070,000,000.00	665,811,799.82	-7.3%	718,061,846.93	-14.3%	837,970,768.01
Bancaja 6 FTA	03.12.2003	2,080,000,000.00	918,568,864.72	-14.8%	1,077,852,239.88	-21.3%	1,369,610,139.04
Rural Hipotecario V FTA	28.10.2003	695,000,000.00	382,025,519.36	-8.1%	415,711,778.28	-16.8%	499,528,194.12
Bankinter 6 FTA	25.09.2003	1,350,000,000.00	807,614,238.39	-10.7%	904,534,542.77	-13.3%	1,043,250,162.72
FTPYME Bancaja 2 FTA	19.09.2003	500,000,000.00	145,644,215.87	-23.4%	190,138,306.78	-29.7%	270,480,639.80
Bancaja 5 FTA	14.04.2003	1,000,000,000.00	412,459,145.30	-13.9%	478,827,993.55	-20.7%	604,031,954.00
Bancaja 3 FTA	29.07.2002	520,900,000.00	520,900,000.00	0.0%	520,900,000.00	0.0%	520,900,000.00
FTPYME Bancaja 1 FTA	04.03.2002	600,000,000.00	252,683,371.80	-1.1%	255,514,370.40	-2.1%	260,899,034.40
BBVA-2 FTPYME ICO	01.12.2000	900,000,000.00	110,795,841.18	-36.7%	175,048,960.77	-42.9%	306,595,443.42
BCL Municipios I FTA	21.06.2000	1,205,000,000.00	400,555,300.00	-12.8%	459,377,520.00	-22.9%	595,672,530.00
BBVA-1 FTA	24.02.2000	1,112,800,000.00	114,428,166.72	-43.5%	202,614,233.18	-28.8%	284,669,103.22

#### 6.4 Share capital and equity.

The wholly subscribed for, paid-up share capital amounts to one million eight hundred and three thousand and thirty-seven euros and fifty eurocents (EUR 1,803,037.50) represented by 2,500 registered shares, all in the same class, correlatively numbered from 1 to 2,500, both inclusive, wholly subscribed for and paid up, and divided into two series:

- Series A comprising 1,250 shares, numbers 1 to 1,250, both inclusive, having a unit face value of EUR 276.17.
- Series B comprising 1,250 shares, numbers 1,251 to 2,500, both inclusive, having a unit face value of EUR 1,166.26.

The shares are all in the same class and confer identical political and economic rights.

(EUR)	31.12.2006	??	31.12.2005	??	31.12.2004
<b>Equity * (1)</b>	<b>3,095,298.97</b>	<b>0.00%</b>	<b>3,095,298.97</b>	<b>0.00%</b>	<b>3,095,298.97</b>
Capital	1,803,037.50	0.00%	1,803,037.50	0.00%	1,803,037.50
Reserves	1,292,261.47	0.00%	1,292,261.47	0.00%	1,292,261.47
<i>Legal</i>	360,607.50	0.00%	360,607.50	0.00%	360,607.50
<i>Voluntary</i>	931,653.97	0.00%	931,653.97	0.00%	931,653.97
<b>Year's profit (2)</b>	<b>2,004,500.15</b>	<b>12.02%</b>	<b>1,789,429.69</b>	<b>0.14%</b>	<b>1,786,915.94</b>
<b>TOTAL (1)+(2)</b>	<b>5,099,799.12</b>	<b>4.40%</b>	<b>4,884,728.66</b>	<b>0.05%</b>	<b>4,882,214.91</b>

\* Does not include year's profit

6.5 **Existence or not of shareholdings in other companies.**

There are no shareholdings in any other company.

6.6 **Administrative, management and supervisory bodies.**

The government and management of the Management Company are entrusted under the Articles of Association to the General Shareholders' Meeting and the Board of Directors. Their duties and authorities are as prescribed for those bodies in the Public Limited Companies Act and in Royal Decree 926/1998, in relation to the objects.

As provided for in the Articles of Association, the Board of Directors has delegated to an Executive Committee all its authorities that may be delegated by law and in accordance with the articles, including resolving to set up Securitisation Funds. There is also a General Manager vested with extensive authorities within the organisation and vis-à-vis third parties.

**Board of Directors**

The Board of Directors has the following membership:

<b>Chairman:</b>	Mr Roberto Vicario Montoya (*) (**)
<b>Vice-Chairman:</b>	Mr Pedro María Urresti Laca (**)
<b>Directors:</b>	Mr Ignacio Aldonza Goicoechea (**)
	Mr Luis Bach Gómez (*) (**)
	Mr Jon Bilbao Vidaurrazaga (**)
	Mr José M <sup>a</sup> . Castellón Leal on behalf of Barclays Bank, S.A.
	Mr Ignacio Echevarría Soriano (**)
	Ms Ana Fernández Manrique (*) (**)
	Mr Thierry Loiseau on behalf of BNP Paribas España, S.A.
	Mr Mario Masiá Vicente (*)
	Mr Arturo Miranda Martín on behalf of J.P. Morgan España, S.A. (*)
	Mr Vicente Ortueta Monfort (**)
	Ms Carmen Pérez de Muniaín Marzana (**)
	Mr José Miguel Raboso Díaz on behalf of Citibank España, S.A. (*)
	Mr Justo de Rufino Portillo (*) (**)
	Mr Jorge Sáenz de Miera on behalf of Deutsche Bank Credit, S.A.
	Mr Borja Uriarte Villalonga on behalf of Bankinter, S.A.

**Non-Director Secretary:** Ms Belén Rico Arévalo

(\*) Member of the Board of Directors' Executive Committee.

(\*\*) Proprietary Directors for BBVA.

The business address of the directors of EUROPEA DE TITULIZACIÓN is for these purposes at Madrid, calle Lagasca number 120.

**General Manager.**

The Management Company's General Manager is Mr Mario Masiá Vicente.

6.7 **Principal activities of the persons referred to in section 6.6 above, performed outside the Management Company where these are significant with respect to the Fund.**

Borja Uriarte Villalonga, who is BANKINTER's individual representative on the Management Company's Board, is currently a member of staff of BANKINTER, in turn the Originator of the assets to be pooled in the Fund, the Lead Manager, the Underwriter and Placement Agent and the Paying Agent of the Bond Issue and counterparty to the remaining agreements entered into by the Fund, represented by the Management Company.

**6.8 Lenders of the Management Company in excess of 10 percent.**

The Management Company has received no loan or credit from any person or institution whatsoever.

**6.9 Litigation in the Management Company.**

As of the registration date of this Prospectus, the Management Company is not involved in any event in the nature of insolvency or in any litigation or actions which might affect its economic and financial position or, in the future, its capacity to discharge its Fund management and administration duties.

**7. MAJOR SHAREHOLDERS**

**7.1 Statement as to whether the Management Company is directly or indirectly owned or controlled.**

The ownership of shares in the Management Company is distributed among the companies listed below, specifying the percentage holding of each one:

Name of shareholder company	Holding * (%)
Banco Bilbao Vizcaya Argentaria, S.A.	82.9703
J.P. Morgan España, S.A.	4.0000
Caja de Ahorros del Mediterráneo	1.5420
Banco Sabadell, S.A.	1.5317
Bankinter, S.A.	1.5317
Barclays Bank, S.A.	1.5317
Citibank España, S.A.	1.5317
Deutsche Bank Credit, S.A.	0.7658
Deutsche Bank, S.A.E.	0.7658
Banco Cooperativo Español, S.A.	0.7658
Banco Pastor, S.A.	0.7658
Banco de la Pequeña y Mediana Empresa, S.A.	0.7658
BNP Paribas España, S.A.	0.7658
Caja de Ahorros y Monte de Piedad de Madrid	0.3829
Caja de Ahorros de Salamanca y Soria - Caja Duero	0.3829
	100.0000

For the purposes of Commercial Code article 42, EUROPEA DE TITULIZACIÓN is a member of Banco Bilbao Vizcaya Argentaria Group.

EUROPEA DE TITULIZACIÓN has established an Internal Code of Conduct in fulfilment of the provisions of Chapter II of Royal Decree 629/1993, May 3, on operating standards in securities markets and mandatory registrations, which has been notified to the CNMV.

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

**8.1 Statement as to commencement of operations and financial statements as at the date of the Registration Document.**

In accordance with the provisions of section 4.4.2 of this Registration Document, the Fund's operations shall commence on the date of execution of the Deed of Constitution and therefore the Fund has no financial statement as of the date of this Registration Document.

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

Not applicable.

**8.2 bis Historical financial information for issues of securities having a denomination per unit of at least EUR 50,000.**

Not applicable.

**8.3 Legal and arbitration proceedings.**

Not applicable.

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

Not applicable.

**9. THIRD PARTY INFORMATION, STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST**

**9.1 Statement or report attributed to a person as an expert.**

No statement or report is included.

**9.2 Information sourced from a third party.**

No information is included.

**10. DOCUMENTS ON DISPLAY**

**10.1 Documents on display.**

If necessary, the following documents or copies thereof may be inspected during the period of validity of this Registration Document:

- a) the Deed of Constitution of the Fund;
- b) the transcripts of corporate resolutions of the Management Company and of the Originator;
- c) this Prospectus;
- d) the agreements to be entered into by the Management Company for and on behalf of the Fund;
- e) the audit report on certain characteristics and attributes of a sample of all mortgage loans selected in order for the relevant receivables to be assigned to the Fund;
- f) the letters from the Rating Agencies notifying the ratings assigned to each Series in the Bond Issue;
- g) the letter statement from the Lead Manager of the Bond Issue and taking responsibility, with the Management Company, for the Securities Note;
- h) the letter statement from the Originator;
- i) the notarial certificate of payment of the Bond Issue, once the Bond Issue is paid up;
- j) the Management Company's annual accounts and the relevant audit reports; and
- k) the Management Company's articles of association and memorandum of association.

Those documents may be physically obtained at the registered office of EUROPEA DE TITULIZACIÓN at Madrid, calle Lagasca number 120.

Moreover, the Prospectus can also be accessed at the website of EUROPEA DE TITULIZACIÓN, at [www.edt-sg.com](http://www.edt-sg.com), of AIAF at [www.aiaf.es](http://www.aiaf.es) and of the CNMV at [www.cnmv.es](http://www.cnmv.es), and is available to investors interested in the offer by the Underwriter and Placement Agent.

The Deed of Constitution of the Fund may be physically accessed at the place of business of Iberclear in Madrid, Plaza de la Lealtad number 1.

In addition, the documents listed in a) to i) may be obtained at the CNMV, excepting that referred to in paragraph d) above.

## **SECURITIES NOTE**

**(Annex XIII to Commission Regulation (EC) No. 809/2004 of April 29, 2004)**

### **1 PERSONS RESPONSIBLE**

#### **1.1 Persons responsible for the information given in the Securities Note.**

Mr Mario Masiá Vicente, acting for and on behalf of EUROPEA DE TITULIZACIÓN, the company sponsoring BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA, takes responsibility for the contents of this Securities Note and of the Building Block.

Mr Lázaro de Lázaro Torres, duly authorised for these presents, for and on behalf of BANKINTER, S.A., Lead Manager of the Bond Issue by BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA, takes responsibility for the contents of this Securities Note.

#### **1.2 Declaration by those responsible for the Securities Note.**

Mr Mario Masiá Vicente declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Securities Note is, to the best of his knowledge, in accordance with the facts and contains no omission likely to affect its contents.

Mr Mario Masiá Vicente is acting as General Manager of the Management Company using the authorities conferred by the Board of Directors at its meetings held on January 19, 1993 and January 28, 2000, and expressly for establishing the Fund pursuant to authorities conferred by the Board of Directors' Executive Committee on September 1, 2007.

Mr Lázaro de Lázaro Torres declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Securities Note is, to the best of his knowledge, in accordance with the facts and contains no omission likely to affect its contents.

Mr Lázaro de Lázaro Torres is acting as attorney-in-fact for the Lead Manager using the authorities conferred by the Board of Directors at its meeting held on June 14, 2006.

### **2 RISK FACTORS**

The risk factors linked to the Bonds are described in section 2 of Risk Factors of this Prospectus.

The risk factors linked to the assets backing the issue are described in section 3 of Risk Factors of this Prospectus.

### **3 KEY INFORMATION**

#### **3.1 Interest of natural and legal persons involved in the offer.**

The identity of the legal persons involved in the offer and direct or indirect shareholdings between them are detailed in section 5.2 of the Registration Document. Their interest as persons involved in the offer of the Bond Issue are as follows:

- a) EUROPEA DE TITULIZACIÓN is the Fund Management Company.
- b) BANKINTER and EUROPEA DE TITULIZACIÓN have structured the financial terms of the Fund and the Bond Issue.
- c) BANKINTER is the Originator of the Mortgage Loan receivables by issuing the Mortgage Certificates to be pooled in the Fund, represented by the Management Company.

- d) BANKINTER is the Lead Manager and the Underwriter and Placement Agent of the Bond Issue.
- e) BANKINTER is involved as Paying Agent of the Bond Issue and shall be the Fund's counterparty under the Guaranteed Interest Rate Account (Treasury Account), Guaranteed Interest Rate Account (Amortisation Account), Start-Up Loan, Interest Swap, Mortgage Loan Servicing and Mortgage Certificate Custody, Bond Paying Agent and Financial Intermediation Agreements.

The Management Company is not aware of the existence of any other significant link or economic interest between the aforesaid institutions involved in the Bond Issue offering, other than what is strictly professional derived from their involvement as detailed in this section and in section 3.2 of the Building Block, saving as set out in sections 5.2 and 6.7 of the Registration Document.

#### **4 INFORMATION CONCERNING THE SECURITIES TO BE OFFERED AND ADMITTED TO TRADING.**

##### **4.1 Total amount of the securities.**

The total face value amount of the issue of Mortgage-Backed Bonds (the "**Bond Issue**") is EUR one billion five hundred and twenty-five million five hundred thousand (1,525,500,000.00), consisting of fifteen thousand two hundred and fifty-five (15,255) Bonds denominated in euros and comprised of five Bond Classes, distributed into seven Series as follows:

- a) Class A comprising three Series having a face amount of EUR one billion four hundred and fifty-three million four hundred thousand (1,453,400,000.00) (either "**Class A**" or the "**Class A Bonds**"):
  - i) Series A1 having a total face amount of EUR two hundred and fifty-five million (255,000,000.00) comprising two thousand five hundred and fifty (2,550) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series A1**" or the "**Series A1 Bonds**").
  - ii) Series A2 having a total face amount of EUR eight hundred and fifty-three million four hundred thousand (853,400,000.00) comprising eight thousand five hundred and thirty-four (8,534) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series A2**" or the "**Series A2 Bonds**").
  - iii) Series A3 having a total face amount of EUR three hundred and forty-five million (345,000,000.00) comprising three thousand four hundred and fifty (3,450) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series A3**" or the "**Series A3 Bonds**").
- b) Class B comprising a single Series B having a total face amount of EUR fifteen million eight hundred thousand (15,800,000.00) comprising one hundred and fifty-eight (158) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series B**" or the "**Series B Bonds**").
- c) Class C comprising a single Series C having a total face amount of EUR fifteen million eight hundred thousand (15,800,000.00) comprising one hundred and fifty-eight (158) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series C**" or the "**Series C Bonds**").
- d) Class D comprising a single Series D having a total face amount of EUR fifteen million (15,000,000.00) comprising one hundred and fifty (150) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series D**" or the "**Series D Bonds**").
- e) Class E comprising a single Series E having a total face amount of EUR twenty-five million five hundred thousand (25,500,000.00) comprising two hundred and fifty-five (255) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series E**" or the "**Series E Bonds**").

Subscribing for or holding Bonds in one Series does not imply subscribing for or holding Bonds in the other Series.

The Bonds are issued at 100 percent of their face value. The issue price of the Bonds in each of Series A1, A2, A3, B, C, D and E shall be EUR one hundred thousand (100,000) per Bond, clear of taxes and subscription costs for the subscriber through the Fund. The expenses and taxes inherent in the bond issue shall be borne by the Fund.

#### 4.1.1 Underwriting and placement of the Bond Issue.

The Bond Issue shall be placed and Bond subscription shall be underwritten by BANKINTER as Placement Agent and as Underwriter, under the Bond Issue management, underwriting and placement agreement (the **“Management, Underwriting and Placement Agreement”**) to be entered into by the Management Company for and on behalf of the Fund.

The following is the Underwriter and Placement Agent’s commitment in relation to underwriting subscription for the Bonds in each Series:

Underwriter	Face amount underwritten in each Series (EUR)						
	Series A1 Bonds	Series A2 Bonds	Series A3 Bonds	Series B Bonds	Series C Bonds	Series D Bonds	Series E Bonds
BANKINTER	255,000,000.00	853,400,000.00	345,000,000.00	15,800,000.00	15,800,000.00	15,000,000.00	25,500,000.00
<b>Total</b>	<b>255,000,000.00</b>	<b>853,400,000.00</b>	<b>345,000,000.00</b>	<b>15,800,000.00</b>	<b>15,800,000.00</b>	<b>15,000,000.00</b>	<b>25,500,000.00</b>

BANKINTER shall receive out of the Fund a placement fee on the face amount of the Bonds subscribed for by investors through its mediation. In respect of the Bonds, if any, not placed among investors, BANKINTER shall receive no placement fee whatsoever and as Underwriter shall subscribe for the same at one hundred percent (100%) of their face value.

BANKINTER shall be involved as Lead Manager and Underwriter and Placement Agent in the Bond Issue and shall not be howsoever remunerated for managing and underwriting the Bond Issue.

The Management, Underwriting and Placement Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each Series as final ratings by the start of the Subscription Period or in the events provided for by the laws in force for the time being.

#### 4.2 Description of the type and class of the securities.

The Bonds legally qualify as marketable fixed-income securities with an explicit yield and are subject to the system prescribed in the Securities Market Act and implementing regulations.

#### 4.3 Legislation under which the securities have been created.

The establishment of the Fund and the Bond Issue are subject to Spanish Law and in particular are carried out in accordance with the legal system provided for by (i) Act 19/1992, (ii) Mortgage Market Regulation Act 2/1981, March 25 (“Act 2/1981”), (iii) Securities Market Act 24/1988, July 28 (the **“Securities Market Act”**), (iv) Commission Regulation (EC) No. 809/2004 of April 29, 2004, (v) Royal Decree 1310/2005, and (vi) all other legal and statutory provisions in force and applicable from time to time.

The Deed of Constitution, the Bond Issue and the service provision and financial risk cover transaction agreements on behalf of the Fund shall be subject to Spanish Law and be governed by and construed in accordance with Spanish laws.

All matters, disagreements, actions and claims deriving from the Management Company establishing, managing and being the authorised representative of BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA and the Bond Issue by the same shall be referred to the Courts and Tribunals of the city of Madrid.

#### **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 Bonds issued by the Fund will be exclusively represented by means of book entries, and will become such Bonds when entered at Iberclear, the institution in charge of the accounting record, in accordance with article 11 of Book Entries and Stock Exchange Transaction Clearing and Settlement Royal Decree 116/1992, February 14. In this connection, and for the record, the Deed of Constitution shall have the effects prescribed by article 6 of the Securities Market Act.

Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores S.A. ("**Iberclear**"), with place of business at Plaza de la Lealtad, no. 1, Madrid, shall be the institution designated in the Deed of Constitution to account for the Bonds in order for the Bonds to be cleared and settled in accordance with the operating rules regarding securities admitted to trading on AIAF Mercado de Renta Fija ("AIAF") and represented by means of book entries, established now or henceforth by Iberclear or AIAF.

Bondholders shall be identified as such when entered in the accounting record kept by the members of Iberclear.

#### **4.5 Currency of the issue.**

The Bonds shall be denominated in Euros.

#### **4.6 Ranking of the securities.**

Series B Bond interest payment and principal repayment is deferred with respect to Class A (Series A1, A2 and A3) Bonds, as provided in the Priority of Payments and in the Liquidation Priority of Payments.

Series C Bond interest payment and principal repayment is deferred with respect to Class A (Series A1, A2 and A3) and Series B Bonds, as provided in the Priority of Payments and in the Liquidation Priority of Payments.

Series D Bond interest payment and principal repayment is deferred with respect to Class A (Series A1, A2 and A3), Series B and Series C Bonds, as provided in the Priority of Payments and in the Liquidation Priority of Payments.

Series E Bond interest payment and principal repayment is deferred with respect to Class A (Series A1, A2 and A3), Series B, Series C and Series D Bonds, as provided in the Priority of Payments and in the Liquidation Priority of Payments.

##### **4.6.1 Simple reference to the order number of Bond interest payment in each Series in the Fund priority of payments.**

Payment of interest accrued by Series A1, A2 and A3 Bonds is (i) third (3<sup>rd</sup>) in the application of Available Funds in the Priority of Payments established in section 3.4.6.2.1.2 of the Building Block, and (ii) fourth (4<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Payment of interest accrued by Series B Bonds is (i) fourth (4<sup>th</sup>) in the application of Available Funds in the Priority of Payments established in said section 3.4.6.2.1.2 of the Building Block, other than in the event provided for in that same section for the same to be deferred, in which case it shall be eighth (8<sup>th</sup>), and (ii) sixth (6<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Payment of interest accrued by Series C Bonds is (i) fifth (5<sup>th</sup>) in the application of Available Funds in the Priority of Payments established in said section 3.4.6.2.1.2 of the Building Block, other than in the event provided for in that same section for the same to be deferred, in which case it shall be ninth (9<sup>th</sup>), and (ii)

eighth (8<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Payment of interest accrued by Series D Bonds is (i) sixth (6<sup>th</sup>) in the application of Available Funds in the Priority of Payments established in said section 3.4.6.2.1.2 of the Building Block, other than in the event provided for in that same section for the same to be deferred, in which case it shall be tenth (10<sup>th</sup>), and (ii) tenth (10<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Payment of interest accrued by Series E Bonds is (i) twelfth (12<sup>th</sup>) in the application of Available Funds in the Priority of Payments established in said section 3.4.6.2.1.2 of the Building Block, and (ii) thirteenth (13<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

#### **4.6.2 Simple reference to the order number of Bond principal repayment in each Series in the Fund priority of payments.**

The Series A1, A2, A3, B, C and D Amortisation Withholding amount designed for amortising Series A1, A2, A3, B, C and D Bonds as a whole without distinction between those Series is seventh (7<sup>th</sup>) in the application of Available Funds in the Priority of Payments established in section 3.4.6.2.1.2 of the Building Block. Repayment of Series E Bond principal is thirteenth (13<sup>th</sup>) in the application of Available Funds in the Priority of Payments.

Repayment of Series A1, A2, A3, B, C and D Bond principal shall take place in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D contained in section 4.9.3.6 of this Securities Note.

Repayment of Series A1, A2 and A3 Bond principal is fifth (5<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Repayment of Series B Bond principal is seventh (7<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Repayment of Series C Bond principal is ninth (9<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Repayment of Series D Bond principal is eleventh (11<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Repayment of Series E Bond principal is fourteenth (14<sup>th</sup>) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

#### **4.7 Description of the rights attached to the securities.**

The economic and financial rights for Bondholders associated with acquiring and holding the Bonds shall be as derived from the terms as to interest rate, yields and redemption terms on which they are to be issued and given in sections 4.8 and 4.9 of this Securities Note. In accordance with the laws in force for the time being, the Bonds subject of this Securities Note shall vest the investor acquiring the same in no present and/or future political rights in and to the Fund.

Bondholders and all other creditors of the Fund shall have no recourse whatsoever against Mortgage Loan Obligors who may have defaulted on their payment obligations or against the Originator. Any such rights shall lie with the Management Company, representing the Fund.

Bondholders and all other creditors of the Fund shall have no recourse whatsoever against the Fund or against the Management Company in the event of non-payment of amounts due by the Fund resulting from the existence of Mortgage Loan default or prepayment, a breach by the Originator of its obligations or by the counterparties to the transactions entered into for and on behalf of the Fund, or shortfall of the financial hedging transactions for servicing the Bonds in each Series.

Bondholders and all other creditors of the Fund shall have no recourse against the Management Company other than as derived from a breach of its duties. Those actions shall be resolved in the relevant ordinary declaratory proceedings depending on the amount claimed.

All matters, disagreements, actions and claims deriving from the Management Company establishing, managing and being the authorised representative of BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA and the Bond Issue by the same shall be heard and ruled upon by the Courts and Tribunals of the city of Madrid.

#### **4.8 Nominal interest rate and provisions relating to interest payable.**

##### **4.8.1 Bond nominal interest rate.**

The Bonds in each Series shall accrue, from the Closing Date until they mature fully, yearly nominal interest, variable and payable quarterly, which shall be the result of applying the policies established hereinafter for each Series.

The resultant yearly nominal interest rate (the “**Nominal Interest Rate**”) for each Series shall be payable quarterly in arrears on each Payment Date on the Outstanding Principal Balance of the Bonds in each Series on the preceding Determination Date, provided that the Fund has sufficient liquidity in the Priority of Payments or in the Liquidation Priority of Payments, as the case may be.

Withholdings, interim payments, contributions and taxes established or to be established in the future on Bond principal, interest or returns shall be borne exclusively by Bondholders, and their amount, if any, shall be deducted by the Management Company, for and on behalf of the Fund, or through the Paying Agent, as provided by law.

##### **4.8.1.1 Interest accrual.**

For interest accrual purposes, the duration of each Bond Series shall be divided into successive interest accrual periods (the “**Interest Accrual Periods**”) comprising the exact number of days elapsed between every two consecutive Payment Dates, each Interest Accrual Period including the beginning Payment Date but not including the ending Payment Date. Exceptionally, the duration of the first Interest Accrual Period shall be equivalent to the exact number of days elapsed between the Closing Date, October 11, 2007, inclusive, and the first Payment Date, January 21, 2008, because January 20, 2008 is not a Business Day, exclusive.

The Nominal Interest Rate shall accrue on the exact number of days in each Interest Accrual Period for which it was determined, calculated based upon a 360-day year.

##### **4.8.1.2 Nominal Interest Rate.**

The Nominal Interest Rate applicable to the Bonds in each Series and determined for each Interest Accrual Period shall be the result of adding:

- (i) the Reference Rate, as established in the following section, and
- (ii) a margin for each Series as follows:

- **Series A1:** 0.09% margin.
- **Series A2:** 0.18% margin.
- **Series A3:** 0.27% margin.
- **Series B:** 0.35% margin.
- **Series C:** 0.45% margin.
- **Series D:** 2.65% margin.
- **Series E:** 3.90% margin.

The resultant Nominal Interest Rate shall be expressed as a percentage rounded to the nearest thousandth of a whole number or rounded up to the nearest one where the differences of rounding up or down to the nearest thousandths are identical.

#### 4.8.1.3 Reference Rate and determining the same.

The reference rate (the “**Reference Rate**”) for determining the Nominal Interest Rate applicable to each Bond Series is as follows:

- i) Other than for the first Interest Accrual Period, three- (3-) month Euribor, “Euro Interbank Offered Rate”, calculated and distributed by the BRIDGE financial information system under an FBE (“Fédération Bancaire de l’Union Européenne”) mandate, fixed at 11am (CET or “Central European Time”) on the Interest Rate Fixing Date described below, which is currently published on electronic pages EURIBOR01 supplied by Reuters, and 248 supplied by Dow Jones Markets (Bridge Telerate), or any other page taking their stead in providing these services.

Exceptionally, the Reference Rate for the first Interest Accrual Period shall be the result of a straight-line interpolation between three- (3-) month Euribor and four- (4-) month Euribor, fixed at 11am (CET) on the second Business Day preceding the Closing Date, bearing in mind the number of days in the first Interest Accrual Period. The Reference Rate for the first Interest Accrual Period shall be calculated in accordance with the following formula:

$$IR = [((D-90)/30) \times E4] + [(1-((D-90)/30)) \times E3]$$

Where:

- IR = Reference Rate for the first Interest Accrual Period.
- D = Number of days in the first Interest Accrual Period.
- E3 = Three- (3-) month Euribor.
- E4 = Four- (4-) month Euribor.

Euribor definitions approved by the FBE and the Financial Markets Association (ACI) supplementing the current definition of Euribor shall be considered included for the purpose of the Euribor Reference Rate without having to amend these Reference Rate terms or have the Management Company notify Bondholders.

- ii) In the event that the Euribor rate established in paragraph (i) above should not be available or be impossible to obtain, the substitute Reference Rate shall be the interest rate resulting from finding the simple arithmetic mean of the interbank offered interest rates for non-transferable three- (3-) month deposit transactions in euros in an amount equivalent to the Outstanding Principal Balance of the Bond Issue, declared by four (4) prime banks in the Euro zone, following a simultaneous request to each of their headquarters by the Paying Agent as soon as possible after 11am (CET) on the Interest Rate Fixing Date.

Exceptionally, the substitute Reference Rate for the first Interest Accrual Period shall be the rate resulting from the straight-line interpolation between the interest rate resulting from finding the simple arithmetic mean of the interbank offered interest rates for non-transferable three- (3-) month deposit transactions in euros and the interest rate resulting from finding the simple arithmetic mean of the interbank offered interest rates for non-transferable four- (4-) month deposit transactions in euros, both in an amount equivalent to the face amount of the Bond Issue, declared by the banks as provided for in paragraph one above, following a simultaneous request to each of their headquarters by the Paying Agent as soon as possible after 11am (CET) on the second Business Day preceding the Closing Date.

The substitute Reference Rate shall be expressed as a percentage rounded to the nearest thousandth of a percentage point or rounded up to the nearest point where the differences of rounding up or down to the nearest thousandths are identical.

- iii) Should it be impossible to apply the substitute Reference Rate in accordance with section ii) above, upon the failure by any or several of the banks to provide written quotations as provided for in paragraph one of that section, the interest rate resulting from applying the simple arithmetic mean of the interest rates declared by at least two of the other banks shall be applicable.

On each Interest Rate Fixing Date, the Paying Agent shall notify the Management Company of the Reference Rate determined in accordance with paragraphs i) and ii) above. The Management Company shall keep the listings and supporting documents on which the Paying Agent shall notify it the Reference Rate determined.

#### 4.8.1.4 Interest Rate Fixing Date.

The Management Company shall, for and on behalf of the Fund, determine the Nominal Interest Rate applicable to each Bond Series for every Interest Accrual Period as provided for in sections 4.8.1.2 and 4.8.1.3 above, on the second Business Day preceding each Payment Date (the "Interest Rate Fixing Date"), and it will apply for the following Interest Accrual Period.

Exceptionally, the Management Company shall determine the Nominal Interest Rate of the Bonds in each Series for the first Interest Accrual Period as provided for in sections 4.8.1.2 and 4.8.1.3 above, on the second Business Day preceding the Closing Date, and shall notify the same in writing on the same day to the Underwriter and Placement Agent. The Management Company will also notify this to the CNMV, the Paying Agent, AIAF and Iberclear.

The nominal interest rates determined for each Bond Series for subsequent Interest Accrual Periods shall be communicated to Bondholders within the deadline and in the manner for which provision is made in section 4.1.1.a) of the Building Block.

#### 4.8.1.5 Formula for calculating interest.

Interest settlement for the Bonds in each Series, payable on each Payment Date for each Interest Accrual Period, shall be calculated by the Management Company for each Series in accordance with the following formula:

$$I = P \times \frac{R}{100} \times \frac{d}{360}$$

Where:

*I = Interest payable on a given Payment Date, rounded up to the nearest eurocent*

*P = Outstanding Principal Balance of the Series on the Determination Date preceding that Payment Date.*

*R = Nominal Interest Rate of the Series expressed as a yearly percentage.*

*d = Exact number of days in each Interest Accrual Period.*

#### 4.8.2 Dates, place, institutions and procedure for paying interest.

Interest on the Bonds in all Series will be paid until the Bonds are finally amortised by Interest Accrual Periods in arrears on January 20, April 20, July 20 and October 20 in each year, or the following Business Day if any of those is not a Business Day (each of those dates, a "Payment Date"), and interest for the then-current Interest Accrual Period will accrue until said first Business Day, not inclusive, on the terms established in section 4.8.1.2 of this Securities Note.

The first interest Payment Date for the Bonds in each Series shall be January 21, 2008, because January 20, 2008 is not a Business Day, and interest will accrue at the applicable Nominal Interest Rate between the Closing Date, October 11, 2007, inclusive, and January 21, 2008, because January 20, 2008 is not a Business Day, exclusive.

In this Bond Issue, business days ("Business Days") shall be deemed to be all days other than a:

- public holiday in the city of Madrid, or
- non-business day in the TARGET calendar (Trans European Automated Real-Time Gross Settlement Express Transfer System).

Both interest resulting for Bondholders in each Series and the amount, if any, of interest accrued and not paid, shall be notified to Bondholders as described in section 4.1.1.a) of the Building Block, at least one (1) calendar day in advance of each Payment Date.

Bond interest accrued shall be paid on each Payment Date provided that the Fund has sufficient liquidity to do so in the Priority of Payments or Liquidation Priority of Payments, as the case may be.

In the event that on a Payment Date the Fund should be unable to make full or partial payment of interest accrued on the Bonds in any Series, in the Priority of Payments, interest amounts not paid shall be accumulated on the following Payment Date to interest on the Series proper that, as the case may be, should be paid on that same Payment Date, and will be paid in the Priority of Payments and applied by order of maturity if it should be impossible once again not to pay the same fully due to a shortfall of Available Funds.

Overdue interest amounts shall not earn additional or late-payment interest and shall not be accumulated to the Outstanding Principal Balance of the Bonds in the relevant Series.

The Fund, through its Management Company, may not defer Bond interest payment beyond October 20, 2050, the Final Maturity Date, or the following Business Day if that is not a Business Day.

The Bond Issue shall be serviced through the Paying Agent, to which end the Management Company shall, for and on behalf of the Fund, enter into a Paying Agent Agreement with BANKINTER, as established in section 5.2.1 of this Securities Notes.

#### **4.9 Maturity date and amortisation of the securities.**

##### **4.9.1 Bond redemption price.**

The redemption price of the Bonds in each Series shall be EUR one hundred thousand (100,000) per Bond, equivalent to 100 percent of their face value, payable as established in section 4.9.2 below.

Each and every one of the Bonds in a same Series shall be amortised in an equal amount by reducing the face amount of each of the Bonds.

##### **4.9.2 Characteristics specific to the amortisation of each Bond Series.**

###### **4.9.2.1 Amortisation of Series A1 Bonds.**

Series A1 Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation of Series A1, A2, A3, B, C and D applied on each Payment Date to amortising Series A1, in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D given in sections 4.9.3.5 and 4.9.3.6 below, prorated between the Bonds in Series A1 proper by reducing the face amount of each Series A1 Bond.

The first partial amortisation of Series A1 Bonds shall occur on the first Payment Date (January 21, 2008, because January 20, 2008 is not a Business Day). However, in the event that the circumstances for Pro Rata Amortisation of Class A occur, Series A1 Bonds shall be amortised pro rata to Series A2 and Series A3 Bonds, all in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D.

Final amortisation of Series A1 Bonds shall occur on the Final Maturity Date (October 20, 2050 or the following Business Day if that is not a Business Day), notwithstanding full amortisation before that date due to the partial amortisation for which provision is made, and the fact that the Management Company may, for and on behalf of the Fund, and in accordance with the provisions of section 4.9.4 below, proceed to Early Amortisation of the Bond Issue before the Final Maturity Date.

#### **4.9.2.2 Amortisation of Series A2 Bonds.**

Series A2 Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation of Series A1, A2, A3, B, C and D applied on each Payment Date to amortising Series A2, in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D given in sections 4.9.3.5 and 4.9.3.6 below, prorated between the Bonds in Series A2 proper by reducing the face amount of each Series A2 Bond.

The first partial amortisation of Series A2 Bonds shall occur on the Payment Date falling on April 20, 2009 or on the Payment Date on which Series A1 Bonds are fully amortised, if that is after such date. However, in the event that the circumstances for Pro Rata Amortisation of Class A occur, Series A2 Bonds shall be amortised pro rata to Series A1 and Series A3 Bonds, all in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D.

Final amortisation of Series A2 Bonds shall occur on the Final Maturity Date (October 20, 2050 or the following Business Day if that is not a Business Day), notwithstanding full amortisation before that date due to the partial amortisation for which provision is made, and the fact that the Management Company may, for and on behalf of the Fund, and in accordance with the provisions of section 4.9.4 below, proceed to Early Amortisation of the Bond Issue before the Final Maturity Date.

#### **4.9.2.3 Amortisation of Series A3 Bonds.**

Series A3 Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation of Series A1, A2, A3, B, C and D applied on each Payment Date to amortising Series A3, in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D given in sections 4.9.3.5 and 4.9.3.6 below, prorated between the Bonds in Series A3 proper by reducing the face amount of each Series A3 Bond.

The first partial amortisation of Series A3 Bonds shall occur (i) on the Payment Date on which Series A1 and Series A2 Bonds are fully amortised. However, in the event that the circumstances for Pro Rata Amortisation of Class A occur, Series A3 Bonds shall be amortised pro rata to Series A1 and Series A2 Bonds, all in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D.

Final amortisation of Series A3 Bonds shall occur on the Final Maturity Date (October 20, 2050 or the following Business Day if that is not a Business Day), notwithstanding full amortisation before that date due to the partial amortisation for which provision is made, and the fact that the Management Company may, for and on behalf of the Fund, and in accordance with the provisions of section 4.9.4 below, proceed to Early Amortisation of the Bond Issue before the Final Maturity Date.

#### **4.9.2.4 Amortisation of Series B Bonds.**

Series B Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation of Series A1, A2, A3, B, C and D applied on each Payment Date to amortising Series B in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D given in sections 4.9.3.5 and 4.9.3.6 below, prorated between the Bonds in Series B proper by reducing the face amount of each Series B Bond.

The first partial amortisation of Series B Bonds shall occur once Class A (Series A1, A2 and A3) Bonds have been fully amortised. However, even if Class A (Series A1, A2 and A3) has not been fully amortised, the Available Funds for Amortisation of Series A1, A2, A3, B, C and D shall also be applied to amortising Series B on the Payment Date on which the Conditions for Pro Rata Amortisation are satisfied in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D, in such a way that the ratio of the Outstanding Principal Balance of Series B to the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D remains at 2.107%, or higher percentage closest thereto.

Final amortisation of Series B Bonds shall occur on the Final Maturity Date (October 20, 2050 or the following Business Day if that is not a Business Day), notwithstanding full amortisation before that date due to the partial amortisation for which provision is made, and the fact that the Management Company may, for and on behalf of the Fund, and in accordance with the provisions of section 4.9.4 below, proceed to Early Amortisation of the Bond Issue before the Final Maturity Date.

#### **4.9.2.5 Amortisation of Series C Bonds.**

Series C Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation of Series A1, A2, A3, B, C and D applied on each Payment Date to amortising Series C in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D given in sections 4.9.3.5 and 4.9.3.6 below, prorated between the Bonds in Series C proper by reducing the face amount of each Series C Bond.

The first partial amortisation of Series C Bonds shall occur once Class A (Series A1, A2 and A3) and Series B Bonds have been fully amortised. However, even if Class A (Series A1, A2 and A3) and Series B have not been fully amortised, the Available Funds for Amortisation of Series A1, A2, A3, B, C and D shall also be applied to amortising Series C on the Payment Date on which the Conditions for Pro Rata Amortisation are satisfied in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D, in such a way that the ratio of the Outstanding Principal Balance of Series C to the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D remains at 2.107%, or higher percentage closest thereto.

Final amortisation of Series C Bonds shall occur on the Final Maturity Date (October 20, 2050 or the following Business Day if that is not a Business Day), notwithstanding full amortisation before that date due to the partial amortisation for which provision is made, and the fact that the Management Company may, for and on behalf of the Fund, and in accordance with the provisions of section 4.9.4 below, proceed to Early Amortisation of the Bond Issue before the Final Maturity Date.

#### **4.9.2.6 Amortisation of Series D Bonds.**

Series D Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation of Series A1, A2, A3, B, C and D applied on each Payment Date to amortising Series D in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D given in sections 4.9.3.5 and 4.9.3.6 below, prorated between the Bonds in Series D proper by reducing the face amount of each Series D Bond.

The first partial amortisation of Series D Bonds shall occur once Class A (Series A1, A2 and A3), Series B and Series C Bonds have been fully amortised. However, even if Class A (Series A1, A2 and A3), Series B and Series C have not been fully amortised, the Available Funds for Amortisation of Series A1, A2, A3, B, C and D shall also be applied to amortising Series D on the Payment Date on which the Conditions for Pro Rata Amortisation are satisfied in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D, in such a way that the ratio of the Outstanding Principal Balance of Series D to the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D remains at 2.000%, or higher percentage closest thereto.

Final amortisation of Series D Bonds shall occur on the Final Maturity Date (October 20, 2050 or the following Business Day if that is not a Business Day), notwithstanding full amortisation before that date due to the partial amortisation for which provision is made, and the fact that the Management Company may, for and on behalf of the Fund, and in accordance with the provisions of section 4.9.4 below, proceed to Early Amortisation of the Bond Issue before the Final Maturity Date.

#### 4.9.2.7 **Amortisation of Series E Bonds.**

Series E Bond principal shall be amortised by partial amortisation on each Payment Date based on the amortisation rules established hereinafter and until the total face amount of the Bonds has been fully amortised, in an amount equal to the Available Funds applied on each Payment Date to amortising Series E, depending on the available liquidity, in accordance with the Priority of Payments and, as the case may be, the Liquidation Priority of Payments.

Partial amortisation of Series E Bonds shall occur on each Payment Date in an amount equal to the positive difference existing between the Outstanding Principal Balance of Series E on the Determination Date preceding the relevant Payment Date and the Required Cash Reserve amount on the relevant Payment Date, in accordance with the provisions of section 3.4.2.2 of the Building Block transcribed hereinafter.

"2. Subsequently to being set up, on each Payment Date, the Cash Reserve shall be provisioned up to the Required Cash Reserve amount established hereinafter out of the Available Funds in the Priority of Payments of the Fund.

The required Cash Reserve amount on each Payment Date (the "**Required Cash Reserve**") shall be the lower of the following amounts:

- (i) EUR twenty-five million five hundred thousand (25,500,000.00).
  - (ii) The higher of:
    - a) 3.40% of the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D.
    - b) EUR twelve million seven hundred and fifty thousand (12,750,000.00).
3. Notwithstanding the above, the Required Cash Reserve shall not be reduced on the relevant Payment Date and shall remain at the Required Cash Reserve amount on the preceding Payment Date whenever any of the following circumstances concur on the Payment Date:
- i) That, on the Determination Date preceding the relevant Payment Date, the amount of the Outstanding Balance of Delinquent Mortgage Loans is equal to or greater than 1.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
  - ii) That on the Payment Date preceding the relevant Payment Date, the Cash Reserve was not provisioned up to the Required Cash Reserve amount on that Payment Date.
  - iii) That the average margin added to the relevant benchmark index for determining the nominal interest rate of the Mortgage Loans, weighted by their outstanding principal, is equal to or less than 0.38%.
  - iv) That three (3) years have not elapsed since the date of establishment of the Fund."

Final amortisation of Series E Bonds shall occur on the Final Maturity Date (October 20, 2050), notwithstanding full amortisation before that date due to the partial amortisation for which provision is made, and the fact that the Management Company may, for and on behalf of the Fund, and in accordance with the provisions of section 4.9.4 below, proceed to Early Amortisation of the Bond Issue before the Final Maturity Date.

#### 4.9.3 **Partial amortisation of Series A1, A2, A3, B, C and D Bonds.**

Irrespective of the Final Maturity Date and subject to Early Amortisation of the Bond Issue in the event of Early Liquidation of the Fund, the Fund shall, through its Management Company, previously proceed to partial amortisation of Series A1, A2, A3, B, C and D Bonds on each Payment Date in accordance with the specific amortisation terms for each Series established in sections 4.9.2.1 to 4.9.2.6 of this Securities Note and on the terms described hereinafter in this section common to Series A1, A2, A3, B, C and D.

#### 4.9.3.1 **Determination Dates and Determination Periods.**

These will be the dates falling on the fourth (4<sup>th</sup>) Business Day preceding each Payment Date on which the Management Company on behalf of the Fund will make all necessary calculations to distribute or withhold the Available Funds and the Available Funds for Amortisation of Series A1, A2, A3, B, C and D which the Fund shall dispose of on the relevant Payment Date, in the Priority of Payments. The first Determination Date shall be January 15, 2008.

Determination Periods shall be periods comprising the exact number of days elapsed between every two consecutive Determination Dates, each Determination Period excluding the beginning Determination Date and including the ending Determination Date. Exceptionally:

- (i) the duration of the first Determination Period shall be equal to the days elapsed between the date of establishment of the Fund, inclusive, and the first Determination Date, January 15, 2008, inclusive, and
- (ii) the duration of the last Determination Period shall be equal to the days elapsed a) until the Final Maturity Date or the date on which Early Liquidation of the Fund concludes, as provided for in section 4.4.3 of the Registration Document, on which the Pass-Through Certificates and the assets remaining in the Fund have been liquidated and all the Liquidation Available Funds have been distributed in the Liquidation Priority of Payments of the Fund, b) from the Determination Date preceding the Payment Date preceding the date referred to in a), including the first date but not including the last date.

#### 4.9.3.2 **Outstanding Principal Balance of the Bonds.**

The Outstanding Principal Balance of a Series shall be the sum of the principal pending repayment (outstanding balance) on a given date of all the Bonds in that Series.

By addition, the Outstanding Principal Balance of Class A shall be the sum of the Outstanding Principal Balance of Series A1, A2 and A3 making up Class A. Moreover, the Outstanding Principal Balance of the Bond Issue shall be the sum of the Outstanding Principal Balance of all seven Series A1, A2, A3, B, C, D and E making up the Bond Issue.

#### 4.9.3.3 **Outstanding Balance of the Mortgage Loans.**

The Outstanding Balance of a Mortgage Loan shall be the sum of the capital or principal not yet due and the capital or principal due and not paid into the Fund on the specific Mortgage Loan on a given date.

The Outstanding Balance of the Mortgage Loans on a date shall be the sum of the Outstanding Balance of each and every one of the Mortgage Loans on that date.

Delinquent Mortgage Loans shall be deemed to be Mortgage Loans that are delinquent on a given date with arrears in excess of three (3) months in payment of overdue amounts, excluding Doubtful Mortgage Loans. Non-Delinquent Mortgage Loans shall be deemed to be Mortgage Loans that are not deemed to be Delinquent Mortgage Loans on a given date, also excluding Doubtful Mortgage Loans.

Doubtful Mortgage Loans shall be deemed to be Mortgage Loans that are delinquent on a given date with a period of arrears equal to or greater than eighteen (18) months in payment of overdue amounts or classified as bad debts by the Management Company because there are reasonable doubts as to their full repayment. Non-Doubtful Mortgage Loans shall be deemed to be Mortgage Loans that are not deemed to be Doubtful Mortgage Loans on a given date.

#### 4.9.3.4 **Series A1, A2, A3, B, C and D Amortisation Withholding on each Payment Date.**

On each Payment Date, the Available Funds shall be used in seventh (7<sup>th</sup>) place in the order of application for withholding the amount designed for amortising Series A1, A2, A3, B, C and D Bonds as a whole, without distinguishing between those Series ("**Series A1, A2, A3, B, C and D Amortisation Withholding**"), in an amount equal to the positive difference, if any, on the Determination Date preceding the relevant Payment Date, between (i) the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D, minus the Amortisation Account balance, and (ii) the Outstanding Balance of Non-Doubtful Mortgage Loans.

Depending on the liquidity existing on each Payment Date, the amount actually applied of the Available Funds to Series A1, A2, A3, B, C and D Amortisation Withholding shall be included among the Available Funds for Amortisation of Series A1, A2, A3, B, C and D and be applied in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D established hereinafter in section 4.9.3.6 below.

#### 4.9.3.5 **Available Funds for Amortisation of Series A1, A2, A3, B, C and D on each Payment Date.**

The available funds for amortisation of Series A1, A2, A3, B, C and D on each Payment Date (the "**Available Funds for Amortisation of Series A1, A2, A3, B, C and D**") shall be the following: (i) the Series A1, A2, A3, B, C and D Amortisation Withholding amount actually applied in seventh (7<sup>th</sup>) place of the Available Funds on the relevant Payment Date, and (ii) exclusively on the Payment Date falling on April 20, 2009, the Amortisation Account balance on the preceding Determination Date.

#### 4.9.3.6 **Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D.**

The Available Funds for Amortisation of Series A1, A2, A3, B, C and D shall be applied on each Payment Date to amortising those Series, subject to the following rules ("**Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D**"):

1. The Available Funds for Amortisation of Series A1, A2, A3, B, C and D shall be sequentially applied firstly to amortising Class A (Series A1, A2 and A3) until fully amortised, as provided for in rule 2 below, secondly to amortising Series B until fully amortised, thirdly to amortising Series C until fully amortised and fourthly to amortising Series D until fully amortised, subject to the provisions of rules 3 and 4 below for pro rata amortisation of Class A (Series A1, A2 and A3) and Series B, C and D.
2. The amounts of the Available Funds for Amortisation of Series A1, A2, A3, B, C and D applied to amortising Class A (Series A1, A2 and A3), both under rule 1 above and under rules 3 and 4 below, shall be applied to amortising Series A1, A2 and A3 as follows:
  - 2.1 Ordinary application in the following order:
    1. Sequentially, in the first place to repayment of Series A1 Bond principal and, secondly, if the Series A1 Bonds have been fully amortised before the Payment Date falling on April 20, 2009, crediting the remaining Available Funds for Amortisation to the Amortisation Account until that date, exclusive.
    2. Repayment of Series A2 Bond principal once Series A1 Bonds have been fully amortised, and from the Payment Date, inclusive, falling on April 20, 2009.
    3. Repayment of Series A3 Bond principal once Series A1 and A2 Bonds have been fully amortised.
  - 2.2 Exceptional pro rata application of Class A (Series A1, A2 and A3) ("**Pro Rata Amortisation of Class A**") if Series A1 and/or Series A2 have not been fully amortised: the application priority of paragraph 2.1 above shall be stopped if on the Determination Date preceding the relevant Payment Date the ratio of (i) the Outstanding Balance of Non-Delinquent Mortgage Loans, increased by the Mortgage Loan principal repayment income amount received during the Determination Period preceding the relevant Payment Date and the Amortisation Account balance, if any, to (ii) the sum of the Outstanding Principal Balance of Class A is less than or equal to 1.

In that event, on the relevant Payment Date, the amount of the Available Funds for Amortisation of Series A1, A2, A3, B, C and D applied to amortising Class A (Series A1, A2 and A3) shall be applied to amortising Series A1, to amortising Series A2 and to amortising Series A3, and shall be prorated among the same directly in proportion to (i) the Outstanding Principal Balance of Series A1, (ii) the Outstanding Principal Balance of Series A2, and (iii) the Outstanding Principal Balance of Series A3, as at the Determination Date preceding the relevant Payment Date.

3. There shall be no exception and, even if Class A (Series A1, A2 and A3) has not been fully amortised, the Available Funds for Amortisation of Series A1, A2, A3, B, C and D shall also be applied to amortising Series B and, as the case may be, Series C and, as the case may be, Series D on the Payment Dates on which the following circumstances are satisfied for amortising each of these Series ("**Conditions for Pro Rata Amortisation**"):
  - a) In order to amortise Series B, that on the Determination Date preceding the relevant Payment Date:
    - i) the Outstanding Principal Balance of Series B is equal to or greater than 2.107% of the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D, and
    - ii) the Outstanding Balance of Delinquent Mortgage Loans does not exceed 1.50% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
  - b) In order to amortise Series C, that on the Determination Date preceding the relevant Payment Date:
    - i) the Outstanding Principal Balance of Series C is equal to or greater than 2.107% of the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D, and
    - ii) the Outstanding Balance of Delinquent Mortgage Loans does not exceed 1.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
  - c) In order to amortise Series D, that on the Determination Date preceding the relevant Payment Date:
    - i) the Outstanding Principal Balance of Series D is equal to or greater than 2.000% of the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D, and
    - ii) the Outstanding Balance of Delinquent Mortgage Loans does not exceed 0.75% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
  - d) In addition, in order to amortise Series B and, as the case may be, Series C and, as the case may be, Series D:
    - i) that the Required Cash Reserve amount is fully provisioned on the relevant Payment Date, and
    - ii) that on the Determination Date preceding the relevant Payment Date, the amount of the Outstanding Balance of Mortgage Loans is equal to or greater than 10 percent of the initial Outstanding Balance upon the Fund being established.
4. In the event that the amortisation of each of Series B, C and D should apply on a Payment Date as provided for in rule 3 above, the Available Funds for Amortisation of Series A1, A2, A3, B, C and D shall also be applied to amortising Series B and, as the case may be, to amortising Series C and, as the case may be, to amortising Series D in such a way that the ratio of the Outstanding Principal Balance of Series B and, as the case may be, of Series C and, as the case may be, of Series D to the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D respectively remain at 2.107% or at 2.107% or at 2.000%, or higher percentages closest thereto.

#### 4.9.4 **Early Amortisation of the Bond Issue.**

Subject to the Fund's obligation, through its Management Company, to proceed to final amortisation of the Bonds on the Final Maturity Date or amortisation of each Series before the Final Maturity Date, the Management Company shall be authorised to proceed, as the case may be, to Early Liquidation of the Fund and hence Early Amortisation of the entire Bond Issue in the Early Liquidation Events and subject to the requirements established in section 4.4.3 of the Registration Document and subject to the Liquidation Priority of Payments.

#### 4.9.5 Final Maturity Date.

The Final Maturity Date and consequently final amortisation of the Bonds is on October 20, 2050 or the following Business Day if that is not a Business Day (the "**Final Maturity Date**"), without prejudice to the Management Company, for and on behalf of the Fund, and in accordance with the provisions of sections 4.9.2 to 4.9.4 of this Securities Note, proceeding to amortise any or all of the Series in the Bond Issue before the Final Maturity Date. Final amortisation of the Bonds on the Final Maturity Date shall be made subject to the Liquidation Priority of Payments.

#### 4.10 Indication of yield.

The average life, yield, term and final maturity of the Bonds in each Series depend on several factors, most significant among which are the following:

- i) The repayment schedule and system of each Mortgage Loan established in the relevant loan document.
- ii) The Obligors' capacity to prepay the Mortgage Loans in whole or in part and the aggregate prepayment pace throughout the life of the Fund. In this sense, Mortgage Loan prepayments by Obligors, subject to continual changes, and estimated in this Prospectus using several performance assumptions of the future effective constant annual early amortisation or prepayment rate (hereinafter also "**CPR**"), are very significant and shall directly affect the pace at which the Bonds are amortised, and therefore their average life and duration.
- iii) The floating interest rates which shall apply to each Mortgage Loan, resulting in the repayment amount on every instalment differing, notwithstanding their potential renegotiation to a fixed rate.
- iv) The Obligors' delinquency and default in payment of Mortgage Loan instalments.

The following assumed values have been used for the above-mentioned factors in calculating the amounts given in the tables contained in this section:

- Mortgage Loan interest rate: 4.66% weighted average interest rate as of September 17, 2007 of the portfolio of selected mortgage loans which has been used for calculating the repayment instalments and interest of each of the selected mortgage loans;
- Mortgage Loan portfolio delinquency: 0.15% of the Outstanding Balance of the Mortgage Loans, with 100% recoveries within 15 months of becoming delinquent;
- Mortgage Loan portfolio doubtfuls: 0.05% of the Outstanding Balance of the Mortgage Loans, which shall become doubtful in April 2009, with 90% recoveries within 18 months of becoming doubtful;
- that the Mortgage Loan prepayment rate remains constant throughout the life of the Bonds;
- that the Bond Closing Date is October 11, 2007; and
- that there is no extension of the term of any of the selected mortgage loans.
- These are all reasonable assumptions based on the historical performance of securitised mortgage loans granted by BANKINTER to individuals.

The actual adjusted life and the yield or return on the Bonds will also depend on their interest rate, which floats. The following nominal interest rates are assumed for each Series for the first Interest Accrual Period, resulting from the straight-line interpolation bearing in mind the number of days in the First Interest Accrual Period between 3-month Euribor (4.792%) and 4-month Euribor (4.765%) as at September 28, 2007 and the margins set for each Series in section 4.8.1.2 of this Securities Note:

	<b>Series A1 Bonds</b>	<b>Series A2 Bonds</b>	<b>Series A3 Bonds</b>	<b>Series B Bonds</b>	<b>Series C Bonds</b>	<b>Series D Bonds</b>	<b>Series E Bonds</b>
<b>Nominal interest rate</b>	4.871%	4.961%	5.051%	5.131%	5.231%	7.431%	8.681%

For subsequent Interest Accrual Periods, the floating interest rate of the Bonds in each Series is assumed to be constant as follows, resulting from 3-month Euribor (4.792%) as at September 28, 2007 and the same margins for each Series:

	Series A1 Bonds	Series A2 Bonds	Series A3 Bonds	Series B Bonds	Series C Bonds	Series D Bonds	Series E Bonds
<b>Nominal interest rate</b>	4.882%	4.972%	5.062%	5.142%	5.242%	7.442%	8.692%

#### 4.10.1 Estimated average life, yield or return, duration and final maturity of the Bonds.

Assuming that the Management Company shall exercise the Early Liquidation of the Fund and Early Amortisation of the Bond Issue option provided in section 4.4.3.1(i) of the Registration Document when the Outstanding Balance of the Mortgage Loans is less than 10% of their initial Outstanding Balance upon the Fund being established, the average life, return (IRR) for the Bond subscriber, duration and final maturity of the Bonds for different CPRs, would be as follows:

% CPR:	6.00%	8.00%	10.00%	12.00%	14.00%
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Series A1 Bonds					
<b>Average life (years)</b>	1.15	0.96	0.82	0.72	0.64
<b>IRR</b>	5.039%	5.038%	5.037%	5.037%	5.036%
<b>Duration (years)</b>	1.07	0.89	0.77	0.68	0.60
<b>Final maturity</b>	20 01 2010	20 07 2009	20 04 2009	20 01 2009	20 01 2009
<b>(in years)</b>	2.28	1.78	1.53	1.28	1.28

Series A2 Bonds					
<b>Average life (years)</b>	7.05	5.87	4.99	4.33	3.82
<b>IRR</b>	5.136%	5.136%	5.136%	5.136%	5.136%
<b>Duration (years)</b>	5.51	4.73	4.12	3.65	3.27
<b>Final maturity</b>	20 07 2021	22 07 2019	20 10 2017	20 07 2016	20 07 2015
<b>(in years)</b>	13.78	11.79	10.03	8.78	7.78

Series A3 Bonds					
<b>Average life (years)</b>	18.11	15.62	13.70	12.09	10.75
<b>IRR</b>	5.231%	5.231%	5.231%	5.231%	5.231%
<b>Duration (years)</b>	11.25	10.25	9.38	8.59	7.88
<b>Final maturity</b>	20 01 2028	21 04 2025	20 04 2023	20 07 2021	20 01 2020
<b>(in years)</b>	20.29	17.54	15.53	13.78	12.28

Series B Bonds					
<b>Average life (years)</b>	14.14	12.08	10.49	9.21	8.16
<b>IRR</b>	5.316%	5.316%	5.316%	5.316%	5.316%
<b>Duration (years)</b>	9.35	8.38	7.55	6.84	6.23
<b>Final maturity</b>	20 01 2028	21 04 2025	20 04 2023	20 07 2021	20 01 2020
<b>(in years)</b>	20.29	17.54	15.53	13.78	12.28

Series C Bonds					
<b>Average life (years)</b>	14.14	12.08	10.49	9.21	8.16
<b>IRR</b>	5.421%	5.421%	5.421%	5.421%	5.421%
<b>Duration (years)</b>	9.28	8.32	7.51	6.80	6.19
<b>Final maturity</b>	20 01 2028	21 04 2025	20 04 2023	20 07 2021	20 01 2020
<b>(in years)</b>	20.29	17.54	15.53	13.78	12.28

<b>% CPR:</b>	<b>6.00%</b>	<b>8.00%</b>	<b>10.00%</b>	<b>12.00%</b>	<b>14.00%</b>
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<b>Series D Bonds</b>					
<b>Average life (years)</b>	14.14	12.08	10.49	9.21	8.16
<b>IRR</b>	7.761%	7.761%	7.761%	7.761%	7.761%
<b>Duration (years)</b>	7.94	7.23	6.61	6.06	5.56
<b>Final maturity</b>	20 01 2028	21 04 2025	20 04 2023	20 07 2021	20 01 2020
<b>(in years)</b>	20.29	17.54	15.53	13.78	12.28

<b>Series E Bonds</b>					
<b>Average life (years)</b>	15.28	13.07	11.44	10.08	8.95
<b>IRR</b>	9.107%	9.107%	9.107%	9.107%	9.107%
<b>Duration (years)</b>	7.53	6.95	6.44	5.97	5.54
<b>Final maturity</b>	20 01 2028	21 04 2025	20 04 2023	20 07 2021	20 01 2020
<b>(in years)</b>	20.29	17.54	15.53	13.78	12.28

The Management Company expressly states that the servicing tables described hereinafter for each Series are merely theoretical and given for illustrative purposes, and represent no payment obligation whatsoever, on the basis that:

- Whereas CPRs are assumed to be constant respectively at 8.00%, 10.00% and 12.00% throughout the life of the Bond Issue, as explained above actual prepayment changes continually.
- The Outstanding Principal Balance of the Bonds on each Payment Date and hence interest payable on each such dates shall depend on actual Mortgage Loan prepayment, delinquency and default rates.
- Whereas Bond nominal interest rates are assumed to be constant for each Series from the second Interest Accrual Period, the interest rate in all Series is known to float.
- The assumed values referred to at the beginning of this section are at all events taken for granted.
- It is assumed that the Management Company will exercise the Early Liquidation of the Fund and thereby the Early Amortisation of the Bond Issue option when the Outstanding Balance of the Mortgage Loans is less than 10% of the Initial Outstanding Balance upon the Fund being set up, as provided in section 4.4.3 of the Registration Document.
- In this scenario, Pro Rata Amortisation of Class A does not apply and the Conditions for Pro Rata Amortisation do.
- These are all reasonable assumptions based on the historical performance of securitised mortgage loans granted by BANKINTER to individuals.

This is a Certified Translation into English of the Spanish Prospectus. No document other than the Spanish Prospectus registered by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

**FLows FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER**  
**(AMOUNTS IN EUR)**  
**CPR = 8%**

Payment Date	Series A1 Bonds			Series A2 Bonds			Series A3 Bonds			Series B Bonds			Series C Bonds			Series D Bonds			Series E Bonds			
	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	
TOTALS	100,000.00	4,729.44	104,729.44	100,000.00	29,574.52	129,574.52	100,000.00	80,184.06	180,184.06	100,000.00	62,955.22	162,955.22	100,000.00	64,179.61	164,179.61	100,000.00	91,116.25	191,116.25	100,000.00	115,202.72	215,202.72	
11/10/2007																						
21/01/2008	17,709.58	1,380.17	19,089.76	0.00	1,405.67	1,405.67	0.00	1,431.17	1,431.17	0.00	1,453.84	1,453.84	0.00	1,482.17	1,482.17	0.00	2,105.51	2,105.51	0.00	2,459.67	2,459.67	
21/04/2008	15,185.82	1,015.51	16,201.34	0.00	1,256.81	1,256.81	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
21/07/2008	14,905.45	828.11	15,733.56	0.00	1,256.81	1,256.81	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
20/10/2008	14,673.05	644.17	15,317.22	0.00	1,256.81	1,256.81	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
20/01/2009	14,390.17	488.18	14,878.35	0.00	1,270.62	1,270.62	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29	
20/04/2009	14,147.91	282.37	14,430.28	0.00	1,243.00	1,243.00	0.00	1,265.50	1,265.50	0.00	1,285.50	1,285.50	0.00	1,310.50	1,310.50	0.00	1,860.50	1,860.50	0.00	2,173.00	2,173.00	
20/07/2009	8,988.02	110.92	9,098.93	1,381.12	1,256.81	2,637.93	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
20/10/2009	0.00	0.00	0.00	4,007.30	1,253.07	5,260.38	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29	
20/01/2010	0.00	0.00	0.00	3,913.19	1,202.16	5,115.35	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29	
20/04/2010	0.00	0.00	0.00	3,762.02	1,127.38	4,889.40	0.00	1,265.50	1,265.50	0.00	1,285.50	1,285.50	0.00	1,310.50	1,310.50	0.00	1,860.50	1,860.50	0.00	2,173.00	2,173.00	
20/07/2010	0.00	0.00	0.00	3,704.35	1,092.63	4,796.98	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
20/10/2010	0.00	0.00	0.00	3,647.35	1,057.56	4,704.92	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29	
20/01/2011	0.00	0.00	0.00	3,599.71	1,011.22	4,610.93	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29	
20/04/2011	0.00	0.00	0.00	3,422.09	944.99	4,367.08	0.00	1,265.50	1,265.50	0.00	1,285.50	1,285.50	0.00	1,310.50	1,310.50	0.00	1,860.50	1,860.50	0.00	2,173.00	2,173.00	
20/07/2011	0.00	0.00	0.00	3,389.09	912.48	4,301.57	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
20/10/2011	0.00	0.00	0.00	3,315.52	879.71	4,195.23	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29	
20/01/2012	0.00	0.00	0.00	3,233.89	837.58	4,071.48	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29	
20/04/2012	0.00	0.00	0.00	3,132.21	787.84	3,920.05	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
20/07/2012	0.00	0.00	0.00	3,056.77	748.47	3,805.24	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
22/10/2012	0.00	0.00	0.00	3,008.40	733.46	3,741.86	0.00	1,321.74	1,321.74	0.00	1,342.63	1,342.63	0.00	1,368.74	1,368.74	0.00	1,943.19	1,943.19	0.00	2,289.58	2,289.58	
21/01/2013	0.00	0.00	0.00	2,935.07	672.24	3,607.31	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
22/04/2013	0.00	0.00	0.00	2,821.90	635.35	3,457.25	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
22/07/2013	0.00	0.00	0.00	2,775.84	599.89	3,375.73	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
21/10/2013	0.00	0.00	0.00	2,729.58	565.00	3,294.58	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14	
20/01/2014	0.00	0.00	0.00	2,509.84	530.70	3,040.54	0.00	1,279.56	1,279.56	2,767.37	1,299.78	4,067.15	2,767.37	1,325.06	4,092.43	2,767.37	1,881.17	4,648.54	2,767.37	1,974.14	4,964.51	
21/04/2014	0.00	0.00	0.00	2,399.36	499.15	2,898.51	0.00	1,279.56	1,279.56	2,911.02	1,263.81	4,174.84	2,911.02	1,288.39	4,199.42	2,911.02	1,829.11	4,740.14	2,911.02	3,136.34	5,047.37	
21/07/2014	0.00	0.00	0.00	2,357.70	469.00	2,826.69	0.00	1,279.56	1,279.56	2,860.48	1,225.98	4,086.45	2,860.48	1,249.82	4,110.29	2,860.48	1,774.35	4,634.83	2,860.48	3,072.38	4,932.86	
20/10/2014	0.00	0.00	0.00	2,316.52	439.36	2,755.89	0.00	1,279.56	1,279.56	2,810.52	1,188.80	3,999.32	2,810.52	1,211.92	4,022.44	2,810.52	1,720.54	4,531.07	2,810.52	3,009.53	4,820.06	
20/01/2015	0.00	0.00	0.00	2,257.16	414.76	2,671.92	0.00	1,293.62	1,293.62	2,738.50	1,164.93	3,903.43	2,738.50	1,187.58	3,928.08	2,738.50	1,686.00	4,424.50	2,738.50	2,999.19	4,707.68	
20/04/2015	0.00	0.00	0.00	2,169.66	377.69	2,547.35	0.00	1,265.50	1,265.50	2,632.34	1,104.40	3,736.74	2,632.34	1,125.88	3,758.22	2,632.34	1,598.39	4,230.74	2,632.34	2,866.87	4,498.21	
20/07/2015	0.00	0.00	0.00	2,128.49	354.61	2,483.10	0.00	1,279.56	1,279.56	2,582.38	1,082.46	3,664.84	2,582.38	1,103.51	3,685.89	2,582.38	1,566.64	4,149.02	2,582.38	2,829.78	4,412.16	
20/10/2015	0.00	0.00	0.00	2,088.30	331.47	2,419.77	0.00	1,293.62	1,293.62	2,533.63	1,060.42	3,594.05	2,533.63	1,081.04	3,614.67	2,533.63	1,534.74	4,068.37	2,533.63	2,792.92	4,326.16	
20/01/2016	0.00	0.00	0.00	2,031.60	304.93	2,336.53	0.00	1,293.62	1,293.62	2,464.84	1,027.12	3,491.96	2,464.84	1,047.10	3,511.94	2,464.84	1,486.55	3,951.39	2,464.84	2,762.24	4,201.08	
20/04/2016	0.00	0.00	0.00	1,965.80	276.08	2,241.88	0.00	1,279.56	1,279.56	2,385.00	983.92	3,388.93	2,385.00	1,003.06	3,388.06	2,385.00	1,424.03	3,809.03	2,385.00	2,683.21	4,042.22	
20/07/2016	0.00	0.00	0.00	1,913.67	251.38	2,165.05	0.00	1,279.56	1,279.56	2,321.76	952.92	3,274.68	2,321.76	971.45	3,293.22	2,321.76	1,379.16	3,700.92	2,321.76	2,610.81	3,932.57	
20/10/2016	0.00	0.00	0.00	1,876.57	229.82	2,106.39	0.00	1,293.62	1,293.62	2,276.74	932.88	3,209.63	2,276.74	951.03	3,227.77	2,276.74	1,350.16	3,626.90	2,276.74	2,576.94	3,853.68	
20/01/2017	0.00	0.00	0.00	1,822.70	205.98	2,028.68	0.00	1,293.62	1,293.62	2,211.39	902.87	3,114.35	2,211.39	920.53	3,131.39	2,211.39	1,306.86	3,518.25	2,211.39	2,526.37	3,737.76	
20/04/2017	0.00	0.00	0.00	1,745.49	178.85	1,924.34	0.00	1,265.50	1,265.50	2,117.72	854.91	2,972.63	2,117.72	871.54	2,989.25	2,117.72	1,237.31	3,365.02	2,117.72	2,445.13	3,662.85	
20/07/2017	0.00	0.00	0.00	1,710.22	158.90	1,869.12	0.00	1,279.56	1,279.56	2,074.93	838.88	2,911.81	2,074.93	853.16	2,928.09	2,074.93	1,211.22	3,286.15	2,074.93	2,404.93	3,489.59	
20/10/2017	0.00	0.00	0.00	1,679.09	138																	

This is a Certified Translation into English of the Spanish Prospectus. No document other than the Spanish Prospectus registered by the Comisión Nacional de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

**FLows FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER**  
**(AMOUNTS IN EUR)**  
**CPR = 10%**

Payment Date	Series A1 Bonds			Series A2 Bonds			Series A3 Bonds			Series B Bonds			Series C Bonds			Series D Bonds			Series E Bonds		
	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow
<b>TOTALS</b>	<b>100,000.00</b>	<b>4,057.79</b>	<b>104,057.79</b>	<b>100,000.00</b>	<b>25,168.58</b>	<b>125,168.58</b>	<b>100,000.00</b>	<b>70,310.91</b>	<b>170,310.91</b>	<b>100,000.00</b>	<b>54,691.49</b>	<b>154,691.49</b>	<b>100,000.00</b>	<b>55,755.17</b>	<b>155,755.17</b>	<b>100,000.00</b>	<b>79,156.18</b>	<b>179,156.18</b>	<b>100,000.00</b>	<b>100,841.23</b>	<b>200,841.23</b>
11/10/2007																					
21/01/2008	21,278.00	1,380.17	22,658.17	0.00	1,405.67	1,405.67	0.00	1,431.17	1,431.17	0.00	1,453.84	1,453.84	0.00	1,482.17	1,482.17	0.00	2,105.51	2,105.51	0.00	2,459.67	2,459.67
21/04/2008	18,112.84	971.48	19,084.32	0.00	1,256.81	1,256.81	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14
21/07/2008	17,656.11	747.95	18,404.07	0.00	1,256.81	1,256.81	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14
20/10/2008	17,283.12	530.07	17,813.19	0.00	1,256.81	1,256.81	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14
20/01/2009	16,833.26	320.26	17,153.52	0.00	1,270.62	1,270.62	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29
20/04/2009	8,836.68	107.85	8,944.53	2,251.05	1,243.00	3,494.05	0.00	1,265.50	1,265.50	0.00	1,285.50	1,285.50	0.00	1,310.50	1,310.50	0.00	1,860.50	1,860.50	0.00	2,173.00	2,173.00
20/07/2009	0.00	0.00	0.00	4,696.87	1,228.52	5,925.38	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14
20/10/2009	0.00	0.00	0.00	4,600.99	1,182.34	5,783.33	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29
20/01/2010	0.00	0.00	0.00	4,464.83	1,123.88	5,588.71	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29
20/04/2010	0.00	0.00	0.00	4,261.42	1,043.95	5,305.37	0.00	1,265.50	1,265.50	0.00	1,285.50	1,285.50	0.00	1,310.50	1,310.50	0.00	1,860.50	1,860.50	0.00	2,173.00	2,173.00
20/07/2010	0.00	0.00	0.00	4,172.18	1,001.99	5,174.17	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14
20/10/2010	0.00	0.00	0.00	4,084.03	959.99	5,044.02	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29
20/01/2011	0.00	0.00	0.00	3,961.02	908.10	4,869.12	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29
20/04/2011	0.00	0.00	0.00	3,780.25	838.12	4,618.37	0.00	1,265.50	1,265.50	0.00	1,285.50	1,285.50	0.00	1,310.50	1,310.50	0.00	1,860.50	1,860.50	0.00	2,173.00	2,173.00
20/07/2011	0.00	0.00	0.00	3,699.35	800.93	4,500.28	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14
20/10/2011	0.00	0.00	0.00	3,620.20	762.73	4,382.93	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29
20/01/2012	0.00	0.00	0.00	3,509.09	716.73	4,225.82	0.00	1,293.62	1,293.62	0.00	1,314.07	1,314.07	0.00	1,339.62	1,339.62	0.00	1,901.84	1,901.84	0.00	2,221.29	2,221.29
20/04/2012	0.00	0.00	0.00	3,375.62	664.84	4,040.46	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14
20/07/2012	0.00	0.00	0.00	3,273.72	622.41	3,896.14	0.00	1,279.56	1,279.56	0.00	1,299.78	1,299.78	0.00	1,325.06	1,325.06	0.00	1,881.17	1,881.17	0.00	2,197.14	2,197.14
22/10/2012	0.00	0.00	0.00	3,202.81	600.43	3,803.24	0.00	1,321.74	1,321.74	0.00	1,342.63	1,342.63	0.00	1,368.74	1,368.74	0.00	1,943.19	1,943.19	0.00	2,269.58	2,269.58
21/01/2013	0.00	0.00	0.00	2,977.22	541.01	3,518.23	0.00	1,279.56	1,279.56	2,338.39	1,299.78	3,638.17	2,338.39	1,325.06	3,663.45	2,338.39	1,881.17	4,219.56	2,338.39	2,197.14	4,535.53
22/04/2013	0.00	0.00	0.00	2,778.98	503.60	3,282.58	0.00	1,279.56	1,279.56	3,371.60	1,269.39	4,640.99	3,371.60	1,294.08	4,665.68	3,371.60	1,837.18	5,208.78	3,371.60	2,145.77	5,517.37
22/07/2013	0.00	0.00	0.00	2,717.75	468.67	3,186.42	0.00	1,279.56	1,279.56	3,297.31	1,225.57	4,522.88	3,297.31	1,249.40	4,546.71	3,297.31	1,773.76	5,071.07	3,297.31	2,071.69	5,369.00
21/10/2013	0.00	0.00	0.00	2,656.69	434.51	3,091.20	0.00	1,279.56	1,279.56	3,223.23	1,182.71	4,405.94	3,223.23	1,205.71	4,428.94	3,223.23	1,711.73	4,934.96	3,223.23	1,999.24	5,222.47
20/01/2014	0.00	0.00	0.00	2,573.54	401.12	2,974.66	0.00	1,279.56	1,279.56	3,122.34	1,140.81	4,263.16	3,122.34	1,163.00	4,285.34	3,122.34	1,651.09	4,773.44	3,122.34	1,928.42	5,050.76
21/04/2014	0.00	0.00	0.00	2,455.79	368.78	2,824.57	0.00	1,279.56	1,279.56	2,979.49	1,100.23	4,079.72	2,979.49	1,121.63	4,101.11	2,979.49	1,592.36	4,571.85	2,979.49	1,859.82	4,839.31
21/07/2014	0.00	0.00	0.00	2,399.27	337.91	2,737.19	0.00	1,279.56	1,279.56	2,910.92	1,061.50	3,972.42	2,910.92	1,082.15	3,993.07	2,910.92	1,536.31	4,447.23	2,910.92	1,794.36	4,705.28
20/10/2014	0.00	0.00	0.00	2,343.53	307.76	2,651.29	0.00	1,279.56	1,279.56	2,843.29	1,023.67	3,866.95	2,843.29	1,043.57	3,886.86	2,843.29	1,481.55	4,324.84	2,843.29	1,730.40	4,573.69
20/01/2015	0.00	0.00	0.00	2,269.01	281.36	2,550.37	0.00	1,293.62	1,293.62	2,752.87	997.55	3,750.42	2,752.87	1,016.95	3,769.82	2,752.87	1,443.76	4,196.63	2,752.87	1,686.26	4,439.13
20/04/2015	0.00	0.00	0.00	2,164.67	247.04	2,411.71	0.00	1,265.50	1,265.50	2,626.29	940.48	3,566.77	2,626.29	956.77	3,585.06	2,626.29	1,361.15	3,987.44	2,626.29	1,599.78	4,216.07
20/07/2015	0.00	0.00	0.00	2,111.68	222.58	2,334.26	0.00	1,279.56	1,279.56	2,562.00	916.79	3,478.79	2,562.00	934.62	3,496.62	2,562.00	1,326.87	3,888.87	2,562.00	1,549.74	4,111.74
20/10/2015	0.00	0.00	0.00	2,059.88	198.20	2,258.08	0.00	1,293.62	1,293.62	2,499.15	893.20	3,392.35	2,499.15	910.57	3,409.73	2,499.15	1,292.73	3,791.88	2,499.15	1,509.86	4,009.01
20/01/2016	0.00	0.00	0.00	1,991.54	172.02	2,163.57	0.00	1,293.62	1,293.62	2,416.24	860.36	3,276.60	2,416.24	877.09	3,293.33	2,416.24	1,245.20	3,661.43	2,416.24	1,454.35	3,870.58
20/04/2016	0.00	0.00	0.00	1,913.60	145.12	2,058.73	0.00	1,279.56	1,279.56	2,321.68	819.60	3,141.28	2,321.68	835.54	3,157.22	2,321.68	1,186.21	3,507.89	2,321.68	1,385.45	3,707.13
20/07/2016	0.00	0.00	0.00	1,851.24	121.07	1,972.32	0.00	1,279.56	1,279.56	2,246.02	789.43	3,035.45	2,246.02	804.78	3,050.80	2,246.02	1,142.53	3,388.55	2,246.02	1,334.44	3,580.46
20/10/2016	0.00	0.00	0.00	1,804.86	98.88	1,903.74	0.00	1,293.62	1,293.62	2,189.74	768.59	2,958.33	2,189.74	783.53	2,973.27	2,189.74	1,112.37	3,302.11	2,189.74	1,299.21	3,488.95
20/01/2017	0.00	0.00	0.00	1,742.44	75.95	1,818.39	0.00	1,293.62	1,293.62	2,114.01	739.81	2,853.82	2,114.01	754.20	2,868.21	2,114.01	1,070.73	3,184.74	2,114.01	1,250.57	3,364.59
20/04/2017	0.00	0.00	0.00	1,656.79	52.64	1,709.43	0.00	1,265.50	1,265.50	2,010.10	696.55	2,706.66	2,010.10	710.10	2,720.20	2,010.10	1,008.12	3,018.22	2,010.10	1,177.45	3,187.55
20/07/2017	0.00	0.00	0.00	1,614.22	32.40	1,646.62	0.00	1,279.56	1,279.56	1,958.45	678.17	2,636.62	1,958.45	691.36	2,649.81	1,958.45	981.51	2,939.96	1,958.45		



#### 4.11 Representation of security holders.

No syndicate of bondholders will be set up for the securities included in this Bond Issue.

On the terms provided for in article 6.1 of Act 19/1992 and article 12.1 of Royal Decree 926/1998, it is the Management Company's duty, as the manager of third-party portfolios, to represent and enforce the interests of the holders of the Bonds issued by the Fund and of all its other ordinary creditors. Consequently, the Management Company shall make its actions conditional on their protection and observe the provisions established for that purpose from time to time.

#### 4.12 Resolutions, authorisations and approvals for issuing the securities.

##### a) Corporate resolutions.

###### ***Resolution to set up the Fund and issue the Bonds:***

On September 1, 2007, the Executive Committee of the Board of Directors of EUROPEA DE TITULIZACIÓN resolved that:

- i) BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA be set up in accordance with the legal system for which provision is made in Act 19/1992 and all other legal and statutory provisions in force and applicable from time to time.
- ii) Receivables owned by BANKINTER derived from loans granted by BANKINTER to individuals with senior real estate mortgage security on finished homes located in Spain, assigned to the Fund upon being established by having BANKINTER issue and the Fund subscribe for mortgage certificates, issued in accordance with the provisions of Section 2 of Act 2/1981.
- iii) The Bonds be issued by the Fund.

###### ***Resolution to assign mortgage loan receivables by issuing mortgage certificates:***

At a meeting held on June 14, 2006, the Board of Directors of BANKINTER resolved that the assignment of credits with real estate mortgage security and the issue of mortgage certificates to be subscribed for by one or several Securitisation Funds be authorised.

##### b) Registration by the CNMV.

The establishment of the Fund and issue of the Bonds are subject to the condition precedent of this Prospectus and all other supporting documents being entered in the CNMV's Official Registers, in accordance with the provisions of article 5.3 of Act 19/1992.

This Prospectus regarding the establishment of the Fund and issue of the Bonds has been entered in the CNMV's Official Registers.

##### c) Execution of the Fund public deed of constitution.

Upon the CNMV registering this Prospectus, the Management Company shall, with the presence of BANKINTER, Originator of the Mortgage Loan receivables by issuing the Mortgage Certificates, proceed to execute on October 8, 2007 a public deed whereby BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA will be established, BANKINTER will issue and the Fund will subscribe for the Mortgage Certificates, and the Fund will issue the Mortgage-Backed Bonds, on the terms provided in article 6 of Royal Decree 926/1998.

The Management Company represents that the contents of the Deed of Constitution shall match the draft Deed of Constitution it has submitted to the CNMV and the terms of the Deed of Constitution shall at no event contradict, change, alter or invalidate the regulations contained in this Prospectus.

The Management Company shall submit a copy of the Deed of Constitution to the CNMV to be entered in the Official Registers before the Bond Subscription Period begins.

#### **4.13 Issue date of the securities.**

The Bond issue date shall be October 8, 2007.

##### **4.13.1 Potential investors to whom the Bonds are offered.**

Placement of the Bonds in each of Series A1, A2, A3, B, C, D and E of the Bond Issue is targeted at qualified investors, and therefore, in accordance with the Securities Market Act and applicable implementing regulations, the Bond offering shall not be considered a public offering.

##### **Tranches.**

Each of the Series consists of one tranche only.

##### **4.13.2 Bond subscription or acquisition date or period.**

The subscription period (the "**Subscription Period**") shall begin at 1pm (CET) on October 9, 2007 and end at 2pm (CET) on the same day.

##### **4.13.3 Bond subscription payment method and dates.**

The investors to whom the Bonds are allocated shall pay the Underwriter and Placement Agent, by 1pm (CET) on October 11, 2007 (the "**Closing Date**"), for same day value, the relevant issue price for each Bond allocated for subscription.

BANKINTER agrees to subscribe in its own name, at the close of the Subscription Period, for such amount of Bonds as may be necessary to complete the figure of its underwriting commitment as determined in the Management, Underwriting and Placement Agreement.

#### **4.14 Restrictions on the free transferability of the securities.**

There are no restrictions on the free transferability of the Bonds. They may be freely transferred by any means admissible at Law and in accordance with the rules of the AIAF market where they will be admitted to trading. A transfer in the accounts (book entry) will convey the ownership of each Bond. The effects of entering the conveyance to the transferee in the accounting record shall be the same as handing over the certificates and the transfer shall thereupon be enforceable on third parties.

### **5 ADMISSION TO TRADING AND DEALING ARRANGEMENTS.**

#### **5.1 Market where the securities will be traded.**

In fulfilment of the provisions of article 5.9 of Act 19/1992, the Management Company shall, upon the Bonds having been paid up, apply for this Bond Issue to be listed on AIAF, which is a qualified official secondary securities market pursuant to transitional provision six of Act 37/1998, November 16, amending the Securities Market Act, and a regulated market, as contained in the Annotated List of Regulated Markets and Additional Provisions under the Investment Services Directive 93/22, published in the Official Journal of the European Communities on May 12, 2005. The Management Company undertakes that definitive admission to trading will be achieved not later than one month after the Closing Date.

The Management Company expressly represents that it is aware of the requirements and terms that must be observed for the securities to be eligible to be listed, remain listed and be excluded from listing on the AIAF, in accordance with the laws in force and the requirements of its governing bodies, and the Fund agrees through its Management Company to observe the same.

In the event that, by the end of the one-month period referred to in the first paragraph of this section, the Bonds should not be admitted to trading on the AIAF, the Management Company shall forthwith proceed to notify Bondholders thereof, moreover advising of the reasons resulting in such breach, using the extraordinary notice procedure provided for in section 4.1.2 of the Building Block, i.e., publication of the

relevant event at the CNMV and, additionally, publication of an announcement in the AIAF market bulletin. This shall be without prejudice to the Management Company being held to be contractually liable, as the case may be, if the delay is for reasons exclusively attributable to the same.

## **5.2 Paying agents and depository agents.**

### **5.2.1 Paying Agent of the Bond Issue.**

The Bond Issue will be serviced through BANKINTER as Paying Agent. Payment of interest and repayments shall be notified to Bondholders in the events and in such advance as may be provided for each case in section 4.1.1 of the Building Block. Interest and amortisation shall be paid to Bondholders by the relevant members and to the latter in turn by Iberclear, the institution responsible for the accounting record.

The Management Company shall, for and on behalf of the Fund, enter with BANKINTER into a paying agent agreement to service the Bond Issue, the most significant terms of which are given in section 3.4.7.2 of the Building Block.

## **6 EXPENSE OF THE OFFERING AND OF ADMISSION TO TRADING.**

The expected expenses for setting up the Fund and issue and admission to trading of the Bond Issue are EUR one million two hundred and sixty-five thousand (1,265,000.00). These expenses include, inter alia, the initial Management Company fee, notary's, rating and legal advice fees, CNMV fees, AIAF and Iberclear fees for including the Bonds in the register of book entries, the placement fee, Prospectus translation and printing expenses.

## **7 ADDITIONAL INFORMATION.**

### **7.1 Statement of the capacity in which the advisors connected with the issue mentioned in the Securities Note have acted.**

RAMÓN & CAJAL, as independent advisers, have provided legal advice for establishing the Fund and the Bond Issue and reviewed the tax implications thereof.

BANKINTER and EUROPEA DE TITULIZACIÓN have structured the financial terms of the Fund and of the Bond Issue.

### **7.2 Other information in the Securities Note which has been audited or reviewed by auditors.**

Not applicable.

### **7.3 Statement or report attributed to a person as an expert.**

PRICEWATERHOUSECOOPERS have audited the selected mortgage loans on the terms set forth in section 2.2 of the Building Block.

### **7.4 Information sourced from a third party.**

Within its duties to verify the information contained in this Prospectus, the Management Company has received confirmation from BANKINTER, as Originator, as to the truthfulness of the characteristics of BANKINTER as Originator of the Mortgage Loans and of the Pass-Through Certificates, given in section 2.2.8 of the Building Block, and of the remaining information on BANKINTER and the Mortgage Loans given in this Prospectus.

In the Deed of Constitution of the Fund, BANKINTER shall reaffirm to the Management Company the fulfilment of those characteristics on the date on which the Fund is established.

The Management Company confirms that the information from BANKINTER on the Mortgage Loans and on the Originator proper has been accurately reproduced and, to the best of its knowledge and ability to determine based on that information provided by BANKINTER, no fact has been omitted which might result in the information reproduced being inaccurate or deceptive.

## 7.5 Credit ratings assigned to the securities by rating agencies.

On October 2, 2007, Moody's and S&P have assigned the following provisional ratings to each Bond Series, and expect to assign the same final ratings by the start of the Bond Subscription Period.

Bond Series	Moody's Ratings	S&P Ratings
Series A1	Aaa	AAA
Series A2	Aaa	AAA
Series A3	Aaa	AAA
Series B	Aa3	AA
Series C	Baa2	A-
Series D	Ba3	BB
Series E	C	CCC-

If the Rating Agencies should not confirm any of the assigned provisional ratings as final by the start of the Subscription Period, this circumstance would forthwith be notified to the CNMV and be publicised in the manner for which provision is made in section 4.1.2.2 of the Building Block. Furthermore, this circumstance would result in the establishment of the Fund, the Bond Issue and the issue of and subscription for the Mortgage Certificates terminating, as provided for in section 4.4.4.(v) of the Registration Document.

### Rating considerations.

The ratings assigned to each Bond Series by Moody's measure the expected loss before the Final Maturity Date. In Moody's opinion, the structure allows prompt payment of interest and payment of principal during the life of the transaction and, in any event, before the Final Maturity Date for Series A1, A2, A3, B, C and D, and interest and principal payment before the Final Maturity Date for Series E.

The ratings assigned to each Bond Series by S&P are an opinion as to the Fund's ability to meet interest payments as they fall due on each set Payment Date and principal repayment throughout the life of the transaction and, in any event, before the Final Maturity Date.

The Rating Agencies' ratings are not an assessment of the likelihood of obligors prepaying principal, nor indeed of the extent to which such prepayments differ from what was originally forecast. The ratings are not by any means a rating of the level of actuarial performance.

The ratings assigned, and any revision or suspension of the ratings:

- (i) are assigned by the Rating Agencies based on manifold information received with respect to which they give no assurance, nor even as to their accuracy or wholeness, wherefore the Rating Agencies may in no event be deemed to be responsible therefor; and
- (ii) are not and cannot therefore be howsoever construed as an invitation, recommendation or encouragement for investors to proceed to carry out any transaction whatsoever on the Bonds and, in particular, acquire, keep, charge or sell those Bonds.

In carrying on the rating and monitoring process, the Rating Agencies rely on the accuracy and wholeness of the information provided by BANKINTER, the Management Company, the auditors of the selected mortgage loans and RAMÓN & CAJAL.

The ratings take into account the structure of the Bond Issue, the legal aspects thereof and of the issuing Fund, the characteristics of the mortgage loans selected in order for their receivables to be mostly assigned to the Fund, and the regularity and continuity of the operating flows.

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 the CNMV and Bondholders, in accordance with the provisions of section 4.1.2 of the Building Block.

## **SECURITIES BUILDING BLOCK**

**(Annex VIII to Commission Regulation (EC) No. 809/2004 of April 29, 2004)**

### **1. SECURITIES**

#### **1.1 Minimum denomination of the issue.**

The Fund shall be set up by pooling the Mortgage Certificates which BANKINTER shall issue to be subscribed for by the Fund upon being established and their Outstanding Balance shall be equal to or slightly above EUR one billion five hundred million (1,500,000,000.00), the face value amount of Series A1, A2, A3, B, C and D Bonds.

Additionally, the Fund shall issue a Bond Series E having a face amount of EUR twenty-five million five hundred thousand (25,500,000.00) which shall be allocated to setting up the Initial Cash Reserve and be credited to the Treasury Account.

#### **1.2 Confirmation that the information relating to an undertaking or obligor not involved in the issue has been reproduced.**

Not applicable.

### **2. UNDERLYING ASSETS**

#### **2.1 Confirmation that the securitised assets have capacity to produce funds to service any payments due and payable on the securities.**

In accordance with the information supplied by the Originator, the Management Company confirms that, based on their contractual characteristics, the flows of principal, interest and any other amounts generated by the securitised assets allow the payments due and payable on Series A1, A2, A3, B, C and D Bonds and interest on Series E Bonds to be satisfied.

Nevertheless, in order to cover for potential defaults on payment by the Obligors of the securitised Mortgage Loans, a number of credit enhancement transactions have been arranged allowing the amounts payable on Series A1, A2, A3, B, C and D Bonds to be covered to a different extent and mitigating interest risk due to the different terms of the interest clauses of the Mortgage Loans and of the Bonds in each Series. In exceptional circumstances, the enhancement transactions could actually fall short. The credit enhancement transactions are described in sections 3.4.2, 3.4.3, 3.4.4 and 3.4.7 of this Building Block.

Not all the Bonds issued have the same risk of default given the credit ratings assigned by the Rating Agencies to the Bonds in each Series, detailed in section 7.5 of the Securities Note.

Upon the occurrence of a (i) substantial alteration or permanent imbalance of the Fund due to any event or circumstance whatsoever unrelated to the Fund's operations or (ii) default indicating a serious permanent imbalance in relation to any of the Bonds issued or suggesting that it will occur, the Management Company may proceed to Early Liquidation of the Fund and thereby Early Amortisation of the Bond Issue on the terms laid down in section 4.4.3 of the Registration Document.

#### **2.2 Assets backing the issue.**

The receivables to be pooled in the Fund, represented by the Management Company, upon being established, shall exclusively consist of the Mortgage Certificates issued by BANKINTER on the Mortgage Loans (loans granted by BANKINTER to individuals with senior real estate mortgage security on finished homes located in Spain).

The portfolio of selected mortgage loans from which the Mortgage Loans will be taken in order for their receivables to be mostly assigned to the Fund upon being established comprises 12,869 mortgage loans, the outstanding principal as at September 17, 2007 being EUR 1,970,168,420.79 and the overdue principal being EUR 133,256.69.

**Audit of the assets securitised through the Fund.**

The most significant characteristics of the selected mortgage loans were audited by PRICEWATERHOUSECOOPERS.

That audit was made using sampling techniques consisting of analysing a fewer number of mortgage loans -sample- than the full selection of mortgage loans -population-, allowing a conclusion to be arrived at regarding that population. The verification deals with a number of both quantitative and qualitative attributes regarding the sample mortgage loans and specifically regarding: mortgage loan origination, purpose of the mortgage loan, identification of the borrower, origination date, loan maturity date, initial loan amount, current loan balance, reference rate or benchmark index, interest rate spread, interest rate applied, mortgaged property, address of the mortgaged property, appraisal value, current loan to value ratio, mortgage security, arrears in payment, damage insurance and loan transfer. Mortgage loans in respect of which errors are detected in verifying the sample shall not be included by BANKINTER for issuing the Mortgage Certificates.

The audit results shall be set out in a report prepared by PRICEWATERHOUSECOOPERS.

**2.2.1 Legal jurisdiction by which the pool of assets is governed.**

The securitised assets are governed by Spanish Law.

**2.2.2 Description of the general characteristics of the obligors and the economic environment, as well as global statistical data referred to the securitised assets.**

**a) Number of mortgage loans and their amount or outstanding balance at present.**

The portfolio of selected mortgage loans from which the Mortgage Loans backing the issue of the Mortgage Certificates shall be taken, comprises 12,869 mortgage loans, the outstanding principal as at September 17, 2007 being EUR 1,970,168,420.79 and the overdue principal being EUR 133,256.69.

**b) Information regarding selected mortgage loan outstanding principal.**

Mortgage loan outstanding principal as of September 17, 2007 ranges between EUR 4,015.28 and EUR 1,428,868.85.

The following table gives the distribution of the outstanding mortgage loan principal by EUR 25,000.00 intervals. Intervals with no contents are not detailed.

<b>Mortgage loan portfolio as of 17.09.2007</b>				
<b>Classification by outstanding principal</b>				
<b>Outstanding principal interval (in EUR)</b>	<b>Loans</b>		<b>Outstanding principal</b>	
	<b>No.</b>	<b>%</b>	<b>(EUR)</b>	<b>%</b>
0.00 - 24,999.99	154	1.20	2,825,181.91	0.14
25,000.00 - 49,999.99	737	5.73	29,021,380.46	1.47
50,000.00 - 74,999.99	1,409	10.95	88,900,499.81	4.51
75,000.00 - 99,999.99	1,807	14.04	158,127,463.52	8.03
100,000.00 - 124,999.99	1,895	14.73	214,045,667.22	10.86
125,000.00 - 149,999.99	1,730	13.44	238,773,017.71	12.12
150,000.00 - 174,999.99	1,304	10.13	211,613,359.33	10.74
175,000.00 - 199,999.99	1,083	8.42	202,258,081.18	10.27
200,000.00 - 224,999.99	686	5.33	144,744,077.71	7.35
225,000.00 - 249,999.99	541	4.20	128,105,148.68	6.50
250,000.00 - 274,999.99	361	2.81	94,721,929.43	4.81

<b>Mortgage loan portfolio as of 17.09.2007</b>				
<b>Classification by outstanding principal</b>				
<b>Outstanding principal interval (in EUR)</b>	<b>Loans</b>		<b>Outstanding principal (EUR)</b>	
	<b>No.</b>	<b>%</b>		<b>%</b>
275,000.00 - 299,999.99	297	2.31	85,581,332.08	4.34
300,000.00 - 324,999.99	179	1.39	55,579,331.76	2.82
325,000.00 - 349,999.99	148	1.15	49,718,852.70	2.52
350,000.00 - 374,999.99	101	0.78	36,401,397.22	1.85
375,000.00 - 399,999.99	82	0.64	31,759,907.43	1.61
400,000.00 - 424,999.99	67	0.52	27,564,835.99	1.40
425,000.00 - 449,999.99	39	0.30	17,096,282.49	0.87
450,000.00 - 474,999.99	32	0.25	14,834,220.84	0.75
475,000.00 - 499,999.99	38	0.30	18,511,965.08	0.94
500,000.00 - 524,999.99	19	0.15	9,674,866.06	0.49
525,000.00 - 549,999.99	28	0.22	15,058,451.99	0.76
550,000.00 - 574,999.99	16	0.12	8,973,320.48	0.46
575,000.00 - 599,999.99	21	0.16	12,296,286.73	0.62
600,000.00 - 624,999.99	18	0.14	10,945,275.77	0.56
625,000.00 - 649,999.99	11	0.09	6,999,470.37	0.36
650,000.00 - 674,999.99	8	0.06	5,337,446.87	0.27
675,000.00 - 699,999.99	5	0.04	3,434,269.21	0.17
700,000.00 - 724,999.99	6	0.05	4,301,815.70	0.22
725,000.00 - 749,999.99	7	0.05	5,189,121.36	0.26
750,000.00 - 774,999.99	9	0.07	6,853,330.57	0.35
775,000.00 - 799,999.99	5	0.04	3,932,210.17	0.20
800,000.00 - 824,999.99	3	0.02	2,407,567.19	0.12
825,000.00 - 849,999.99	2	0.02	1,674,448.57	0.08
850,000.00 - 874,999.99	2	0.02	1,730,545.96	0.09
900,000.00 - 924,999.99	3	0.02	2,766,396.80	0.14
925,000.00 - 949,999.99	2	0.02	1,874,687.09	0.10
950,000.00 - 974,999.99	2	0.02	1,915,553.55	0.10
975,000.00 - 999,999.99	1	0.01	982,873.79	0.05
1,050,000.00 - 1,074,999.99	2	0.02	2,121,181.12	0.11
1,075,000.00 - 1,099,999.99	1	0.01	1,083,663.27	0.06
1,175,000.00 - 1,199,999.99	1	0.01	1,182,534.90	0.06
1,225,000.00 - 1,249,999.99	1	0.01	1,246,845.18	0.06
1,250,000.00 - 1,274,999.99	2	0.02	2,526,714.02	0.13
1,300,000.00 - 1,324,999.99	2	0.02	2,619,527.01	0.13
1,425,000.00 - 1,449,999.99	2	0.02	2,856,084.51	0.14
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>
	<b>Average principal:</b>		<b>153,094.13</b>	
	<b>Minimum principal:</b>		<b>4,015.28</b>	
	<b>Maximum principal:</b>		<b>1,428,868.85</b>	

**c) Information regarding applicable nominal interest rates.**

The nominal interest rates applicable to the selected mortgage loans as of September 17, 2007 range between 3.50% and 6.56%, the average nominal interest rate weighted by the outstanding principal being 4.66%.

The following table gives the distribution of the mortgage loans by 0.25% nominal interest rate intervals.

<b>Mortgage loan portfolio as of 17.09.2007</b>					
<b>Classification by nominal interest rates</b>					
<b>% Interest Rate Interval</b>	<b>Loans</b>		<b>Outstanding principal (EUR)</b>		<b>%Interest Rate*</b>
		<b>%</b>		<b>%</b>	
3.50 - 3.74	6	0.05	862,160.30	0.04	3.60
3.75 - 3.99	70	0.54	13,877,415.29	0.70	3.93
4.00 - 4.24	1,550	12.04	257,757,496.00	13.08	4.14
4.25 - 4.49	2,859	22.22	454,402,191.62	23.06	4.36
4.50 - 4.74	2,799	21.75	448,551,850.01	22.77	4.60
4.75 - 4.99	2,550	19.82	398,363,991.79	20.22	4.86
5.00 - 5.24	1,933	15.02	274,337,588.18	13.92	5.08
5.25 - 5.49	505	3.92	61,185,869.22	3.11	5.32
5.50 - 5.74	302	2.35	33,361,826.23	1.69	5.57
5.75 - 5.99	152	1.18	14,669,474.43	0.74	5.81
6.00 - 6.24	131	1.02	11,565,159.72	0.59	6.06
6.25 - 6.49	6	0.05	694,456.62	0.04	6.35
6.50 - 6.74	6	0.05	538,941.38	0.03	6.52
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>	
			<b>Weighted average:</b>		<b>4.66</b>
			<b>Simple average:</b>		<b>4.69</b>
			<b>Minimum:</b>		<b>3.50</b>
			<b>Maximum:</b>		<b>6.56</b>

\*Average nominal interest rate of the interval weighted by the outstanding principal.

**d) Information regarding benchmark indices applicable for determining the floating interest rates applicable to the selected mortgage loans.**

The selected mortgage loans are all floating-rate loans. The following table gives the distribution of the mortgage loans according to benchmark indices applicable to them for determining the nominal interest rate, indicating the weighted average margin that is added to the relevant benchmark index for that determination.

<b>Mortgage loan portfolio as of 17.09.2007</b>					
<b>Classification by interest rate benchmark index</b>					
<b>Benchmark index</b>	<b>Loans</b>		<b>Outstanding principal (EUR)</b>		<b>%Margin * o/index</b>
		<b>%</b>		<b>%</b>	
1-year EURIBOR	12,869	100.00	1,970,168,420.79	100.00	0.54
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>	

\*Average margin weighted by the outstanding principal.

**e) Information regarding nominal interest rate reset frequency and month applicable to the selected mortgage loans.**

The following table gives the distribution of the selected mortgage loans based on nominal interest rate reset frequency and forthcoming month.

<b>Mortgage loan portfolio as of 17.09.2007</b>				
<b>Classification by nominal interest rate reset frequency and forthcoming month</b>				
<b>Reset frequency and month</b>	<b>Loans %</b>		<b>Outstanding principal (EUR) %</b>	
<b>YEARLY frequency:</b>				
September 2007	628	4.99	99,726,871.26	5.16
October 2007	1,435	11.41	214,312,465.55	11.09
November 2007	945	7.51	143,695,284.92	7.43
December 2007	1,084	8.62	174,927,077.79	9.05
January 2008	959	7.62	147,843,670.56	7.65
February 2008	749	5.95	115,416,862.92	5.97
March 2008	828	6.58	127,631,433.90	6.60
April 2008	868	6.90	132,519,031.17	6.86
May 2008	1,037	8.24	166,522,341.30	8.62
June 2008	1,223	9.72	190,021,463.91	9.83
July 2008	1,407	11.18	207,325,118.02	10.73
August 2008	817	6.49	119,505,272.89	6.18
September 2008	602	4.78	93,261,420.85	4.83
<b>YEARLY subtotal:</b>	<b>12,582</b>	<b>100.00</b>	<b>1,932,708,315.04</b>	<b>100.00</b>
<b>SIX-MONTHLY frequency:</b>				
September 2007	35	12.20	4,491,082.30	11.99
October 2007	33	11.50	4,414,762.16	11.79
November 2007	49	17.07	6,520,420.37	17.41
December 2007	57	19.86	6,789,273.10	18.12
January 2008	64	22.30	9,489,307.90	25.33
February 2008	31	10.80	3,622,615.39	9.67
March 2008	18	6.27	2,132,644.53	5.69
<b>SIX-MONTHLY subtotal:</b>	<b>287</b>	<b>100.00</b>	<b>37,460,105.75</b>	<b>100.00</b>
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>

**f) Information regarding selected mortgage loan instalment frequency.**

The following table gives the distribution of the selected mortgage loans based on their instalment frequency.

<b>Mortgage loan portfolio as of 17.09.2007</b>				
<b>Classification by instalment frequency</b>				
<b>Frequency</b>	<b>Loans %</b>		<b>Outstanding principal (EUR) %</b>	
MONTHLY	12,821	99.63	1,960,067,857.56	99.49
QUARTERLY	35	0.27	7,925,038.27	0.40
SIX-MONTHLY	13	0.10	2,175,524.96	0.11
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>

**g) Information regarding selected mortgage loan origination dates.**

The provisional portfolio mortgage loans were originated on dates comprised between January 2, 2003 and June 11, 2007, average portfolio age being 18.07 months as at September 17, 2007.

The following table gives the distribution of mortgage loans according to origination date by six-monthly intervals, and the maximum and minimum average weighted age.

<b>Mortgage loan portfolio as of 17.09.2007</b>				
<b>Classification by mortgage loan origination date</b>				
<b>Date interval</b>	<b>Loans</b>		<b>Outstanding principal</b>	
		<b>%</b>	<b>(EUR)</b>	<b>%</b>
01/01/2003 to 30/06/2003	83	0.64	8,321,392.13	0.42
01/07/2003 to 31/12/2003	288	2.24	30,484,968.55	1.55
01/01/2004 to 30/06/2004	533	4.14	69,633,922.70	3.53
01/07/2004 to 31/12/2004	564	4.38	79,519,079.03	4.04
01/01/2005 to 30/06/2005	1,225	9.52	169,670,247.35	8.61
01/07/2005 to 31/12/2005	2,240	17.41	319,827,118.71	16.23
01/01/2006 to 30/06/2006	2,257	17.54	357,583,144.37	18.15
01/07/2006 to 31/12/2006	4,304	33.44	701,196,921.16	35.59
01/01/2007 to 30/06/2007	1,375	10.68	233,931,626.79	11.87
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>
<b>Weighted average age</b>		<b>18.07</b>	<b>Months</b>	
<b>Maximum age</b>	<b>02/01/2003</b>	<b>56.52</b>	<b>Months</b>	
<b>Minimum age</b>	<b>11/06/2007</b>	<b>3.22</b>	<b>Months</b>	

**h) Information regarding selected mortgage loan final maturity date.**

The final maturity of the selected mortgage loans falls on dates comprised between January 9, 2008 and July 16, 2047.

Mortgage loans are repaid throughout the life remaining until full repayment, during which period mortgagors must pay instalments comprising capital repayment and interest.

At any time during the life of the mortgage loans, obligors may prepay all or part of the outstanding capital, in which case the accrual of interest on the part prepaid will cease as of the date on which the repayment occurs.

The following table gives the distribution of mortgage loans according to final maturity date by yearly intervals, and total weighted average residual life and first and last maturity dates.

<b>Mortgage loan portfolio as of 17.09.2007</b>						
<b>Classification by final maturity date</b>						
<b>Final maturity year</b>	<b>Loans</b>		<b>Outstanding principal</b>		<b>Residual life <sup>wa*</sup></b>	
		<b>%</b>	<b>(EUR)</b>	<b>%</b>	<b>Months</b>	<b>Date</b>
2008	5	0.04	296,363.91	0.02	7.28	26/04/2008
2009	9	0.07	590,300.65	0.03	18.57	4/04/2009
2010	26	0.20	886,480.76	0.04	34.83	12/08/2010
2011	38	0.30	1,641,910.64	0.08	47.05	19/08/2011
2012	35	0.27	1,900,999.63	0.10	57.43	30/06/2012
2013	51	0.40	3,061,090.65	0.16	70.26	25/07/2013
2014	98	0.76	6,093,009.83	0.31	81.92	15/07/2014
2015	148	1.15	11,558,691.06	0.59	93.93	16/07/2015
2016	186	1.45	18,116,217.97	0.92	106.65	6/08/2016
2017	131	1.02	14,777,801.50	0.75	116.27	26/05/2017
2018	135	1.05	12,065,326.54	0.61	130.58	5/08/2018

Mortgage loan portfolio as of 17.09.2007						
Classification by final maturity date						
Final maturity year	Loans		Outstanding principal		Residual life wa*	
		%	(EUR)	%	Months	Date
2019	195	1.52	19,018,739.27	0.97	141.70	9/07/2019
2020	341	2.65	38,669,325.78	1.96	154.04	19/07/2020
2021	472	3.67	49,825,567.45	2.53	166.30	27/07/2021
2022	179	1.39	20,352,953.62	1.03	175.19	23/04/2022
2023	185	1.44	20,552,860.15	1.04	190.82	12/08/2023
2024	279	2.17	35,639,238.38	1.81	201.94	15/07/2024
2025	602	4.68	70,902,772.42	3.60	214.09	20/07/2025
2026	813	6.32	113,240,699.49	5.75	226.59	5/08/2026
2027	254	1.97	33,534,972.05	1.70	234.55	4/04/2027
2028	171	1.33	20,952,206.82	1.06	250.50	2/08/2028
2029	258	2.00	36,658,595.32	1.86	261.85	13/07/2029
2030	640	4.97	87,777,348.89	4.46	274.44	31/07/2030
2031	1,038	8.07	155,097,151.19	7.87	286.68	8/08/2031
2032	281	2.18	43,450,403.47	2.21	294.96	16/04/2032
2033	180	1.40	26,714,137.62	1.36	310.38	29/07/2033
2034	352	2.74	57,391,444.52	2.91	321.96	17/07/2034
2035	873	6.78	140,550,891.92	7.13	334.28	27/07/2035
2036	1,560	12.12	268,537,961.58	13.63	346.70	8/08/2036
2037	317	2.46	58,542,233.90	2.97	353.78	11/03/2037
2038	73	0.57	13,664,274.34	0.69	370.75	10/08/2038
2039	169	1.31	30,581,483.83	1.55	381.67	8/07/2039
2040	515	4.00	101,573,292.52	5.16	394.76	9/08/2040
2041	1,168	9.08	230,941,197.97	11.72	406.65	6/08/2041
2042	218	1.69	46,256,661.01	2.35	413.56	5/03/2042
2043	23	0.18	5,073,758.64	0.26	429.92	16/07/2043
2044	27	0.21	6,801,181.64	0.35	443.02	17/08/2044
2045	27	0.21	4,759,694.51	0.24	453.62	6/07/2045
2046	605	4.70	122,647,619.17	6.23	467.68	7/09/2046
2047	192	1.49	39,471,560.18	2.00	473.13	20/02/2047
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>		
	<b>Weighted average:</b>				<b>317.04</b>	<b>17/02/2034</b>
	<b>Simple average:</b>				<b>294.14</b>	<b>22/03/2032</b>
	<b>Minimum:</b>				<b>3.75</b>	<b>9/01/2008</b>
	<b>Maximum:</b>				<b>477.93</b>	<b>16/07/2047</b>

\*Residual life (months and date) are averages weighted by the outstanding principal.

i) Information regarding selected mortgage loan principal repayment exclusion period.

The following table gives the distribution of the selected mortgage loans based on expiration of the mortgage loan principal repayment exclusion period.

Mortgage loan portfolio as of 17.09.2007				
Classification by mortgage loan principal repayment exclusion period				
Expiration of the principal exclusion period	Loans		Outstanding principal	
		%	(EUR)	%
No exclusion	12,450	96.74	1,879,149,411.09	95.38
19/09/2007 to 30/09/2007	17	0.13	4,066,093.80	0.21
01/10/2007 to 31/12/2007	108	0.84	25,625,666.08	1.30
01/01/2008 to 31/03/2008	70	0.54	16,578,222.80	0.84
01/04/2008 to 30/06/2008	61	0.47	13,067,628.46	0.66
01/07/2008 to 30/09/2008	60	0.47	11,398,485.46	0.58

Mortgage loan portfolio as of 17.09.2007				
Classification by mortgage loan principal repayment exclusion period				
Expiration of the principal exclusion period	Loans		Outstanding principal	
		%	(EUR)	%
01/10/2008 to 31/12/2008	54	0.42	10,160,755.65	0.52
01/01/2009 to 31/03/2009	41	0.32	7,918,557.45	0.40
01/04/2009 to 30/06/2009	6	0.05	1,262,000.00	0.06
01/07/2009 to 30/09/2009	1	0.01	741,600.00	0.04
01/01/2010 to 10/01/2010	1	0.01	200,000.00	0.01
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>

There is no mortgage loan providing for an interest exclusion period.

**j) Specification of maximum, minimum and average value of the “current loan principal/appraisal value” ratio.**

The ratio, expressed as a percentage, of the outstanding principal amount as at September 17, 2007 to the appraisal value of the mortgaged properties of the provisional portfolio mortgage loans ranged between 1.99% and 80.00%, the weighted average ratio being 58.04%.

The following table shows the distribution of mortgage loans according to 5.00% ratio intervals.

Mortgage loan portfolio as of 17.09.2007					
Classification by Loan-to-Value Ratio					
Ratio Intervals	Loans		Outstanding principal		Loan-to-Value* (%)
		%	(EUR)	%	
0.01 - 5.00	23	0.18	444,453.31	0.02	3.95
5.01 - 10.00	135	1.05	5,268,114.03	0.27	8.14
10.01 - 15.00	265	2.06	14,346,831.44	0.73	12.89
15.01 - 20.00	368	2.86	25,741,660.21	1.31	17.78
20.01 - 25.00	472	3.67	41,063,363.20	2.08	22.58
25.01 - 30.00	561	4.36	54,004,506.79	2.74	27.63
30.01 - 35.00	670	5.21	74,913,827.00	3.80	32.57
35.01 - 40.00	760	5.91	99,180,905.51	5.03	37.56
40.01 - 45.00	898	6.98	126,067,433.85	6.40	42.54
45.01 - 50.00	981	7.62	143,520,214.27	7.28	47.64
50.01 - 55.00	1,065	8.28	165,540,013.36	8.40	52.57
55.01 - 60.00	1,210	9.40	199,562,321.38	10.13	57.60
60.01 - 65.00	1,200	9.32	204,871,309.39	10.40	62.53
65.01 - 70.00	1,291	10.03	231,146,268.95	11.73	67.53
70.01 - 75.00	1,194	9.28	224,393,981.67	11.39	72.54
75.01 - 80.00	1,776	13.80	360,103,216.43	18.28	77.71
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>	
	<b>Weighted average:</b>				<b>58.04 %</b>
	<b>Simple Average:</b>				<b>53.21 %</b>
	<b>Minimum:</b>				<b>1.99 %</b>
	<b>Maximum:</b>				<b>80.00 %</b>

\*Aggregate Loan-to-Value Ratio lists averages weighted by the outstanding principal.

**k) Information regarding geographical distribution by Autonomous Communities of the selected mortgage loans.**

The following table gives the geographical distribution of the selected mortgage loans arranged by Autonomous Communities in which the properties securing the same are located.

<b>Mortgage loan portfolio as of 17.09.2007</b>				
<b>Classification by Autonomous Communities</b>				
<b>Autonomous Communities</b>	<b>Loans</b>		<b>Outstanding principal</b>	
		<b>%</b>	<b>(EUR)</b>	<b>%</b>
Andalusia	2,064	16.04	304,603,746.24	15.46
Aragón	200	1.55	28,483,142.66	1.45
Asturies	245	1.90	31,329,371.28	1.59
Balearic Isles	360	2.80	60,238,674.40	3.06
Canary Islands	722	5.61	91,677,876.85	4.65
Cantabria	327	2.54	39,095,502.49	1.98
Catalonia	1,707	13.26	306,036,246.69	15.53
Ceuta	1	0.01	203,651.82	0.01
Basque Country	884	6.87	157,660,029.52	8.00
Extremadura	84	0.65	9,965,675.55	0.51
Galicia	360	2.80	42,908,450.74	2.18
Castile-León	553	4.30	70,194,483.18	3.56
Madrid	2,125	16.51	417,529,005.23	21.19
Castile La Mancha	375	2.91	51,723,644.83	2.63
Murcia	305	2.37	34,422,156.07	1.75
Navarre	24	0.19	3,320,594.03	0.17
La Rioja	64	0.50	8,092,319.91	0.41
Valencian Community	2,469	19.19	312,683,849.30	15.87
<b>Total</b>	<b>12,869</b>	<b>100.00</b>	<b>1,970,168,420.79</b>	<b>100.00</b>

**l) Information regarding delays in collecting selected mortgage loan principal instalments.**

The following table gives the number of mortgage loans, the outstanding principal and the overdue principal on the selected mortgage loans in regard to which there was any delay in payment of amounts due as of September 17, 2007.

<b>Arrears in payment of instalments due as of 17.09.2007</b>				
<b>Day Interval</b>	<b>Loans</b>	<b>Outstanding principal</b>	<b>Overdue principal</b>	
				<b>% on total outstanding principal</b>
In good standing	12,475	1,906,800,250.94		
1 to 15 days	235	36,181,419.91	59,244.05	0.0030
16 to 30 days	89	16,232,816.73	31,306.15	0.0016
31 to 60 days	56	8,609,337.36	30,357.44	0.0015
61 to 90 days	14	2,344,595.85	12,349.05	0.0006
<b>Total</b>	<b>12,869</b>	<b>1,970,168,420.79</b>	<b>133,256.69</b>	<b>0.0068</b>

As described in section 2.2.8 (26) of the Building Block, none of the Mortgage Loans that will finally be the subject of the issue of the Mortgage Certificates for the Fund to be established shall have any payments more than one (1) month overdue on their issue date.

**2.2.3 Legal nature of the pool of assets.**

The assets selected to be securitised are receivables on loans granted by BANKINTER to individuals with real estate mortgage security on finished homes located in Spain, originated in a public deed.

The mortgage loans were originated in a public deed subject to the Civil Code, the Mortgage Act, February 8, 1946, mortgage market regulation rules and supplementary laws.

The mortgage loan receivables shall be assigned to the Fund upon BANKINTER issuing and the Fund subscribing for Mortgage Certificates subject to the provisions of Act 2/1981, Royal Decree 685/1982, March 17, implementing certain aspects of Mortgage Market Regulation Act 2/1981, March 25 ("**Royal Decree 685/1982**"), amended by Royal Decree 1289/1991, August 2, Act 19/1992 and other applicable laws, on the terms provided for in section 3.3 of this Building Block.

#### **2.2.4 Expiry or maturity date(s) of the assets.**

The selected mortgage loans each have a final maturity date without prejudice to periodic partial repayment instalments, on the specific terms applicable to each of them.

Obligors may at any time during the life of the mortgage loans prepay all or part of the outstanding capital, in which case the accrual of interest on the part prepaid will cease as of the date on which repayment occurs.

The final maturity date of the selected mortgage loans as of September 17, 2007 lies between January 9, 2008 and July 16, 2047. Section 2.2.2.h) above contains a table giving the distribution of the selected mortgage loans based on the final maturity date for each one.

#### **2.2.5 Amount of the assets.**

The Fund shall be set up with the Mortgage Certificates which BANKINTER shall issue on the Mortgage Loans to be subscribed for by the Fund upon being established and their Outstanding Balance shall be equal to or slightly above EUR one billion five hundred million (1,500,000,000.00), the face value amount of Series A1, A2, A3, B, C and D Bonds.

The portfolio of selected mortgage loans from which the Mortgage Loans will be taken in order for their receivables to be mostly assigned to the Fund upon being established comprises 12,869 mortgage loans, the outstanding principal as at September 17, 2007 being EUR 1,970,168,420.79 and the overdue principal being EUR 133,256.69.

#### **2.2.6 Loan to value ratio or level of collateralisation.**

The loan to value ratio or level of collateralisation ratio is given in section 2.2.2 j).

#### **2.2.7 Method of creation of the assets.**

Credit risk decisions are made at BANKINTER by means two approval systems:

- Automatic approval
- Manual approval

Broadly, and saving the peculiarities of certain processes, the risks process begins at the branch or centre upon the customer applying for a credit facility and the customer's signature being obtained.

Both where the approval is automatic and where it becomes manual, a proposal is drawn up by the branch through an electronic file. The proposal is the basic support with which to study and analyse a customer and sets in motion the electronic processing of transactions.

##### ***Automatic approval***

BANKINTER has a system for individuals which captures the necessary data for each transaction and controls the entire process of empowerment and passage of transactions that cannot be approved by the system to subsequent manual approval. It also feeds information to the control and alerts systems and ensures consistency between authorisation and booking of transactions, and has an approval rules control application that allows the same to be duly monitored.

At present, that system is used for processing almost all transactions for individuals.

That transaction approval and authorisation processing system includes since 2005 an objective rating system based on a statistical model in accordance with Basle II regulations.

The prime rating objectives are:

1. Laying down benchmarks for the risks
2. Making provisions in keeping with that rating
3. Proceeding to a proper capital allocation.

Rating is designed to allocate customers a score representing their credit quality. The rating model sorts each risk category into consistent groups arranged hierarchically by the rating.

The rating is used to approve having regard to the risks policy defined for each product and category; in particular for each transaction the rating will:

- authorise,
- refuse or
- leave the transaction in “manual” status in order for the empowered loan committees to make a decision.

The rating model provides a rating, 1 being the worst score and 9 being the best score. Transactions included within each rating have a similar default frequency and meet the same requirements of the prevailing model.

After assessing the default probabilities of each rating, each group is assigned an assessed DP (default probability).

The score, which is the result of weighting a number of objective and subjective variables:

- Allows the portfolio to be ordered and rated.
- Boosts the control and monitoring tools.
- Assists decision-making.

The selection of objective variables that are finally weighted for rating purposes originates in a great many factors and ratios relating to the financial status and development of the customers and/or the transaction.

Along with the rating, other elements subsist for decision-making. Such are capacity modules relating to the characteristics of the product and security (maturity, amount...), appraisal value -in the case of homes eligible for the official protection system BANKINTER's policy is that these loans or credits be granted based on the maximum legal value applicable to the home-, etc., the individual's economic and financial status, and the risks policy at BANKINTER.

In drawing up the statistical rating models, payment defaults have been used based on the standards set by the Bank of Spain.

Moreover, as required by Bank of Spain regulations, in accordance with the Basle II Accord, rating models calculate the default probability within the next 12 months, over a five-year period.

The calculations and functions implemented are regularly reviewed, taking to the historic file data from manually approved transactions refused by the automatic system, and analysing the results obtained in different simulations having regard to delinquency and profitability.

### **Manual approval**

Decisions at BANKINTER by manual approval are collegially made through loan committees. Moreover, those committees are empowered to approve transactions outside the automatic systems based on certain empowerment levels.

In order to go about this type approval BANKINTER has established two stages:

1. Risks file

Analysing and reporting on manual approval requires having for every customer the mandatory risks file containing all information concerning the customer and the transaction, which includes documents supporting the customer's activity, such as repayment capacity, credit standing, payment history and experience with the Bank and all other financial institutions, risks at the Bank of Spain's Risks Centre, and all such information as must be available, as directed by the different internal and external audits and the Bank of Spain.

2. Committee Approval

Once the branch completes the electronic file, the transaction at issue shall be cleared by the relevant Committee in accordance with the empowerment table, following approval by the lower level Committees.

Five decision levels may be singled out having regard to the powers with which each of the following committees are entrusted:

Branch Loan Committee

The Branch Manager acts as Committee Chair. The level of powers entrusted to this Committee varies according to the Manager's experience, the investment figure and delinquency, and the staff number.

Organisation Loan Committee

There are a certain number of Organisations established by geographic criteria. The powers allocated to each Organisation are conferred by the Risks Committee. Those powers vary depending on the characteristics of the Organisations.

Risks Management Loan Committee

This body has powers authorised by the Risks Committee. Their figure is independent of the type of security or term of the transaction.

Risks Committee

This Committee also has powers conferred by the Board of Directors, their figure being independent of the type of security or term of the transaction. Beyond that amount, the actual Board of Directors shall be the duly empowered body.

Board of Directors

This is the highest approval body.

In all cases, the decisions made must all be set down in minutes signed by all members of the relevant Committee.

In transactions controlled by the Authorisations system, in addition to the above, it is necessary to transmit an automated risk application file by means of purposely enabled transactions. Once the Authorisations system has obtained the relevant authorisation, the transaction can be concluded, and the file number covering the transaction must be reported.

## 2.2.8 Indication of representations and collaterals given to the issuer relating to the assets.

The Management Company reproduces below the representations and warranties BANKINTER shall, as holder of the Mortgage Loan receivables until assigned to the Fund and as issuer of the Mortgage Certificates, give and make in the Deed of Constitution of the Fund to the Management Company, on the Fund's behalf.

## **1. In relation to BANKINTER.**

- (1) That BANKINTER is a credit institution duly incorporated in accordance with the laws in force for the time being and entered in the Companies Register and in the Bank of Spain's Register of Credit Institutions, and is authorised to operate in the mortgage market.
- (2) That neither at today's date nor at any time since it was incorporated has BANKINTER had a creditors' meeting called or been insolvent, or formerly in a legal status of receivership or bankruptcy, nor in any circumstance generating a liability which might result in the credit institution authorisation being revoked.
- (3) That BANKINTER has obtained all necessary authorisations both from the administration and from its corporate bodies and third parties who may be affected by the assignment of the Mortgage Loan receivables to the Fund and the issue of the Mortgage Certificates, to validly execute the Deed of Constitution, for the undertakings made therein and to execute the agreements relating to the establishment of the Fund.
- (4) That BANKINTER has audited accounts for the years 2006, 2005 and 2004 with a favourable opinion and without any negative provisos from the auditors in any of those years and they have been filed with the CNMV and with the Companies Register.

## **2. In relation to the Mortgage Certificates and the Mortgage Loans.**

- (1) That the Mortgage Certificates are issued in the ordinary course of business of BANKINTER and at arm's length and in accordance with Act 2/1981, Royal Decree 685/1982, amended by Royal Decree 1289/1991, Act 19/1992 and other applicable laws, and satisfy all the requirements established therein and are susceptible of being included in a Mortgage Securitisation Fund.
- (2) That the Mortgage Certificates are issued for the same term remaining until maturity and for the same interest rate of each of the underlying Mortgage Loans.
- (3) That the Mortgage Loans exist and are valid and enforceable in accordance with the applicable laws, and all applicable laws have also been observed in granting the same.
- (4) That BANKINTER is the legal and beneficial owner of all the Mortgage Loans and of the relevant mortgages and there is no obstacle whatsoever for the Mortgage Certificates to be issued.
- (5) That the details and information of the mortgage loans selected for the Mortgage Certificates to be issued given in section 2 of the Building Block to the Prospectus, accurately reflect their status on the relevant date and are correct.
- (6) That the details of the Mortgage Certificates and the Mortgage Loans included in the schedules to the Deed of Constitution accurately reflect the current status of those Mortgage Loans and Mortgage Certificates and are full and accurate, and match the data files sent to the Management Company.
- (7) That the Mortgage Loan receivables underlying the Mortgage Certificates are part of the mortgage loans selected for the Mortgage Certificates to be issued, the characteristics of which are given in section 2 of the Building Block to the Prospectus.
- (8) That the information on the Mortgage Certificates and the Mortgage Loans given in the Prospectus is accurate and fairly reflects their real status.
- (9) That the Mortgage Loans are secured with a senior real estate mortgage on the legal and beneficial ownership of all and each and every one of the mortgaged properties. Moreover, the Mortgage Loans are not encumbered by restrictions on disposal, conditions subsequent, or any other restriction on ownership.
- (10) That the Mortgage Loans are all originated in a public deed, and the mortgages are all duly granted and entered in the relevant Land Registries. The registration of the mortgaged properties

is in force and has not been howsoever opposed and is subject to no limitation whatsoever taking precedence over the mortgage, in accordance with the applicable regulations.

- (11) That the Mortgage Loans all stand as a valid and binding payment obligation for the relevant Obligor and are enforceable on their own terms.
- (12) That the Mortgage Loans are all denominated and payable exclusively in euros, and the capital or principal has been fully drawn down.
- (13) That all the Mortgage Loan payment obligations are satisfied by directly debiting a bank account opened at BANKINTER.
- (14) That the Obligors are all individuals and are not employees, officers or directors of BANKINTER.
- (15) That the purpose of the Mortgage Loans is to finance the purchase, building or renovation of homes.
- (16) That the Mortgage Loans have been granted to individuals both directly and through subrogations of financing granted to developers for building homes.
- (17) That the mortgages are granted on real properties already built wholly legally and beneficially owned by the respective mortgagor and meeting the requirements established by article 27 of Royal Decree 685/1982, and BANKINTER is not aware of the existence of litigation over the ownership of those properties which might detract from the mortgages.
- (18) That the mortgaged properties underlying the Mortgage Loans are not ineligible as assets excluded for standing as security under article 31.1.d) of Royal Decree 685/1982, nor do the Mortgage Loans have any of the credit features excluded or restricted under article 32 of Royal Decree 685/1982.
- (19) That the mortgaged properties are all finished residential homes (and annexes, parking spaces or lumber rooms, if any) located in Spain and have been appraised by duly qualified institutions approved by BANKINTER, evidence of which appraisal has been provided in the form of an appropriate certificate. The appraisals made satisfy all the requirements established in the mortgage market laws.
- (20) That in the case of Mortgage Loans secured with officially protected homes, the appraisal value considered and reported for all calculation purposes was the maximum legal value under the official protection system.
- (21) That the outstanding principal balance of each Mortgage Loan does not exceed 80% of the appraisal value of the properties mortgaged as security for the relevant Mortgage Loan.
- (22) That BANKINTER is not aware of there having been any fall in the value of any of the properties mortgaged as security for the Mortgage Loans in excess of 20% of the appraisal value.
- (23) That the properties mortgaged as security for the Mortgage Loans all have at least a valid fire damage insurance, and the insured sum thereunder is not less than the appraisal value of the mortgaged property, excluding elements that are uninsurable by nature. In this connection, BANKINTER has taken out a supplementary and secondary global insurance policy guaranteeing damage insurance cover in the event of the damage insurance policy taken out by the Obligor not existing, falling short or being ineffective.
- (24) That BANKINTER is not aware of the premiums accrued heretofore by the insurance taken out referred to in paragraph (23) above not having been paid in full.
- (25) That the Mortgage Loans are not represented by such instruments as registered, negotiable or bearer securities, other than the Mortgage Certificates issued to be pooled in the Fund.

- (26) That none of the Mortgage Loans have any payments more than one (1) month overdue on the date of issue of the Mortgage Certificates.
- (27) That BANKINTER is not aware that any Mortgage Loan Obligor holds any credit right against BANKINTER whereby that Obligor might be entitled to a set-off which might adversely affect the rights conferred by the Mortgage Certificates.
- (28) That BANKINTER has strictly adhered to the policies for granting credit in force at the time in granting each and every one of the Mortgage Loans and in accepting, as the case may be, the subrogation of subsequent borrowers in the position of the initial borrower, and a summary description by BANKINTER of BANKINTER's policies for granting credits and loans with real estate security to individuals, currently in force, is given in section 2.2.7 of the Building Block to the Prospectus and is attached to the Deed of Constitution in that respect.
- (29) That the deeds for the mortgages granted on the properties to which the Mortgage Loans relate have all been duly filed in the records of BANKINTER suitable therefor, and are at the Management Company's disposal, for and on behalf of the Fund, and the Mortgage Loans are all clearly identified both in data files and by means of their deeds.
- (30) That the outstanding capital balance of each Mortgage Loan on the Bond Issue date is equivalent to the principal figure of the relevant Mortgage Certificate and that, in turn, the total capital of the Mortgage Certificates shall be at least equal to EUR one billion five hundred million (1,500,000,000.00).
- (31) That the final maturity date of the Mortgage Loans is at no event after July 16, 2047.
- (32) That, after being granted, the Mortgage Loans have been serviced and are still being serviced by BANKINTER in accordance with its set customary procedures.
- (33) That BANKINTER has no knowledge of the existence of any litigation whatsoever in relation to the Mortgage Loans which may detract from their validity or which may result in the application of Civil Code article 1535, or of the existence of circumstances which may result in the purchase agreement of the home mortgaged as security for the Mortgage Loans being ineffective.
- (34) That BANKINTER is not aware of any of the Obligors being able to make any objection whatsoever to paying any Mortgage Loan amount.
- (35) That, on the issue date, BANKINTER has received no notice of full prepayment of any Mortgage Loan.
- (36) That the Mortgage Loan payment frequency is monthly, quarterly or six-monthly.
- (37) That, on the Bond Issue date, no Mortgage Loan has any clauses establishing interest rate floors and ceilings limiting the floating interest rate amount applicable to the Mortgage Loan.
- (38) That, on the Bond Issue date, at least two instalments have fallen due on each Mortgage Loan.
- (39) That BANKINTER is not aware of the existence of any circumstance whatsoever which might prevent the mortgage security attached to the Mortgage Loans from being enforced.
- (40) That the Mortgage Loans are not earmarked for any issue whatsoever of mortgage bonds, mortgage certificates or pass-through certificates, other than the issue of the Mortgage Certificates, and after their issue the Mortgage Loans shall not be earmarked for any issue whatsoever of mortgage debentures, mortgage bonds, mortgage certificates or pass-through certificates other than the Mortgage Certificates.
- (41) That nobody has a preferred right over the Fund in and to the Mortgage Loans, as holder of the Mortgage Certificates.

## **2.2.9 Substitution of the securitised assets.**

### **Set rules for substituting the Mortgage Certificates or otherwise repayment to the Fund.**

1. In the event of early amortisation of Mortgage Certificates upon prepayment of the relevant Mortgage Loan capital, there will be no substitution of the affected Mortgage Certificates.
2. In the event that it should be observed throughout the life of the Mortgage Certificates that any of them or of the underlying Mortgage Loans fails to meet the representations contained in section 2.2.8 of this Building Block upon the Fund being established, BANKINTER agrees, subject to the Management Company's consent, to proceed forthwith to remedy and, if that is not possible, to a substitution or, as the case may be, repayment of the affected Mortgage Certificates not substituted, by early amortisation of the Mortgage Certificate in that situation, subject to the following rules:
  - a) The party becoming aware of the existence of a non-conforming Mortgage Certificate, whether BANKINTER or the Management Company, shall notify the other party of this circumstance. BANKINTER shall have fifteen (15) Business Days from said notice to proceed to remedy that circumstance if it may be remedied.
  - b) The substitution shall be made for the outstanding capital plus interest accrued and not paid and any amount owing to the Fund until that date on the relevant Mortgage Loan underlying the substituted Mortgage Certificate.

In order to proceed to the substitution, BANKINTER shall notify the Management Company of the characteristics of the mortgage loans proposed to be assigned under new Mortgage Certificates satisfying the representations made in section 2.2.8 of this Building Block and similarly characterised as to residual term, interest rate, outstanding principal value, and credit quality construed as the existing ratio of the outstanding mortgage loan principal to the appraisal value of the property mortgaged as security, in order for the financial balance of the Fund, and indeed the Bond rating given by the Rating Agencies, to be unaffected by the substitution. Once the Management Company has checked that the substitute mortgage loan is appropriate, because it may be included in the Fund, and the Management Company has expressly agreed to it, BANKINTER shall proceed to issue the new replacement Mortgage Certificate(s).

- c) Substitution shall be made in a public deed and be subject to the same formalities set for issuing the Mortgage Certificates upon the Fund being established and shall be notified to the CNMV and the Rating Agencies. The Management Company shall deliver a copy of the public deed to the CNMV, the institution in charge of the Bond accounting record, and the Rating Agencies.
  - d) In the event that any Mortgage Certificate should not be substituted by issuing new ones on the terms set in rule b) of this section, BANKINTER shall proceed to early amortisation of the affected Mortgage Certificate. That early amortisation shall take place by a repayment in cash to the Fund of the outstanding principal, interest accrued and not settled, and any other amount owing to the Fund until that date on the Mortgage Loan underlying the affected Mortgage Certificate.

Early amortisation of the assignment of the Mortgage Certificates shall be notified to the CNMV and to the Rating Agencies.
  - e) In the event of early amortisation of Mortgage Certificates by BANKINTER due to both substitution and repayment, BANKINTER shall be vested in all the rights attaching to those Mortgage Loans accruing from the amortisation date or accrued and not due, and overdue amounts on that same date.
3. In particular, the amendment by the Originator during the life of the Mortgage Loans of their terms without regard to the limits established in the special laws applicable and, in particular, to the terms agreed between the Fund, represented by the Management Company, and the Originator in this Prospectus, in the Deed of Constitution and in the Servicing Agreement, which would therefore be an absolutely exceptional amendment, would constitute a unilateral breach by the Originator of its duties which should not be borne by the Fund or by the Management Company.

Upon any such breach occurring, the Fund may, through the Management Company, (i) demand payment of the relevant damages and losses and (ii) request replacement or repayment of the affected Mortgage Certificates, in accordance with the procedure provided for in paragraph 2 above, which shall not result in the Originator guaranteeing that the transaction will be successfully completed, but only the requisite redress of the effects resulting from the breach of its duties, in accordance with article 1124 of the Civil Code.

The expenses originated by the actions to remedy the Originator's breach shall be borne by the latter and cannot be charged to the Fund or the Management Company. The Management Company shall notify the CNMV, as soon as possible, of each and every replacement or redemption of Mortgage Certificates resulting from a breach by the Originator.

**2.2.10 Relevant insurance policies relating to the assets.**

In accordance with the Originator's representation (23) given in section 2.2.8.2 of this Building Block, the properties mortgaged as security for the Mortgage Loans all have at least valid fire damage insurance and the insured sum thereunder is not less than the appraisal value of the mortgaged property, excluding elements that are uninsurable by nature. In this connection, the Originator has taken out a supplementary and secondary global insurance policy guaranteeing damage insurance cover in the event of the damage insurance policy taken out by the Obligor not existing, falling short or being ineffective.

The Originator shall thereupon perfect the assignment attached to the issue of the Mortgage Certificates of the rights the Originator has as the beneficiary of the damage insurance contracts made by the Obligors or any other insurance policy providing equivalent cover (in particular, the general insurance policy taken out by BANKINTER in the event of the damage insurance policy taken out by the Obligor not existing, falling short or being ineffective). As the holder of the Mortgage Certificates, the Fund shall be entitled to all the amounts the Originator would have received in connection with the above.

**2.2.11 Information relating to the obligors where the securitised assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the assets, or where an obligor accounts for a material portion of the assets.**

Not applicable.

**2.2.12 Details of the relationship, if it is material to the issue, between the issuer, guarantor and obligor.**

There are no relationships between the Fund, the Originator, the Management Company and other parties involved in the transaction other than as set forth in sections 5.2 and 6.7 of the Registration Document and in section 3.2 of this Building Block.

**2.2.13 Where the assets comprise fixed income securities, a description of the principal terms.**

Not applicable.

**2.2.14 Where the assets comprise equity securities, a description of the principal terms.**

Not applicable.

**2.2.15 If the assets comprise equity securities that are not traded on a regulated or equivalent market, where they represent more than ten (10) per cent of the securitised assets, a description of the principal terms.**

Not applicable.

**2.2.16 Valuation reports relating to the property and cash flow/income streams where a material portion of the assets are secured on real property.**

The appraisal values of the properties securing the selected mortgage loans correspond to appraisals made by appraisers for the purpose of granting and arranging the same. No details are included regarding concentration of appraisal firms because this aspect has not been considered significant.

**2.3 Actively managed assets backing the issue.**

Not applicable.

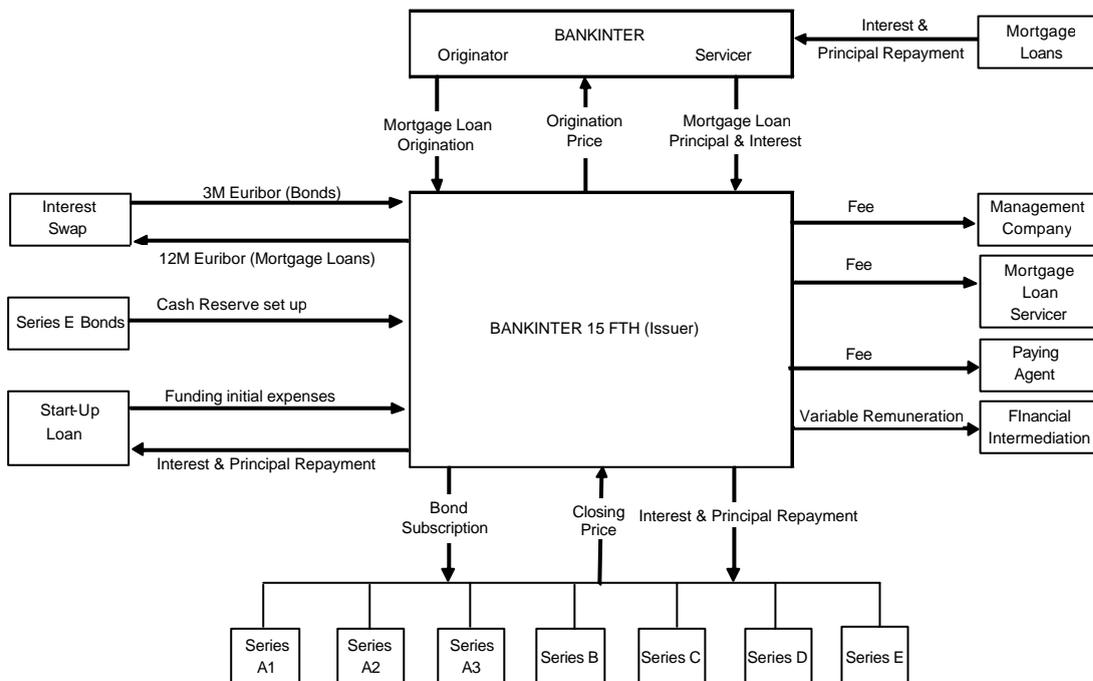
**2.4 Where the issuer proposes to issue further securities backed by the same assets, statement to that effect and description of how the holders of that class will be informed.**

Not applicable.

**3. STRUCTURE AND CASH FLOW**

**3.1 Description of the structure of the transaction, including if necessary, a diagram.**

Transaction structure diagram.



### **Initial balance sheet of the Fund.**

The balance sheet of the Fund on the Closing Date will be as follows :

<b>ASSETS</b>		<b>LIABILITIES</b>	
<b>Fixed Assets</b>	<b>1,501,400,000.00</b>	<b>Bond Issue</b>	<b>1,525,500,000.00</b>
Mortgage Certificates (adjustment excess to EUR 135,000.00)	1,500,135,000.00	Series A1 Bonds	255,000,000.00
		Series A2 Bonds	853,400,000.00
		Series A3 Bonds	345,000,000.00
		Series B Bonds	15,800,000.00
Set-up, issue and admission expenses*	1,265,000.00	Series C Bonds	15,800,000.00
		Series D Bonds	15,000,000.00
		Series E Bonds	25,500,000.00
<b>Current assets</b>	<b>to be determined</b>	<b>Other long-term liabilities</b>	<b>1,400,000.00</b>
Treasury Account*	25,500,000.00	Start-Up Loan	1,400,000.00
Amortisation Account	0.00		
Accrued interest receivable**	to be determined		
		<b>Short-term creditors</b>	<b>to be determined</b>
		Mortgage Loan interest accrued **	to be determined
<b>Total assets</b>	<b>1,526,900,000.00</b>	<b>Total liabilities</b>	<b>1,526,900,000.00</b>
<b>MEMORANDUM ACCOUNTS</b>			
Cash Reserve	25,500,000.00		
Interest Swap collections	to be determined		
Interest Swap payments	to be determined		

#### **(Amounts in EUR)**

\* Assuming that all Fund set-up and Bond issue and admission expenses are met on the Closing Date and that they amount to EUR 1,265,000.00 as detailed in section 6 of the Securities Note.

\*\* As set forth in section 3.3.3 of this Building Block.

### **3.2 Description of the entities participating in the issue and of the functions to be performed by them.**

- (i) EUROPEA DE TITULIZACIÓN is the Fund Management Company that will establish, manage and be the authorised representative of the Fund and was involved in structuring the financial terms of the Fund and the Bond Issue.
- (ii) BANKINTER is the Originator of the Mortgage Loan receivables to be assigned to the Fund upon being established by issuing the Mortgage Certificates and shall be the Lead Manager and the Underwriter and Placement Agent of the Bond Issue.

Out of the functions and activities that Lead Managers may discharge in accordance with article 35.1 of Royal Decree 1310/2005, BANKINTER has, together with the Management Company, structured the financial terms of the Fund and the Bond Issue and will do the following: (i) temporary and marketing actions and activities in connection with the offering for Bond Issue subscription, (ii) liaising with potential investors and (iii) all other actions and activities provided for in respect of the Lead Manager in the Securities Note.

Moreover, BANKINTER shall be the Fund's counterparty under the Guaranteed Interest Rate Account (Treasury Account), Guaranteed Interest Rate Account (Amortisation Account), Start-Up Loan, Interest Swap, Mortgage Loan Servicing and Mortgage Certificate Custody, Bond Paying Agent and Financial Intermediation Agreements.

- (iii) RAMÓN & CAJAL, as independent advisers, have provided legal advice for establishing the Fund and issuing the Bonds and reviewed the tax implications thereof.
- (iv) PRICEWATERHOUSECOOPERS have audited the most significant characteristics of the selected mortgage loans of BANKINTER.
- (v) Moody's and S&P are the Rating Agencies that have rated each Bond Series.

The description of the institutions referred to in the preceding paragraphs is contained in section 5.2 of the Registration Document.

The Management Company represents that the summary descriptions of those agreements, contained in the relevant sections, which it shall enter into, for and on the Fund's behalf, give the most substantial and relevant information on each of the agreements, and 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 any rights and/or obligations in the assets to the issuer.**

#### **3.3.1 Perfecting the assignment of the Mortgage Loans by issuing the Mortgage Certificates.**

The Deed of Constitution shall perfect the issue by BANKINTER of the Mortgage Certificates which shall be the instruments for assigning the Mortgage Loan receivables effective upon the very date on which the Fund is established, and their subscription by the Fund, represented by the Management Company.

The Mortgage Certificates will be issued in accordance with the provisions of Act 2/1981, Royal Decree 685/1982, Act 19/1992 and other applicable laws.

The Mortgage Certificates may be transferred by a written statement on the very certificate and, in general, by any of the means admitted by Law. Transfer of the Mortgage Certificate and the new holder's address shall be notified by the transferee to the issuer. They may only be acquired or held by institutional or professional investors, and may not be acquired by the unspecialised public.

BANKINTER, as the issuer, shall keep a special book in which it shall enter the Mortgage Certificates issued and the changes of address notified by Mortgage Certificate holders, moreover including therein (i) Mortgage Loan origination and maturity dates, Mortgage Loan amount and settlement method; and (ii) registration particulars of the mortgage securing the Mortgage Loan.

Given that the Fund is an institutional investor and that the Fund has subscribed for the Mortgage Certificates, for the purposes of paragraph two of article 64.1.6 of Royal Decree 685/1982, the issue of the Mortgage Certificates shall not be subject to a marginal note on each entry of the mortgage underlying each of the Mortgage Loans in the Land Registry.

The assignment by BANKINTER to the Fund of the Mortgage Loan receivables, effected by issuing and subscribing for the Mortgage Certificates, shall not be notified to the Obligors. However, in the event of insolvency, or indications thereof, of administration by the Bank of Spain, of liquidation of the Originator or of substitution of the Originator as Servicer, or because the Management Company deems it reasonably justified, the Management Company may demand the Servicer to notify Obligors, and guarantors, if any, of the transfer to the Fund of the outstanding Mortgage Loan receivables, and that the payments derived therefrom will only be effective as a discharge if made into the Treasury Account opened in the name of the Fund. However, both in the event of the Servicer failing to notify Obligors, and guarantors, if any, within five (5) Business Days of receiving the request and in the event of the Servicer becoming insolvent, the Management Company itself shall directly or, as the case may be, through a new Servicer it shall have designated, notify Obligors and third-party guarantors, if any.

#### **3.3.2 Mortgage Certificate issue and subscription terms.**

1. The Mortgage Loan receivables will be fully and unconditionally assigned, perfected by issuing the Mortgage Certificates, for the entire term remaining until maturity of each Mortgage Loan.
2. The Mortgage Certificates shall be represented by means of registered individual or multiple certificates as established in section 3.3.4 below.
3. BANKINTER shall be liable to the Fund for the existence and lawfulness of the Mortgage Loans, to the same extent determined in articles 348 of the Commercial Code and 1529 of the Civil Code, and for the personality with which the assignment is made, but shall not be liable for Obligors' creditworthiness.

Moreover, BANKINTER shall not bear the risk of default on the Mortgage Loans and shall therefore have no liability whatsoever for default by the Obligors of principal, interest or any other amount owing by the Obligors under the Mortgage Loans, and shall not be answerable either for the enforceability of the securities collateral thereto. It will moreover have no liability whatsoever to directly or indirectly guarantee that the transaction will be properly performed, nor give any guarantees or security, nor indeed agree to replace or repurchase the Mortgage Certificates, saving as provided for in section 2.2.9 of this Building Block.

4. The Mortgage Certificates will be issued in respect of 100 percent of the outstanding principal, interest not due and overdue interest and all and any other amounts, assets or rights attaching to each of the relevant Mortgage Loans, excluding the fees established in each of the Mortgage Loans, which shall remain for the benefit of BANKINTER.

Specifically, the Mortgage Certificates shall confer on the Fund as their holder the following rights in relation to each Mortgage Loan:

- a) To receive all Mortgage Loan capital or principal repayment amounts accrued.
- b) To receive all Mortgage Loan principal ordinary interest amounts accrued.
- c) To receive all Mortgage Loan late-payment interest amounts accrued.
- d) To receive any other amounts, assets or rights received as payment of Mortgage Loan principal, interest or expenses, either in the form of knock-down price or amount determined by a court decision or notarial procedure in enforcing the mortgage securities, on the sale or utilisation of properties or assets awarded or, upon foreclosing, in the administration or interim possession of the properties in foreclosure proceedings.
- e) To receive all possible rights or compensations accruing for BANKINTER, including not only those derived from the insurance contracts attached to the Mortgage Loans which are also assigned to the Fund, but also those derived from any right collateral to the Mortgage Loan, excluding fees established for each Mortgage Loan, which shall remain to the benefit of BANKINTER.

The above-mentioned rights will all accrue for the Fund from the date of subscription for the Mortgage Certificates. Interest shall moreover include interest accrued and not due since the last interest settlement date on each of the Mortgage Loans, on or before the date of issue of the Mortgage Certificates, and interest due and not paid on that same date.

5. Until the execution of the Deed of Constitution, BANKINTER shall be the beneficiary of the damage insurance contracts taken out by the Obligors in relation to the properties mortgaged as security for the Mortgage Loans, up to the insured amount, and each of the Mortgage Loan deeds shall, in the event of default on the relevant premium by the Obligor (holder) of the insurance, authorise BANKINTER, the mortgagee, to pay the premium amount for the Obligor.

BANKINTER shall thereupon perfect the assignment attached to the issue of the Mortgage Certificates of the rights BANKINTER has as the beneficiary of those damage insurance contracts taken out by the Obligors or any other insurance policy providing equivalent cover (in particular, the general insurance policy taken out by BANKINTER in the event of the damage insurance policy taken out by the Obligor not existing, falling short or being ineffective). As the holder of the Mortgage Certificates, the Fund shall be entitled to all the amounts BANKINTER would have received in this connection.

6. In the event of prepayment of the Mortgage Loans upon a full or partial repayment of the principal, there will be no direct substitution of the affected Mortgage Certificates.
7. The Fund's rights resulting from the Mortgage Certificates shall be linked to the payments made by the Obligors and are therefore directly affected by the evolution, late payments, prepayments or any other incident in connection with the Mortgage Loans.
8. The Fund shall defray any and all expenses or costs resulting for the Originator derived from recovery actions in the event of a breach by the Mortgage Loan Obligors of their obligations, including enforcement proceedings against the same.

9. In the event of renegotiation consented to by the Management Company, for and on behalf of the Fund, of the Mortgage Loans, or their due dates, the change in the terms shall affect the Fund.

### **3.3.3 Mortgage Certificate issue price.**

The issue price of the Mortgage Certificates shall be at par. The aggregate price payable by the Fund for subscribing for the Mortgage Certificates shall be an amount equivalent to the sum of (i) the face value of the capital or principal outstanding on each Mortgage Loan, and (ii) ordinary interest accrued and not due and overdue interest, if any, on each Mortgage Loan on the issue date of the Mortgage Certificates (the “**accrued interest**”).

The Management Company shall pay the total Mortgage Certificate subscription payment amount on behalf of the Fund as follows:

- (i) The part consisting of the face value of the capital of all Mortgage Loans, item (i) of paragraph one of this section, shall be paid by the Fund on the Closing Date, for same day value, upon the subscription for the Bond Issue being paid. The Originator shall receive no interest on the deferment of payment between from the date of establishment of the Fund and the Closing Date.
- (ii) The part consisting of payment of interest accrued on each Mortgage Loan, item (ii) of paragraph one of this section, shall be paid by the Fund on the earlier of the first interest settlement date of each one or the date on which it is paid by the Obligor, after the issue date of the Mortgage Certificates, and will not be subject to the Fund Priority of Payments.

If the establishment of the Fund and consequently the issue of and subscription for the Mortgage Certificates should terminate in accordance with the provisions of section 4.4.4.(v) of the Registration Document, (i) the Fund’s obligation to pay for the Mortgage Certificates shall terminate, and (ii) the Management Company shall be obliged to restore to BANKINTER any rights whatsoever accrued for the Fund upon the Mortgage Certificates being subscribed for.

### **3.3.4 Mortgage Certificate representation and custody.**

The Mortgage Certificates which shall be issued to be pooled in the Fund upon being established shall be represented by means of a registered multiple certificate which shall contain the minimum data provided for pass-through certificates in article 64 of Royal Decree 685/1982, along with the registered particulars of the properties mortgaged as security for the Mortgage Loans.

Both in the event that any Mortgage Certificate should be substituted, as prescribed in section 2.2.9 of this Building Block, and in the event that the Management Company, acting for and on behalf of the Fund, should proceed to foreclose a Mortgage Loan, as prescribed in section 3.7.2.1.8 of this Building Block, and moreover if there should be an Early Liquidation of the Fund, in the events and on the terms of section 4.4.3 of the Registration Document, and said Mortgage Certificates have to be sold, BANKINTER agrees to split, as the case may be, any multiple certificate into such individual or multiple certificates as may be necessary, or to substitute or exchange the same for the above purposes.

The multiple certificate representing the Mortgage Certificates and the individual or multiple certificates, if any, into which it is split shall be kept by BANKINTER and relations between the Fund and BANKINTER shall be governed by the Servicing Agreement to be entered into by BANKINTER and the Management Company for and on behalf of the Fund. That custody shall be established for the benefit of the Fund and BANKINTER shall therefore be custodian for the certificates representing the Mortgage Certificates deposited, as directed by the Management Company.

### **3.4 Explanation of the flow of funds.**

#### **3.4.1 How the cash flow from the assets will meet the issuer's obligations to holders of the securities.**

The amounts received by the Fund derived from the securitised assets will be paid by the Servicer into the Fund's Treasury Account on the seventh business day, for same day value, after the date on which they are received by the Servicer. Therefore, the Fund shall be receiving almost daily income into the Treasury Account on the amounts received from the assets.

The weighted average interest rate of the mortgage loans selected as of September 17, 2007, as detailed in section 2.2.2.c) of this Building Block, is 4.66%, which is below the 5.06% weighted average nominal interest rate of the Bonds that has been presumed for hypothetical purposes in the table contained in section 4.10 of the Securities Note. This state of affairs shall gradually be corrected as the Mortgage Loans (yearly and six-monthly reset periods) reset their respective interest rates and include Euribor rate rises in recent months. Nevertheless, the Interest Swap partly mitigates the interest rate risk occurring in the Fund because the Mortgage Loans are floating interest mortgage loans with different benchmark indices and different reset and settlement periods to the floating interest established for the Bonds based on 3-month Euribor and with quarterly accrual and settlement periods, and the risk deriving from potential Mortgage Loan interest rate renegotiations which may even result in their novation to a fixed rate.

Quarterly on each Payment Date Bondholders will be paid interest accrued and principal repayment on the Bonds in each Series on the terms set for each of them and in the Priority of Payments given in section 3.4.6.2 of this Building Block.

#### **3.4.2 Information on any credit enhancement.**

##### **3.4.2.1 Description of the credit enhancement.**

The following credit enhancement transactions are incorporated to the financial structure of the Fund:

- (i) Cash Reserve initially set up upon the Series E Bonds being paid.  
Mitigates the Mortgage Loan delinquency and default credit risk.
- (ii) Interest Swap:  
Partly mitigates the interest rate risk occurring in the Fund because the Mortgage Loans have floating interest rates with different benchmark indices and different reset and settlement periods to the floating interest established for the Bonds based on 3-month Euribor and with quarterly accrual and settlement periods, and the risk deriving from potential Mortgage Loan interest rate renegotiations which may even result in their novation to a fixed rate.
- (iii) Treasury Account.  
Partially mitigates the loss of return on the liquidity of the Fund due to the timing difference between income received daily on the Mortgage Loans and until interest payment and principal repayment on the Bonds occurs on the next succeeding Payment Date.
- (iv) Amortisation Account:  
Partially mitigates the loss of return on the amounts of the Available Funds for Amortisation of Series A1, A2, A3, B, C and D, if any, not applied to actually amortising the Bonds from the first Payment Date (January 21, 2008, because January 20, 2008 is not a Business Day) until the Payment Date falling on April 20, 2009, exclusive, because Series A1 Bonds have been fully amortised before the latter date.
- (v) Subordination and deferment in interest payment and principal repayment between the Bonds in the different Series, derived from their place in the application of the Available Funds as well as the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D in the Priority of Payments, or in the application of the Liquidation Available Funds in the Liquidation Priority of Payments, are a means for distinctly hedging the different Series.

### 3.4.2.2 Cash Reserve.

The Management Company shall set up on the Closing Date an Initial Cash Reserve upon subscription for the Series E Bonds being paid up and shall subsequently, on each Payment Date, keep it provisioned at the Required Cash Reserve amount in the Fund Priority of Payments.

The characteristics of the Cash Reserve shall be as follows:

#### Cash Reserve amount.

1. The Cash Reserve shall be set up on the Closing Date at an initial amount of EUR twenty-five million five hundred thousand (25,500,000.00) (the “**Initial Cash Reserve**”).
2. Subsequently to being set up, on each Payment Date, the Cash Reserve shall be provisioned up to the Required Cash Reserve amount established hereinafter out of the Available Funds in the Priority of Payments of the Fund.

The required Cash Reserve amount on each Payment Date (the “**Required Cash Reserve**”) shall be the lower of the following amounts:

- (iii) EUR twenty-five million five hundred thousand (25,500,000.00).
- (iv) The higher of:
  - b) 3.40% of the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D.
  - b) EUR twelve million seven hundred and fifty thousand (12,750,000.00).
3. Notwithstanding the above, the Required Cash Reserve shall not be reduced on the relevant Payment Date and shall remain at the Required Cash Reserve amount on the preceding Payment Date whenever any of the following circumstances concur on the Payment Date:
  - i) That on the Determination Date preceding the relevant Payment Date the amount of the Outstanding Balance of Delinquent Mortgage Loans is equal to or greater than 1.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans .
  - ii) That on the Payment Date preceding the relevant Payment Date the Cash Reserve was not provisioned up to the Required Cash Reserve amount on that Payment Date.
  - iii) That the average margin added to the relevant benchmark index for determining the nominal interest rate of the Mortgage Loans , weighted by their outstanding principal, is equal to or less than 0.38%.
  - iv) That three (3) years have not elapsed since the date of establishment of the Fund.

#### Yield.

The Cash Reserve amount shall remain credited to the Treasury Account, and will be remunerated on the terms of the Guaranteed Interest Rate Account (Treasury Account) Agreement.

#### Application.

The Cash Reserve shall be applied on each Payment Date to satisfying Fund payment obligations in the Priority of Payments and in the Liquidation Priority of Payments.

### 3.4.3 Details of any subordinated debt finance.

#### 3.4.3.1 Start-Up Loan.

The Management Company shall, for and on behalf of the Fund, enter with BANKINTER into a commercial loan agreement amounting to EUR one million four hundred thousand (1,400,000.00) (the “**Start-Up Loan Agreement**”). The Start-Up Loan amount shall be delivered on the Closing Date and be allocated to financing the expenses of setting up the Fund and issue and admission of the Bonds and partly financing subscription for the Mortgage Certificates at the difference between the total face capital of the subscription and the total face amount of the Series A1, A2, A3, B, C and D Bonds.

The Start-Up Loan will accrue annual nominal interest, determined quarterly for each interest accrual period (which shall exactly match each Interest Accrual Period of the Bonds), which shall be the result of adding: (i) the Reference Rate determined for each Interest Accrual Period of the Bonds, and (ii) a 2.00% margin. Interest shall be settled and be payable upon expiration of each interest accrual period on each payment or settlement date, falling on the Bond Issue Payment Dates (on January 20, April 20, July 20 and October 20 or on the following Business Day if any of those is not a Business Day), and shall be calculated based on: (i) the exact number of days in each interest accrual period and (ii) a three-hundred-and-sixty- (360-) day year. The first interest settlement date shall be January 21, 2008, because January 20, 2008 is not a Business Day, and interest shall accrue until said day, exclusive, and be paid on the same date. Interest will be payable on the relevant Payment Date provided that the Fund has sufficient liquidity in the Fund Priority of Payments or in the Liquidation Priority of Payments, as the case may be.

Interest accrued and not paid on a Payment Date will not be accumulated to the Start-Up Loan principal interest and will not accrue late-payment interest.

Start-Up Loan principal will be repaid quarterly on each Payment Date as follows:

- (i) The portion of Start-Up Loan principal actually used to finance the Fund set-up and Bond issue and admission expenses shall be repaid in twenty (20) consecutive quarterly instalments in an equal amount, on each Payment Date, the first of which shall be the first Payment Date, January 21, 2008, because January 20, 2008 is not a Business Day, and the following until the Payment Date falling on October 20, 2012, inclusive.
- (ii) The portion of Start-Up Loan principal used to partly finance subscription for the Mortgage Certificates and the portion not used, if any, shall be repaid on the first Payment Date, January 21, 2008, because January 20, 2008 is not a Business Day.

All Start-Up Loan amounts due and not paid because of a shortfall of Available Funds shall be paid on the following Payment Dates on which the Available Funds allow payment in the Priority of Payments. Payment of amounts not paid on preceding Payment Dates shall take precedence over amounts falling due under the Start-Up Loan on that Payment Date, in the Priority of Payments or Liquidation Priority of Payments, as the case may be.

The Start-Up Loan Agreement shall not be terminated upon the establishment of the Fund being terminated in the event that the Rating Agencies should fail to confirm any of the provisional ratings assigned as final by the start of the Subscription Period or in the event of termination of the Bond Issue Management, Underwriting and Placement Agreement. In that event, the Start-Up Loan shall be used to pay the expenses of setting up the Fund and issue and admission of the Bonds and all other obligations undertaken by the Management Company, for and on behalf of the Fund, originated upon the Fund being established and which are due and payable, and principal repayment shall be deferred and subordinated to satisfaction of those obligations.

#### **3.4.3.2 Subordination of Series B, C, D and E Bonds.**

Series B Bond interest payment and principal repayment is deferred with respect to Class A (Series A1, A2 and A3) Bonds, as provided in the Priority of Payments and in the Liquidation Priority of Payments.

Series C Bond interest payment and principal repayment is deferred with respect to Class A (Series A1, A2 and A3) and Series B Bonds, as provided in the Priority of Payments and in the Liquidation Priority of Payments.

Series D Bond interest payment and principal repayment is deferred with respect to Class A (Series A1, A2 and A3), Series B and Series C Bonds, as provided in the Priority of Payments and in the Liquidation Priority of Payments.

Series E Bond interest payment and principal repayment is deferred with respect to Class A (Series A1, A2 and A3), Series B, Series C and Series D Bonds, as provided in the Priority of Payments and in the Liquidation Priority of Payments.

Sections 4.6.1 and 4.6.2 of the Securities Note detail the order numbers of Bond interest payment and principal repayment in each Series in the priority of payments of the Fund.

### 3.4.4 Investment parameters for the investment of temporary liquidity surpluses and parties responsible for such investment.

#### 3.4.4.1 Treasury Account.

The Management Company, for and on behalf of the Fund, and BANKINTER shall enter into a Guaranteed Interest Rate Account (Treasury Account) Agreement whereby BANKINTER will guarantee a variable yield on the amounts paid by the Fund through its Management Company into a financial account. The Guaranteed Interest Rate Account (Treasury Account) Agreement shall specifically determine that all amounts received by the Fund will be paid into a financial account in euros (the "**Treasury Account**") opened at BANKINTER, in the name of the Fund by the Management Company, which amounts shall mostly consist of the following items:

- (i) cash amount received upon subscription for the Bond Issue being paid up;
- (ii) Mortgage Loan principal repaid and interest collected;
- (iii) the Cash Reserve amount;
- (iv) any other Mortgage Loan amounts received owing to the Fund;
- (v) Start-Up Loan principal drawn down;
- (vi) Interest Swap amounts paid to the Fund;
- (vii) the amounts of the returns obtained on the Treasury Account and the Amortisation Account balances ;  
and
- (viii) the amounts of interim withholdings on the return on investments to be effected on each relevant Payment Date on the Bond interest paid by the Fund, until due for payment to the Tax Administration.

BANKINTER shall pay an annual nominal interest rate, variable quarterly and settled quarterly, other than for the first interest accrual period, the duration of and the interest settlement for which shall be based on the duration of that period, applicable for each interest accrual period (differing from the Interest Accrual Period established for the Bonds) to the positive daily balances if any on the Treasury Account, equal to the Reference Rate determined for each Interest Accrual Period substantially matching each Treasury Account interest accrual period, translated to an interest rate based on calendar years (i.e. multiplied by 365, or 366 in leap years, and divided by 360). Interest shall be settled on the date of expiration of each interest accrual period on each of the Fund Determination Dates (the fourth (4<sup>th</sup>) Business Day preceding each Payment Date), and shall be calculated based on: (i) the exact number of days in each interest accrual period, and (ii) a three-hundred-and-sixty-five (365-) day year or a three-hundred-and-sixty-six (366-) day year if it is a leap year. The first interest accrual period shall comprise the days elapsed between the date of establishment of the Fund and the first Determination Date, January 15, 2008.

In the event that the rating of the short-term unsecured and unsubordinated debt obligations of BANKINTER or the institution in which the Treasury Account is opened (the "**Treasury Account Provider**") should, at any time during the life of the Bonds, be downgraded below P-1 or A-1 respectively by Moody's and S&P (in accordance with S&P's updated counterparty criteria dated May 8, 2007 -*Revised Framework For Applying Counterparty Supporting Party Criteria*-), the Management Company shall, within not more than thirty (30) days, for Moody's, or sixty (60) days, for S&P, from the time of the occurrence of any such circumstances, after notifying the Rating Agencies, do any of the following to allow a suitable level of guarantee to be maintained with respect to the commitments derived from this Agreement in order for the rating given to the Bonds by the Rating Agencies not to be adversely affected:

- a) Obtaining from an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and A-1 respectively by Moody's and S&P, a first demand guarantee, based on S&P's criteria, securing for the Fund, merely upon the Management Company so requesting, prompt payment by the Treasury Account Provider of its obligation to repay the amounts credited to the

Treasury Account, for such time as the Treasury Account Provider remains downgraded below P-1 or A-1.

- b) Transferring the Fund's Treasury Account to an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and A-1 respectively by Moody's and S&P, arranging the highest possible yield for its balances, which may differ from that arranged with the Treasury Account Provider under this Agreement.
- c) If options a) and b) above are not possible, obtaining from BANKINTER or a third party collateral security in favour of the Fund on financial assets with a credit quality of not less than that of Spanish State Government Debt (*Deuda Pública del Estado Español*) on the Closing Date and similar liquidity, in an amount sufficient to guarantee the commitments established in this Agreement.
- d) Moreover, if any of the above options should not be possible on the above terms, the Management Company may invest the balances for periods not extending beyond the following Payment Date, in short-term fixed-income assets in euros issued by institutions with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and A-1 (for periods of less than 60 days, the investment being cancelled if that rating should be downgraded below A-1 within 60 days after such downgrade), or A1+ (for longer periods) respectively by Moody's and S&P, including short-term securities issued by the Spanish State, in which case the yield obtained could also differ from that obtained initially with the Treasury Account Provider under this Agreement.
- e) If the events provided for in paragraphs b) or d) above occur, the Management shall subsequently transfer the balances back to the Treasury Account Provider under the Guaranteed Interest Rate Account (Treasury Account) Agreement in the event that the rating of the Treasury Account Provider's short-term unsecured and unsubordinated debt obligations should be upgraded back to P-1 and A-1 respectively by Moody's and S&P.

All costs, expenses and taxes incurred in connection with putting in place and arranging the above shall be borne by the substituted Treasury Account Provider.

The Treasury Account Provider shall agree, forthwith upon its credit rating being downgraded, to use commercially reasonable efforts in order that the Management Company may adopt any of (a), (b) and (c) above.

#### 3.4.4.2 Amortisation Account.

The Management Company, for and on behalf of the Fund, and BANKINTER shall enter into a Guaranteed Interest Rate Account (Amortisation Account) Agreement whereby BANKINTER will guarantee a variable yield on the amounts paid by the Fund through its Management Company into a financial account. The Guaranteed Interest Rate Account (Amortisation Account) Agreement shall specifically determine that the amounts of the Available Funds for Amortisation of Series A1, A2, A3, B, C and D not applied to amortising the Bonds from the first Payment Date (January 21, 2008, because January 20, 2008 is not a Business Day) until the Payment Date falling on April 20, 2009, exclusive, because Series A1 Bonds have been fully amortised before the latter date, will be paid into a financial account in euros (the **Amortisation Account**) opened at BANKINTER in the name of the Fund by the Management Company.

BANKINTER shall pay an annual nominal interest rate, variable quarterly and settled quarterly, other than for the first interest accrual period, the duration of and the interest settlement for which shall be based on the duration of that period, applicable for each interest accrual period (equivalent to the Interest Accrual Period established for the Bonds) to the positive daily balances if any on the Amortisation Account, equal to the sum of (i) the Reference Rate determined for each Interest Accrual Period and (ii) the average margin applicable for determining the Nominal Interest Rate of Series A1, A2, A3, B, C and D of the Bond Issue weighted by the Outstanding Principal Balance of each of those Series at the beginning of the then-current Interest Accrual Period, all of which shall be translated to an interest rate based on calendar years (i.e. multiplied by 365, or 366 in leap years, and divided by 360). Interest shall be settled on the date of expiration of each Interest Accrual Period on each Payment Date, and shall be calculated based on: (i) the exact number of days in each Interest Accrual Period, and (ii) a three-hundred-and-sixty-five (365-) day year or a three-hundred-and-sixty-six (366-) day year if it is a leap year. The first interest settlement date

shall be January 21, 2008, because January 20, 2008 is not a Business Day, the first Payment Date. Interest shall be credited to the Treasury Account.

In the event that the rating of the short-term unsecured and unsubordinated debt obligations of BANKINTER or the institution in which the Amortisation Account is opened (the "**Amortisation Account Provider**") should, at any time during the life of the Bonds, be downgraded below P-1 or A-1 respectively by Moody's and S&P (in accordance with S&P's updated counterparty criteria of May 8, 2007 -*Revised Framework For Applying Counterparty Supporting Party Criteria*-), the Management Company shall, within not more than thirty (30) days, for Moody's, or sixty (60) days, for S&P, from the time of the occurrence of any such circumstances, after notifying the Rating Agencies, do any of the following to allow a suitable level of guarantee to be maintained with respect to the commitments derived from this Agreement in order for the rating given to the Bonds by the Rating Agencies not to be adversely affected:

- a) Obtaining from an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and A-1 respectively by Moody's and S&P, a first demand guarantee, based on S&P's criteria, securing for the Fund, merely upon the Management Company so requesting, prompt payment by the Amortisation Account Provider of its obligation to repay the amounts credited to the Amortisation Account, for such time as the Amortisation Account Provider remains downgraded below P-1 or A-1.
- b) Transferring the Fund's Amortisation Account to an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and A-1 respectively by Moody's and S&P, arranging the highest possible yield for its balances, which may differ from that arranged with the Amortisation Account Provider under this Agreement.
- c) If options a) and b) above are not possible, obtaining from BANKINTER or a third party collateral security in favour of the Fund on financial assets with a credit quality of not less than that of Spanish State Government Debt (*Deuda Pública del Estado Español*) on the Closing Date and similar liquidity, in an amount sufficient to guarantee the commitments established in this Agreement.
- d) Moreover, if any of the above options should not be possible on the above terms, the Management Company may invest the balances for periods not extending beyond the following Payment Date, in short-term fixed-income assets in euros issued by institutions with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and A-1 (for periods of less than 60 days, the investment being cancelled if that rating should be downgraded below A-1 within 60 days after such downgrade), or A1+ (for longer periods) respectively by Moody's and S&P, including short-term securities issued by the Spanish State, in which case the yield obtained could also differ from that obtained initially with the Amortisation Account Provider under this Agreement.
- e) If the events provided for in paragraphs b) or d) above occur, the Management shall subsequently transfer the balances back to the Amortisation Account Provider under the Guaranteed Interest Rate Account (Amortisation Account) Agreement in the event that the rating of the Amortisation Account Provider's short-term unsecured and unsubordinated debt obligations should be upgraded back to P-1 and A-1 respectively by Moody's and S&P.

All costs, expenses and taxes incurred in connection with putting in place and arranging the above shall be borne by the substituted Amortisation Account Provider.

The Amortisation Account Provider shall agree, forthwith upon its credit rating being downgraded, to use commercially reasonable efforts in order that the Management Company may adopt any of (a), (b) and (c) above.

The Guaranteed Interest Rate Account (Amortisation Account) Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each Series as final ratings by the start of the Subscription Period or in the event of termination of the Bond Issue Management, Underwriting and Placement Agreement.

Moreover, the Amortisation Account shall be closed from the Payment Date falling on April 20, 2009, once it is settled by the Management Company.

### **3.4.5 Collection by the Fund of payments in respect of the assets.**

The Servicer shall manage collection of all amounts payable by the Obligors under the Mortgage Loans, and any other item including under the mortgaged property damage insurance contracts securing the Mortgage Loans. The Servicer shall use every effort in order for payments to be made by the Obligors to be collected in accordance with the contractual terms and conditions of the Mortgage Loans.

The Mortgage Loan amounts received by the Servicer shall be paid by the Servicer in full into the Fund's Treasury Account on the seventh business day, for same day value, after the day on which they were received by the Servicer. In this connection, Saturdays, Sundays and public holidays in the city of Madrid shall not be considered business days.

Nevertheless, in the event that the rating of the Servicer's short-term unsecured and unsubordinated debt obligations should be downgraded below P-1 or A-2 respectively by Moody's and S&P, the Management Company shall, in a written notice to the Servicer, issue instructions for those amounts to be previously paid into the Treasury Account which may indeed be on the same day on which they were received by the Servicer. In the event that the rating of the Servicer's long-term unsecured and unsubordinated debt obligations should be downgraded below Baa3 by Moody's, the Mortgage Loan amounts received by the Servicer shall be paid to the Fund crediting the Treasury Account on the first day after the date on which they were received by the Servicer or the following business day, if that is not a business day, for same day value.

The Management Company shall issue the same instructions in the event that the Servicer's short-term unsecured and unsubordinated debt obligations should not be rated by Moody's or S&P.

The Servicer may at no event pay any amount whatsoever to the Fund not previously received from the Obligors as payment for the Mortgage Loans.

### **3.4.6 Order of priority of payments made by the issuer.**

#### **3.4.6.1 Source and application of funds on the Bond Closing Date and until the first Payment Date, exclusive.**

The source and application of the amounts available for the Fund on the Bond Issue Closing Date shall be as follows:

**1. Source:** the Fund shall have the following funds:

- a) Bond subscription payment.
- b) Drawdown of Start-Up Loan principal.

**2. Application:** in turn, the Fund will apply the funds described above to the following payments:

- a) Payment of the price for subscribing for the Mortgage Certificates.
- b) Payment of the Fund set-up and Bond issue and admission expenses.
- c) Setting up the Initial Cash Reserve.

#### **3.4.6.2 Source and application of funds from the first Payment Date, inclusive, until the last Payment Date or liquidation of the Fund, exclusive. Priority of Payments.**

On each Payment Date, other than the Final Maturity Date or upon Early Liquidation of the Fund, the Management Company shall proceed successively to apply the Available Funds and the Available Funds for Amortisation of Series A1, A2, A3, B, C and D in accordance with the order of priority of payments given hereinafter for each of them (the "**Priority of Payments**").

### **3.4.6.2.1 Available Funds: source and application.**

#### **1. Source.**

The available funds on each Payment Date (the “**Available Funds**”) to meet the payment or withholding obligations listed in section 2 below shall be the following amounts credited to the Treasury Account:

- a) Mortgage Loan principal repayment income received during the Determination Period preceding the relevant Payment Date.
- b) Mortgage Loan ordinary and late-payment interest income received during the Determination Period preceding the relevant Payment Date.
- c) The return received on amounts credited to the Treasury Account and the Amortisation Account.
- d) The Cash Reserve amount as of the Determination Date preceding the relevant Payment Date.
- e) Net amounts, if any, received by the Fund under the Interest Swap Agreement and settlement payment amounts received by the Fund in the event of termination of that Agreement.
- f) Any other amounts received by the Fund during the Determination Period preceding the relevant Payment Date, including those resulting from the sale or utilisation of properties or assets awarded to the Fund.
- g) The remainder not used upon the Start-Up Loan principal being drawn down.

Income under a), b) and f) above received by the Fund and credited to the Treasury Account from the Determination Date, exclusive, preceding the relevant Payment Date, inclusive, shall not be included in the Available Funds on the relevant Payment Date, and that amount shall remain credited to the Treasury Account, to be included in the Available Funds on the following Payment Date.

#### **2. Application.**

The Available Funds shall be applied on each Payment Date to meeting payment or withholding obligations falling due on each Payment Date in the following priority of payments, irrespective of the time of accrual, other than the application established in the 1<sup>st</sup> place, which may be made at any time as and when due:

1. Payment of the Fund's properly supported taxes and ordinary<sup>(1)</sup> and extraordinary<sup>(2)</sup> expenses, whether or not they were disbursed by the Management Company, including the management fee due to the latter, and all other expenses and service fees, including those derived from the Paying Agent Agreement. Only expenses prepaid or disbursed on the Fund's behalf by and Mortgage Loan amounts reimbursable to the Servicer, provided they are all properly supported, and the servicing fee in the event that BANKINTER should be substituted as Servicer, shall be made to the Servicer under the Servicing Agreement in this priority.
2. Payment of the net amounts, if any, payable by the Fund under the Interest Swap Agreement and, only in the event of termination of that Agreement following a breach by the Fund or because the latter is the party affected by objective circumstances subsequently occurring, payment of the settlement payment amounts payable by the Fund.
3. Payment of interest due on the Series A1, A2 and A3 Bonds.
4. Payment of interest due on the Series B Bonds unless this payment is deferred to 8<sup>th</sup> place in the priority of payments.

This payment shall be deferred to 8<sup>th</sup> place if on the Determination Date preceding the relevant Payment Date the cumulative Outstanding Balance of Doubtful Mortgage Loans since the Fund was established exceeds 7.65% of the Outstanding Balance of the Mortgage Loans upon the Fund being established and provided that the Class A (Series A1, A2 and A3) Bonds have not been or are not to be fully amortised on the relevant Payment Date.

5. Payment of interest due on the Series C Bonds unless this payment is deferred to 9<sup>th</sup> place in the priority of payments.

This payment shall be deferred to 9<sup>th</sup> place if on the Determination Date preceding the relevant Payment Date the cumulative Outstanding Balance of Doubtful Mortgage Loans since the Fund was established exceeds 5.50% of the Outstanding Balance of the Mortgage Loans upon the Fund being established and provided that the Class A (Series A1, A2 and A3) and the Series B Bonds have not been or are not to be fully amortised on the relevant Payment Date.

6. Payment of interest due on the Series D Bonds unless this payment is deferred to 10<sup>th</sup> place in the priority of payments.

This payment shall be deferred to 10<sup>th</sup> place if on the Determination Date preceding the relevant Payment Date the cumulative Outstanding Balance of Doubtful Mortgage Loans since the Fund was established exceeds 4.50% of the Outstanding Balance of the Mortgage Loans upon the Fund being established and provided that the Class A (Series A1, A2 and A3), the Series B and the Series C Bonds have not been or are not to be fully amortised on the relevant Payment Date.

7. Series A1, A2, A3, B, C and D Bond principal amortisation withholding ("**Series A1, A2, A3, B, C and D Amortisation Withholding**") in an amount equivalent to the positive difference existing on the Determination Date preceding the relevant Payment Date between (i) the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D minus the Amortisation Account balance, and (ii) the Outstanding Balance of Non-Doubtful Mortgage Loans.

Depending on the liquidity existing on each Payment Date, the amount actually applied to Series A1, A2, A3, B, C and D Amortisation Withholding shall be added to the Available Funds for Amortisation of Series A1, A2, A3, B, C and D which shall be applied in accordance with the rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D established in section 4.9.3.6 of the Securities Note.

8. Payment of interest due on the Series B Bonds when deferred from 4<sup>th</sup> place in the priority of payments as established therein.

9. Payment of interest due on the Series C Bonds when deferred from 5<sup>th</sup> place in the priority of payments as established therein.

10. Payment of interest due on the Series D Bonds when deferred from 6<sup>th</sup> place in the priority of payments as established therein.

11. Withholding of an amount sufficient for the Required Cash Reserve to remain duly provisioned.

12. Payment of interest due on the Series E Bonds.

13. Amortisation of Series E Bonds.

Partial amortisation of Series E Bonds shall occur on each Payment Date in an amount equal to the positive difference existing between the Outstanding Principal Balance of Series E on the Determination Date preceding the relevant Payment Date and the Required Cash Reserve amount on the relevant Payment Date, in accordance with the provisions of section 3.4.2.2 of this Building Block.

14. Payment of the settlement payment amounts, if any, payable by the Fund under the Interest Swap Agreement other than in the events provided for in 2<sup>nd</sup> place above.

15. Payment of Start-Up Loan interest due.

16. Repayment of Start-Up Loan principal in the amount repaid.

17. Payment to the Servicer of the fee established under the Servicing Agreement.

In the event that any other institution should replace BANKINTER as Servicer of the Mortgage Loans, payment of the servicing fee accrued by the other institution, to wit the new servicer, shall take the place of paragraph 1 above, along with the other payments included therein.

**18. Payment of the Financial Intermediation Margin.**

When accounts for different items exist in a same priority of payments and the remaining Available Funds are not sufficient to settle the amounts due under all of them, the application of the remaining Available Funds shall be prorated among the amounts payable under each such item, and the amount applied to each item shall be distributed in the priority in which the accounts payable fall due.

- (1) The following shall be considered ordinary expenses of the Fund:
- a) Any expenses deriving from mandatory administrative verifications, registrations and authorisations other than payment of the expenses of setting up the Fund and issue and admission of the Bonds.
  - b) Rating Agency fees for monitoring and maintaining the rating of the Bonds.
  - c) Expenses relating to keeping the Bond accounting record representing the Bonds by means of book entries, admission to trading in organised secondary markets and maintaining all of the foregoing.
  - d) Expenses of auditing the annual accounts.
  - e) Bond amortisation expenses.
  - f) Expenses deriving from announcements and notices relating to the Fund and/or the Bonds.

The Fund's ordinary expenses in its first year, including the management fee due to the Management Company and those derived from the Paying Agent Agreement, are estimated at EUR one hundred and seventy thousand (170,000.00). Because most of those expenses are directly related to the Outstanding Principal Balance of Series A1, A2, A3, B, C and D and to the daily average Outstanding Balance of the Mortgage Loans and those balances shall fall throughout the life of the Fund, the Fund's ordinary expenses will also fall as time goes by.

- (2) The following shall be considered extraordinary expenses of the Fund:
- a) Expenses, if any, deriving from preparing and perfecting an amendment of the Deed of Constitution and of the agreements, and from entering into additional agreements.
  - b) Expenses required to foreclose Mortgage Loans and deriving from any recovery actions required.
  - c) Extraordinary expenses of audits and legal advice.
  - d) The remaining amount, if any, of the initial expenses of setting up the Fund and issue and admission of the Bonds in excess of the Start-Up Loan principal.
  - e) In general, any other extraordinary expenses required borne by the Fund or by the Management Company for and on behalf of the Fund.

**3.4.6.2.2 Available Funds for Amortisation of Series A1, A2, A3, B, C and D.**

**1. Source.**

On each Payment Date, the Available Funds for Amortisation of Series A1, A2, A3, B, C and D shall be the following:

- (i) the Series A1, A2, A3, B, C and D Amortisation Withholding amount actually applied in seventh (7<sup>th</sup>) place of the Available Funds on the relevant Payment Date, and
- (ii) exclusively on the Payment Date falling on April 20, 2009, the Amortisation Account balance on the preceding Determination Date.

**2. Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D.**

The rules for Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D are given in section 4.9.3.6 of the Securities Note.

### 3.4.6.3 Fund Liquidation Priority of Payments.

The Management Company shall proceed to liquidate the Fund upon the Fund being liquidated on the Final Maturity Date or upon Early Liquidation in accordance with the provisions of sections 4.4.3 and 4.4.4 of the Registration Document, by applying the available funds to the following items (the “**Liquidation Available Funds**”): (i) the Available Funds, (ii) the amounts obtained by the Fund from time to time upon disposing of the Mortgage Certificates and the remaining assets and, as the case may be, (iii) the amount drawn under a credit facility to be arranged and used exclusively for amortisation of the Series A1, A2, A3, B, C and D Bonds then outstanding, in accordance with the provisions of section 4.4.3.3.(iii) of the Registration Document, in the following order of priority of payments (the “**Liquidation Priority of Payments**”):

1. Reserve to meet the tax, administrative or advertising expenses deriving from termination and liquidation of the Fund.
2. Payment of the Fund's properly supported taxes and ordinary and extraordinary expenses, whether or not they were disbursed by the Management Company, including the management fee due to the latter, and all other expenses and service fees, including those derived from the Paying Agent Agreement. Only expenses prepaid or disbursed on the Fund's behalf by and Mortgage Loan amounts reimbursable to the Servicer, provided they are all properly supported, and the servicing fee if BANKINTER shall have been replaced as Servicer shall be made to the Servicer under the Servicing Agreement in this priority.
3. Payment of amounts, if any, due upon termination of the Interest Swap and, only in the event of termination of that Agreement following a breach by the Fund or because the Fund is the party affected by objective circumstances subsequently occurring, payment of the settlement payment amounts payable by the Fund.
4. Payment of interest due on the Series A1, A2 and A3 Bonds.
5. Repayment of Series A1, A2 and A3 Bond principal.
6. Payment of interest due on the Series B Bonds.
7. Repayment of Series B Bond principal.
8. Payment of interest due on the Series C Bonds.
9. Repayment of Series C Bond principal.
10. Payment of interest due on the Series D Bonds.
11. Repayment of Series D Bond principal.
12. In the event of the credit facility being arranged for early amortisation of the Series A1, A2, A3, B, C and D Bonds then outstanding as provided for in section 4.4.3.3.(iii) of the Registration Document, payment of financial costs accrued and repayment of principal of the credit facility arranged.
13. Payment of interest due on the Series E Bonds.
14. Repayment of Series E Bond principal.
15. Payment of the settlement payment amounts payable by the Fund under the Interest Swap Agreement other than in the events provided for in 3<sup>rd</sup> place above.
16. Payment of Start-Up Loan interest due.
17. Repayment of Start-Up Loan principal
18. Payment to BANKINTER of the fee established under the Servicing Agreement.

In the event that any other institution should replace BANKINTER as Servicer of the Mortgage Loans, payment of the servicing fee accrued by the other institution, to wit the new Servicer, shall take the place of paragraph 1 above, along with the other payments included therein.

19. Payment of the Financial Intermediation Margin.

Where receivables for different items exist in a same priority order number on the Final Maturity Date or on the Payment Date on which Early Liquidation occurs and the Liquidation Available Funds are not sufficient to settle the amounts due under all of them, the application of the remaining Liquidation Available Funds shall be prorated among the amounts payable under each such item, and the amount applied to each item shall be distributed in the priority in which the accounts payable fall due.

**3.4.6.4 Financial Intermediation Margin.**

The Management Company shall, for and on behalf of the Fund, enter with the Originator into a Financial Intermediation Agreement designed to remunerate the Originator for the financial intermediation process carried out, enabling the financial transformation defining the Fund's activity, the subscription by the Fund for the Mortgage Certificates and the rating assigned to each Bond Series.

The Originator shall be entitled to receive from the Fund a variable subordinated remuneration (the "**Financial Intermediation Margin**") which shall be determined and shall accrue upon expiration of every quarterly accrual period, comprising, other than for the first period, the three calendar months preceding each Payment Date, in an amount equal to the positive difference, if any, between income and expenditure accrued by the Fund, including losses, if any, brought forward from previous years, with reference to its accounts and before the close of the months of March, June, September and December, which are the last month in each quarterly period. Exceptionally, the first period shall be comprised between the date on which the Fund is established and December 31, 2007, inclusive, this being the last day of the month preceding the first Payment Date, January 21, 2008, because January 20, 2008 is not a Business Day.

The Financial Intermediation Margin accrued at the close of the months of March, June, September and December shall be settled on the Payment Date next succeeding the last day of each of said months, provided that the Fund has sufficient liquidity in the Priority of Payments or in the Liquidation Priority of Payments, as the case may be.

If the Fund should not have sufficient liquidity on a Payment Date in the Priority of Payments to pay the Financial Intermediation Margin in full, the Financial Intermediation Margin amount accrued and not paid shall accumulate without any penalty whatsoever on the Financial Intermediation Margin accrued, as the case may be, in the following quarterly period and shall be paid on the following Payment Dates on which the Available Funds allow payment in the Priority of Payments or the Liquidation Priority of Payments, as the case may be.

The Financial Intermediation Agreement shall be fully terminated in the event that the Rating Agencies should not confirm any of the provisional ratings assigned to each Bond Series as final by the start of the Subscription Period or in the event of termination of the Bond Issue Management, Underwriting and Placement Agreement.

**3.4.7 Other arrangements upon which payments of interest and principal to investors are dependent.**

**3.4.7.1 Interest Swap.**

The Management Company shall, for and on behalf of the Fund, enter with BANKINTER into an interest swap agreement (the "**Interest Swap Agreement**" or the "**Interest Swap**") based on the standard 1992 ISDA Master Agreement (ISDA Master Agreement - Multicurrency - Cross Border) and the year 2000 definitions (ISDA 2000 Definitions), the most relevant characteristics of which are described below.

Under the Interest Swap Agreement, the Fund will make payments to BANKINTER calculated on the Mortgage Loan benchmark index, and in consideration BANKINTER will make payments to the Fund calculated on the Reference Rate determined for the Bonds, all as described hereinafter.

**Party A :** The Fund, represented by the Management Company.

**Party B :** BANKINTER.

**1. Settlement dates.**

The settlement dates shall fall on the Bond Payment Dates, i.e. on January 20, April 20, July 20 and October 20 in every year, or the next succeeding Business Day if any of these dates is not a Business Day. The first Payment Date shall be January 21, 2008, because January 20, 2008 is not a Business Day.

The variable amounts payable by Party A and by Party B for each respective calculation period shall be netted and be paid by the paying Party to the receiving Party on each Payment Date.

**2. Calculation dates.**

Calculation dates shall fall on the Determination Dates, i.e. the dates falling on the fourth (4<sup>th</sup>) Business Day preceding each Payment Date.

**2.1 Calculation periods.**

**Party A:**

The Party A calculation periods shall be the exact number of days elapsed between two consecutive Determination Dates, not including the first but including the last date. Exceptionally, the length of the first Party A calculation period shall be equivalent to the exact number of days elapsed between the date of establishment of the Fund, inclusive, and January 15, 2008, the first Determination Date, inclusive.

**Party B:**

The Party B calculation periods shall be the exact number of days elapsed between two consecutive Payment Dates, including the first but not including the last date. Exceptionally, the length of the first Party B calculation period shall be equivalent to the exact number of days elapsed between the Bond Issue Closing Date, inclusive, and January 21, 2008, because January 20, 2008 is not a Business Day, exclusive.

**3. Notional amount for Party A and for Party B.**

This shall be for each calculation period the daily average during the Party A calculation period of the Outstanding Balance of Non-Doubtful Mortgage Loans.

**4. Variable amounts payable by Party A.**

This shall be on each Payment Date and for each Party A calculation period the amount resulting from applying the Party A Interest Rate to the Notional Amount according to the number of days in the Party A calculation period and based on a three-hundred-and-sixty- (360-) day year.

**4.1 Party A Interest Rate.**

This shall be for each Party A calculation period the annual interest rate resulting from dividing (i) the total interest amount at the benchmark index of ordinary interest due on the Mortgage Loans, excluding Doubtful Mortgage Loans, on the relevant calculation date, whether or not they were paid by the Obligors, during the Party A calculation period, by (ii) the Notional Amount, multiplied by the result of dividing 360 by the number of days in the Party A calculation period.

In this connection:

- (i) Ordinary interest due will be reduced in the interest accrued payable by the Fund in connection with the subscription for the Mortgage Certificates.

- (ii) As the case may be, ordinary interest due will also be deemed to comprise the accrued interest received by the Fund both on the sale of Mortgage Certificates and on their early amortisation by BANKINTER in accordance with the rules laid down for substituting the Mortgage Certificates.
- (iii) In the case of renegotiated novated fixed-rate Mortgage Loans, the Mortgage Loan reference rate shall be deemed to be the EURIBOR BASIS fixed rate on Reuters' ISDAFIX2 screen, or any other replacement page, at 11:00AM CET on the effective date of that novation for the term of the average life of the Mortgage Loan based on its new repayment schedule. In the absence of a same term EURIBOR BASIS fixed rate, the same shall be calculated by a straight-line interpolation between the EURIBOR BASIS fixed rates on Reuters' ISDAFIX2 screen for the term above and below the average life of the Mortgage Loan.

**Calculation of the average life of a novated fixed-rate Mortgage Loan:** average of the time periods from the effective date of the novation until each of the Mortgage Loan settlement dates, using for weighting purposes the weights the principal to be repaid on each settlement date has, in accordance with the applicable repayment system, on the outstanding principal amount, in accordance with the following expression:

$$V = \frac{\sum (P \times d)}{T} \times \frac{1}{365}$$

Where:

*V = Average life of the novated fixed-rate Mortgage Loan expressed in years.*

*P = Principal to be repaid on each settlement date in accordance with the applicable repayment system.*

*d = Number of days elapsed between the effective date of the novation and the relevant settlement date.*

*T = Outstanding principal on the effective date of the novation.*

- (iv) Mortgage Loan ordinary interest due dates shall be deemed to be the collection dates on which interest is to be paid to the Fund under the Servicing Agreement.

## **5. Variable amounts payable by Party B.**

This shall be on each Payment Date and for each Party B calculation period the amount resulting from applying the Party B Interest Rate to the Notional Amount according to the number of days in the Party B calculation period and based on a three-hundred-and-sixty- (360-) day year.

### **5.1 Party B Interest Rate.**

For each Party B calculation period this shall be the Reference Rate determined for the Bonds in the Interest Accrual Period coinciding with the Party B calculation period.

## **6. Maturity Date.**

This shall be the earlier of the dates on which any of the circumstances listed in (i) to (iv) occur for termination of the Fund in accordance with the provisions of section 4.4.4 of the Registration Document.

## **7. Events of default particular to the Interest Swap Agreement.**

If on a Payment Date the Fund (Party A) should not have sufficient liquidity to make payment of the aggregate net amount, if any, payable to Party B, the portion of this amount not paid shall be settled on the following Payment Date provided that the Fund has sufficient liquidity in the Priority of Payments. Should such event of non-payment occur on two consecutive Payment Dates, Party B may choose to terminate the Swap Agreement. In the event of termination, the Fund (Party A) shall take over the obligation to pay the settlement amount established on the terms of the Swap Agreement, the foregoing in the Priority of Payments, unless payment of the settlement amount is for Party B.

If on a Payment Date Party B should not make payment of the aggregate amount payable to Party A, the Management Company may, on behalf of the Fund, choose to terminate the Interest Swap Agreement. In the event of termination, Party B shall take over the obligation to pay the settlement amount established on the terms of the Interest Swap Agreement, unless payment of the settlement amount is for Party A, who shall pay it subject to the Priority of Payments .

Without prejudice to the foregoing, other than in a permanent event of financial imbalance of the Fund, the Management Company shall endeavour, for and on behalf of the Fund, to enter into a new interest swap agreement.

## **8. Actions in the event of change in the rating of Party B.**

### **(i) Moody's Criteria**

Party B shall irrevocably agree as follows under the Interest Swap Agreement:

- (i) If at any time during the life of the Bond Issue neither Party B nor any of its Credit Support Providers has the First Required Rating Threshold ("First Rating Default"), then Party B shall within thirty (30) Business Days of the occurrence of that circumstance, do one of the following:
  - a) Obtain a Replacement with the First Required Rating Threshold (or a Replacement with a Credit Support Provider having the First Required Rating Threshold).
  - b) Obtain a Credit Support Provider with the First Required Rating Threshold,
  - c) Post collateral in the form of cash or securities in favour of the Fund with an institution with short-term unsecured and unsubordinated debt obligations rated P-1 by Moody's, as set out in the Credit Support Annex.
- (ii) If at any time during the life of the Bond Issue neither Party B nor any of its Credit Support Providers has the Second Required Rating Threshold ("Second Rating Default"), then Party B shall, on a best efforts basis and as soon as possible (A) obtain a Credit Support Provider with the Second Required Rating Threshold, or (B) obtain a Replacement with the Second Required Rating Threshold, (or a Replacement with a Credit Support Provider having the Second Required Rating Threshold).

While none of the actions specified above have been taken, Party B shall, within thirty (30) Business Days of the occurrence of the Second Rating Default, post collateral in the form of cash or securities in favour of the Fund with an institution with short-term unsecured and unsubordinated debt obligations rated at least P-1 by Moody's, as set out in the Credit Support Annex.

Party B's obligations under (i) (i) and (i) (ii) above, and the Termination events deriving therefrom, shall only apply during such time as the events respectively prompting the First Required Rating Default or the Second Required Rating Default are in place. The collateral transferred by Party B pursuant to (i) (i) and (i) (ii) above will be retransferred to Party B upon cessation of the causes resulting in the First Rating Default or the Second Rating Default, respectively.

All costs, expenses and taxes incurred in connection with fulfilment of the preceding obligations shall be payable by Party B.

In the above connection, "Credit Support Provider" shall mean an institution providing an unconditional, irrevocable and first demand guarantee with respect to all present and future obligations of Party B under the Interest Swap (the "Guarantee"), and provided that (A) a law firm provides a legal opinion confirming that none of the payments made by that institution to Party A under the Guarantee results in any requirement for deduction or withholding for or on account of any tax; or (B) the Guarantee determines that, if there is any such deduction or withholding, the payment made by that institution shall be increased by whatever amount is necessary in order for the net payment received by Party A to be equal to such other amount as

Party A would have received had there been no such deduction or withholding; and “Replacement” shall mean any institution taking over the contractual position of Party B under the Interest Swap Agreement or entering into a new swap agreement with Party A, on terms substantially identical with the Interest Swap Agreement (which shall be confirmed by Party A, on a best efforts basis), and provided that (A) a law firm provides a legal opinion confirming that none of the payments made by that institution to Party A under the Guarantee results in any requirement for deduction or withholding for or on account of any tax; or (B) the Guarantee determines that, if there is any such deduction or withholding, the payment made by that institution shall be increased by whatever amount is necessary in order for the net payment received by Party A to be equal to such other amount as Party A would have received had there been no such deduction or withholding. That institution shall thereafter, to all intents and purposes, be considered Party B under the Interest Swap Agreement or in the new swap agreement to be entered into.

An entity shall have the “First Required Rating Threshold” (A) in the event that the short-term unsecured and unsubordinated debt obligations of that entity are rated P-1 by Moody’s and its long-term unsecured and unsubordinated debt obligations are rated at least as high as A2 by Moody’s, and (B) in the event that the short-term unsecured and unsubordinated debt obligations of that entity are not rated by Moody’s, if its long-term unsecured and unsubordinated debt obligations are rated at least as high as A1 by Moody’s.

An entity shall have the “Second Required Rating Threshold” (A) in the event that the short-term unsecured and unsubordinated debt obligations of that entity are rated P-2 by Moody’s and its long-term unsecured and unsubordinated debt obligations are rated at least as high as A3 by Moody’s, and (B) in the event that the short-term unsecured and unsubordinated debt obligations of that entity are not rated by Moody’s, if its long-term unsecured and unsubordinated debt obligations are rated at least as high as A3 by Moody’s.

**(ii) S&P Criteria**

- (i) In the event that the rating of the short-term unsecured and unsubordinated debt obligations of Party B (or its successor) should, at any time during the life of the Bonds, be downgraded to A-2 (or its equivalent) by S&P, then Party B (or its successor) may continue as the Interest Swap Agreement counterparty if, within not more than 10 Business Days, at its own cost, it agrees to post collateral to Party A, at an amount covering 100% of the mark-to-market value of the Interest Swap, in accordance with the criteria then in force published by S&P. Failing an agreement by Party B (or its successor) within the period of 10 Business Days aforesaid, then Party B (or its successor) will, within 60 calendar days, at its own cost, do one of the following:
  - (A) transfer all of its rights and obligations with respect to the Interest Swap Agreement to a replacement third party with short-term unsecured and unsubordinated debt obligations rated at least A-1 by S&P; or
  - (B) procure a credit institution suitable for S&P with short-term unsecured and unsubordinated debt obligations rated at least A-1 by S&P to secure by means of a first demand bank guarantee, satisfying the S&P criteria in force from time to time, the obligations of Party B under the Interest Swap Agreement.
- (ii) In the event that the rating of the short-term unsecured and unsubordinated debt obligations of Party B (or its successor) should, at any time during the life of the Bonds, be downgraded to A-3 by S&P, then Party B (or its successor) will, within 60 calendar days, at its own cost, do one of the following:
  - (A) transfer all of its rights and obligations with respect to the Interest Swap Agreement to a replacement third party credit institution with short-term unsecured and unsubordinated debt obligations rated at least A-1 by S&P; or

(B) procure a third party credit institution suitable for S&P with short-term unsecured and unsubordinated debt obligations rated at least A-1 by S&P to secure by means of a first demand bank guarantee the obligations of Party B under the Interest Swap Agreement.

While any of (ii) (A) or (ii) (B) above are put in place, Party B (or its successor) will, within not more than 10 Business Days, at its own cost, post collateral to Party A, at an amount covering 125% of the mark-to-market value of the Interest Swap, in accordance with the criteria then in force published by S&P.

Any collateral shall be subject to the Bond rating given by S&P being confirmed and maintained.

All costs, expenses and taxes incurred in connection with fulfilment of the preceding obligations shall be payable by Party B (or its successor).

#### **9. Other characteristics of the Interest Swap Agreement.**

- 9.1 Party B may only assign all its rights and obligations under the Interest Swap Agreement, subject to Party A's consent, to a third party with a credit rating equal to Moody's First Required Rating Threshold and with a Required Rating by S&P, subject to notice to the Rating Agencies and to the CNMV.
- 9.2 The Interest Swap Agreement shall be submitted to the laws of Spain.
- 9.3 The Interest Swap Agreements shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each of the Series as final by the start of the Subscription Period.
- 9.4 The occurrence, as the case may be, of Termination of any of the Interest Swap Agreements will not in itself be an Early Amortisation event of the Bond Issue and an Early Liquidation event of the Fund referred to in sections 4.9.4 of the Securities Notes and 4.4.3 of the Registration Document, unless in conjunction with other events or circumstances related to the net asset value of the Fund, its financial balance should be materially or permanently altered.

#### **3.4.7.2 Bond Issue Paying Agent.**

The Bond Issue will be serviced through BANKINTER as Paying Agent. Payment of interest and repayments shall be notified to Bondholders in the events and in such advance as may be provided for each case in section 4.1.1 of the Building Block. Interest and amortisation shall be paid to Bondholders by the relevant members and to the latter in turn by Iberclear, the institution responsible for the accounting record.

The Management Company shall, for and on behalf of the Fund, enter with BANKINTER into a paying agent agreement to service the Bonds issued by the Fund (the "**Paying Agent Agreement**").

The obligations to be taken on by BANKINTER (the "**Paying Agent**") under this Paying Agent Agreement are summarily as follows:

- (i) On each of the Bond Payment Dates, paying interest and, as the case may be, repaying Bond principal through Iberclear, after deducting the total amount of the interim tax withholding for return on investments to be made by the Management Company, on behalf of the Fund, in accordance with applicable tax laws.
- (ii) On each Interest Rate Fixing Date, notifying the Management Company of the Reference Rate determined to be used as the basis for the Management Company to calculate the Nominal Interest Rate applicable to each Bond Series.

In the event that the rating of BANKINTER's short-term unsecured and unsubordinated debt obligations should, at any time during the life of the Bond Issue, be downgraded below P-1 or A-1 respectively by Moody's and S&P, the Management Company shall within not more than thirty (30) Business Days from the time of the occurrence of any such circumstances, after notifying the Rating Agencies, do any of the following: (i) revoke the appointment of BANKINTER as Paying Agent and thereupon designate another

institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and A-1 respectively by Moody's and S&P, to take its place before terminating the Paying Agent Agreement or, (ii) put in place any other actions allowing a suitable level of security to be maintained with respect to the commitments derived from this Agreement in order for there to be no detriment to the Bond rating given by the Rating Agencies. Should BANKINTER be replaced as Paying Agent, the Management Company shall be entitled to change the fee payable to the substitute institution, which may be higher than that established with BANKINTER under the Paying Agent Agreement. All costs, expenses and taxes incurred in connection with putting in place and arranging the above shall be borne by BANKINTER.

In consideration of the services provided by the Paying Agent, the Fund shall pay it on each Payment Date during the term of the agreement, a fee of EUR 1,502.53, inclusive of taxes as the case may be. This fee shall be paid on the same Payment Date provided that the Fund has sufficient liquidity and in the Priority of Payments or, as the case may be, the Liquidation Priority of Payments.

In the event that the Fund should not have sufficient liquidity to pay said full fee, then the amounts accrued and not paid shall be accumulated without any penalty whatsoever to the fee falling due on the following Payment Date, unless that absence of liquidity should continue, in which case the amounts due shall build up until fully paid on the Payment Date on which they are settled.

The Paying Agent Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each Series as final ratings by the start of the Subscription Period or in the event of termination of the Bond Issue Management, Underwriting and Placement Agreement.

### 3.5 Name, address and significant business activities of the originator of the securitised assets.

The Originator and assignor of the Mortgage Loans securitised is BANKINTER S.A.

Registered office: Paseo de la Castellana number 29, Madrid (Spain).

#### Significant economic activities of BANKINTER.

BANKINTER, a financial Group, is mainly in the Banking business though it has interests in the field of insurance, unit trust and pension fund management, stock broking, global custody, asset management and broking in major cash, capital and currency markets.

The following is selected consolidated financial information as at June 30, 2007, December 31, 2006 and June 30, 2006 and how the information as at the first date compares to the information as at the third date. Only the financial information as at December 31, 2006 has been audited. The information has been prepared by BANKINTER in accordance with applicable International Financial Reporting Standards applicable to it under Regulation EC 1606/2002 of the European Parliament and of the Council of July 19, 2002 on the application of international accounting standards and Bank of Spain Circular 4/2004, December 22, for credit institutions, on public and privileged financial information rules and standard financial statements.

	30,06,2007 (A)	30,06,2006 (B)	31,12,2006	Year-On- Year Change ?% ((A)- (B))/(B)
<b>BALANCE SHEET (EUR thousand)</b>				
Total Assets	46,305,588	42,203,378	46,075,769	9.72
Total average assets	47,083,996	41,486,358	43,264,333	13.49
Customer loans	34,508,100	28,876,190	31,653,807	19.50
Customer loans (without securitisation effect)	37,051,466	31,890,351	34,416,012	16.18
Customer resources	35,497,893	31,162,717	32,683,580	13.91
Off-balance sheet funds managed	12,230,328	11,400,790	11,499,765	7.28

	30,06,2007 (A)	30,06,2006 (B)	31,12,2006	Year-On- Year Change ?% ((A)- (B))/(B)
<b>PROFIT AND LOSS ACCOUNT (EUR thousand)</b>				
Intermediation margin	<b>285,878</b>	223,879	473,634	27.69
Ordinary margin	<b>476,744</b>	394,945	819,602	20.71
Operating margin	<b>227,917</b>	202,526	411,646	12.54
Pre-tax profit	<b>329,450</b>	165,787	316,336	98.72
Net Profit attributed to the Group	<b>251,140</b>	117,642	208,490	113.48
<b>RATIOS (%)</b>				
Delinquency rate exsecuritisation	<b>0.28%</b>	0.22%	0.25%	29.27
Delinquency coverage rate	<b>502.48%</b>	628.93%	569.91%	-20.11
Efficiency ratio	<b>51.70%</b>	48.14%	49.08%	7.40
ROE	<b>32.70%</b>	17.25%	14.94%	89.57
ROA	<b>1.08%</b>	0.57%	0.48%	88.10
Capital ratio	<b>9.92%</b>	10.41%	10.03%	-4.71
Tier 1	<b>6.78%</b>	7.07%	6.86%	-4.10
<b>BANKINTER SHARES</b>				
Number of shares	<b>79,375,222</b>	78,585,044	78,585,044	1.01
Latest price	<b>66.40</b>	50.40	59.60	31.75
BPA	<b>3.17</b>	1.52	2.68	108.55
DPA	<b>0.70</b>	0.62	1.27	12.90
<b>BRANCHES &amp; CENTRES</b>				
Branches	<b>342</b>	327	332	4.59
Commercial Management Centres				
Corporate	<b>51</b>	48	50	6.25
SMEs	<b>143</b>	114	124	25.44
Private Banking	<b>46</b>	41	41	12.20
Virtual branches	<b>539</b>	517	527	4.26
Number of Agents	<b>982</b>	1,011	1,003	-2.87
Telephone and Internet branches	<b>3</b>	3	3	0.00
<b>STAFF</b>				
Employees (full-time)	<b>4,225</b>	3,824	3,981	10.49

### 3.6 Return on and/or repayment of the securities linked to others which are not assets of the issuer.

Not applicable.

### 3.7 Administrator, calculation agent or equivalent.

#### 3.7.1 Management, administration and representation of the Fund and of the holders of the securities.

The Management Company, EUROPEA DE TITULIZACIÓN, shall be responsible for managing and being the authorised representative of the Fund, on the terms set in Act 19/1992, in Royal Decree 926/1998, and other applicable laws from time to time, and on the terms of the Deed of Constitution and this Prospectus.

The Management Company shall discharge for the Fund the functions attributed to it in Act 19/1992 and in Royal Decree 926/1998.

It is also the Management Company's duty, as the manager of third-party portfolios, to represent and enforce the interests of the holders of the Bonds issued by the Fund and of all its other ordinary creditors. Consequently, the Management Company shall make its actions conditional on their protection and observe the provisions established for that purpose from time to time. Bondholders and all other ordinary

creditors of the Fund shall have no recourse against the Fund Management Company, other than for a breach of its duties or failure to observe the provisions of the Deed of Constitution and the Prospectus.

### **3.7.1.2 Administration and representation of the Fund.**

The Management Company's obligations and actions in fulfilment of its duty to manage and be the authorised representative of the Fund are the following, for illustrative purposes only and without prejudice to any other actions provided in this Prospectus:

- (i) Keeping the Fund's accounts duly separate from the Management Company's own, rendering accounts and satisfying tax and any other statutory obligations of the Fund.
- (ii) Making such decisions as may be appropriate in connection with liquidation of the Fund, including the decision to proceed to Early Liquidation of the Fund and Early Amortisation of the Bond Issue, in accordance with the provisions of the Deed of Constitution and this Prospectus. Moreover, making all appropriate decisions in the event of the establishment of the Fund terminating.
- (iii) Complying with its formal, documentary and reporting duties to the CNMV, the Rating Agencies and any other supervisory body.
- (iv) Appointing and, as the case may be, replacing and dismissing the auditor who is to review and audit the Fund's annual accounts.
- (v) Providing Bondholders, the CNMV and the Rating Agencies with all such information and notices as may be prescribed by the laws in force for the time being and specifically as established in the Deed of Constitution and in this Prospectus.
- (vi) Complying with the calculation duties provided for and taking the actions laid down in the Deed of Constitution and in this Prospectus and in the various Fund transaction agreements or in such others as the Management Company may enter into in due course for and on behalf of the Fund.
- (vii) The Management Company may extend or amend the agreements entered into on behalf of the Fund, and substitute, as the case may be, each of the Fund service providers on the terms provided for in each agreement, and indeed, if necessary, enter into additional agreements, including a credit facility agreement in the event of Early Liquidation of the Fund, and amend the Deed of Constitution, provided that circumstances preventing the foregoing in accordance with the laws and regulations in force from time to time do not occur. In any event, those actions shall require that the Management Company first notify and secure the prior authorisation, if necessary, of the CNMV or competent administrative body and notify the Rating Agencies, and provided that such actions are not detrimental to the rating assigned to the Bonds by the Rating Agencies. The Deed of Constitution or the agreements may also be corrected upon a request by the CNMV.
- (viii) Exercising the rights attaching to the ownership of the Mortgage Certificates acquired by the Fund and, in general, carrying out all such acts of administration and disposition as may be required for properly managing and being the authorised representative of the Fund.
- (ix) Checking that the Mortgage Loan income amount actually received by the Fund matches the amounts that must be received by the Fund, on the terms of issue of the Mortgage Certificates and on the terms of the relevant Mortgage Loans, and that the Mortgage Loan amounts receivable are provided by the Servicer to the Fund within the time-periods and on the terms provided for under the Servicing Agreement.
- (x) Determining on each Interest Rate Fixing Date and for each Interest Accrual Period thereafter, the Nominal Interest Rate to be applied for each Bond Series and calculating and settling the accrued interest amounts payable on each Payment Date.
- (xi) Calculating and determining on each Determination Date the principal to be amortised and repaid on each Bond Series on the relevant Payment Date.

- (xii) Determining the interest rate applicable to each of the relevant borrowing, lending and hedge transactions and calculating and settling the interest and fee amounts receivable and payable by the Fund under the same, and the fees payable for the various financial services arranged for.
- (xiii) Taking the actions for which provision is made in relation to the debt ratings or the financial position of the Fund's counterparties under the financial and service provision agreements listed in section 3.2 of this Building Block.
- (xiv) Watching that the amounts credited to the Treasury Account and the Amortisation Account return the yield set in the respective agreements.
- (xv) Calculating the Available Funds, the Available Funds for Amortisation of Series A1, A2, A3, B, C and D, the Liquidation Available Funds and the payment or withholding obligations to be complied with, and applying the same in the Priority of Payments or the Liquidation Priority of Payments, as the case may be.
- (xvi) Instructing transfers of funds between the various borrowing and lending accounts, and issuing all relevant payment instructions, including those allocated to servicing the Bonds.

### **3.7.1.3 Resignation and substitution of the Management Company.**

The Management Company shall be substituted in managing and representing the Fund, in accordance with articles 18 and 19 of Royal Decree 926/1998 set forth hereinafter and with subsequent rules statutorily established in that connection.

#### *Resignation.*

- (i) The Management Company may resign its duties to manage and be the authorised representative of all or part of the funds managed whenever it deems this fit, applying to be substituted in a letter addressed to the CNMV, including a designation of the substitute management company. That letter shall enclose a letter from the new management company, declaring its willingness to take over those duties and applying for the appropriate authorisation.
- (ii) The CNMV's substitution authorisation shall be subject to meeting of the following requirements:
  - (a) The substituted Management Company's delivery of the accounting records and data files to the new management company. That delivery will only be taken to have been made when the new management company is able to fully take over its duties and that circumstance is notified to the CNMV.
  - (b) The rating accorded to the securities should not fall as a result of the proposed substitution.
- (iii) The Management Company may in no event resign its duties until and unless all requirements and formalities have been complied with in order for its substitute to take over its duties.
- (iv) The substitution expenses originated shall be borne by the resigning Management Company and may in no event be passed on to the Fund.
- (v) The substitution shall be published within fifteen days by means of a notice inserted in two nationwide newspapers and in the bulletin of the organised secondary market where the Bonds issued by the Fund are listed. Furthermore, the Management Company shall notify the Rating Agencies of that substitution.

#### *Forced substitution.*

- (i) In the event that the Management Company should be adjudged insolvent, it shall find a substitute management company, in accordance with the provisions of the foregoing section.
- (ii) In the event for which provision is made in the preceding section, if four months should have elapsed from the occurrence determining the substitution and no new management company should have been found willing to take over management, there shall be an Early Liquidation of the Fund and an

Early Amortisation of the Bond Issue, in accordance with the provisions of sections 4.4.3 and 4.4.4 of the Registration Document of this Prospectus and the Deed of Constitution.

The Management Company agrees to execute such public and private documents as may be necessary for it to be substituted by another management company, in accordance with the system for which provision is made in the preceding paragraphs of this section. The substitute management company shall be substituted in the Management Company's rights and duties under this Prospectus. Furthermore, the Management Company shall hand to the substitute management company such accounting records and data files as it may have to hand in connection with the Fund.

#### **3.7.1.4 Subcontracting.**

The Management Company shall be entitled to subcontract or subdelegate to solvent and reputable third parties the provision of any of the services it has to provide as the manager and authorised representative of the Fund, as established in this Prospectus, provided that the subcontractor or delegated party waives the right to take any action holding the Fund liable. In any event, subcontracting or delegating any service (i) may not result in an additional cost or expense for the Fund, (ii) shall have to be legally possible, (iii) shall not result in a downgrade of the rating accorded to each Bond Series, and (iv) shall be notified to the CNMV and, where statutorily required, first be authorised by the CNMV. Notwithstanding any subcontracting or subdelegation, the Management Company shall not be exonerated or released, under that subcontract or subdelegation, from any of the liabilities undertaken in this Prospectus which may legally be attributed or ascribed to it.

#### **3.7.1.5 Management Company's remuneration.**

In consideration of the functions to be discharged by the Management Company, the Fund will pay it a management fee consisting of:

- (i) An initial fee which shall accrue upon the Fund being established and be payable on the Closing Date.
- (ii) A periodic fee on the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D, which shall accrue daily from the establishment of the Fund until it terminates and shall be settled and paid by Interest Accrual Periods in arrears on each Payment Date subject to the Priority of Payments or, as the case may be, the Liquidation Priority of Payments. The periodic fee amount on each Payment Date may not be respectively higher or lower than the maximum and minimum amounts determined. The minimum amount shall be cumulatively reset in the same proportion, from the year 2009, inclusive, and effective as of January 1 of each year.

If on a Payment Date the Fund should not have sufficient liquidity to settle the above-mentioned fee, the amount due shall accrue interest equal to the Bond Reference Rate, payable on the following Payment Date, in the Priority of Payments.

#### **3.7.2 Servicing and custody of the securitised assets.**

BANKINTER, Originator of the Mortgage Loan receivables by issuing the Mortgage Certificates to be subscribed for by the Fund, as established in article 61.3 of Royal Decree 685/1982, shall agree to be Mortgage Loan custodian and servicer, and relations between BANKINTER and the Fund, represented by the Management Company, shall be governed by the Mortgage Loan servicing and Mortgage Certificate custody agreement (the '**Servicing Agreement**') in relation to custody and servicing of the Mortgage Loans and custody of the documents representing the Mortgage Certificates.

BANKINTER (the '**Servicer**' in the Servicing Agreement) shall accept the appointment received from the Management Company and thereby agrees as follows:

- (i) To be Mortgage Loan custodian and servicer subject to the system terms and ordinary servicing and custody procedures established in the Servicing Agreement.
- (ii) To continue servicing the Mortgage Loans, devoting the same time and efforts to them as it would devote and use to service its own mortgage loans and in any event on the terms for which provision is made in the Servicing Agreement.

- (iii) That the procedures it applies and will apply to service and custody the Mortgage Loans are and will continue to be in accordance with the laws and statutory regulations in force applicable thereto.
- (iv) To full faithfully observe the instructions issued by the Management Company.
- (v) To pay the Fund damages and losses resulting from a breach of the obligations undertaken, although the Servicer shall not be liable for actions put in place on the Management Company's instructions .

In any event, the Servicer waives the privileges and authorities conferred on it by law as the manager of collections for the Fund and as servicer of the Mortgage Loans , and custodian of the relevant Mortgage Certificates and agreements, and in particular those for which provision is made in articles 1730 and 1780 of the Civil Code and 276 of the Commercial Code.

The most relevant terms of the Servicing Agreement are given hereinafter in the following paragraphs of this section.

### **3.7.2.1 Ordinary system and procedures for servicing and managing the Mortgage Loans.**

#### **1. Custody of deeds, documents and files.**

The Servicer shall keep all deeds, agreements, documents and data files relating to the Mortgage Loans and the mortgage property damage insurance policies or the Mortgage Loan security under safe custody and shall not give up their possession, custody or control other than with the Management Company's prior written consent for it to do so, unless a document should be required to institute proceedings to claim a Mortgage Loan, or any other competent authority should so require informing the Management Company.

The Servicer shall allow the Management Company or the auditors of the Fund duly authorised thereby reasonable access at all times to said deeds, documents and records. Furthermore, whenever it is required to do so by the Management Company, it shall provide within two (2) Business Days of that request and clear of expenses, a copy or photocopy of any of such deeds and documents.

#### **2. Collection management.**

The Servicer shall continue managing collection of all Mortgage Loan amounts payable by the Obligors and any other item including under the mortgaged property damage insurance contracts securing the Mortgage Loans . The Servicer shall use all reasonable efforts for payments to be made by the Obligors to be collected in accordance with the contractual terms and conditions of the Mortgage Loans .

Mortgage Loan amounts received by the Servicer shall be paid in full into the Fund's Treasury Account on the seventh business day, for same day value, after the day on which they are received by the Servicer, in accordance with the set terms and conditions. In this connection, Saturdays, Sundays and public holidays in the city of Madrid shall not be considered business days.

Nevertheless, in the event that the rating of the Servicer's short-term unsecured and unsubordinated debt obligations should be downgraded below P-1 or A2 respectively by Moody's and S&P, the Management Company shall, in a written notice to the Servicer, issue instructions for those amounts to be previously paid into the Treasury Account which may indeed be on the same day on which they are received by the Servicer. In the event that the rating of the Servicer's long-term unsecured and unsubordinated debt obligations should be downgraded below Baa3 by Moody's, the Mortgage Loan amounts received by the Servicer shall be paid to the Fund crediting the Treasury Account on the first day after the date on which they were received by the Servicer or the following business day, if that is not a business day, for same day value.

The Management Company shall issue the same instructions in the event that the Servicer's short-term unsecured and unsubordinated debt obligations should not be rated by Moody's or S&P.

The Servicer may at no event pay any amount whatsoever to the Fund not previously received from the Obligors as payment for the Mortgage Loans .

### **3. Fixing the interest rate.**

Because the Mortgage Loans are floating-rate loans, notwithstanding a possible renegotiation to a fixed rate, the Servicer shall continue setting the interest rates applicable in each interest period as established in the relevant agreements of each Mortgage Loan, submitting such communications and notices as may be established therein.

### **4. Extended mortgage.**

If the Servicer should actually become aware at any time that for any reason the value of a mortgaged property securing a Mortgage Loan shall have fallen in excess of the percentages permitted by law, it shall, in accordance with the provisions of article 29 of Royal Decree 685/1982, request the Obligor at issue to:

- i) extend the mortgage to other assets sufficient to cover the required ratio of the value of the asset to the Mortgage Loan secured thereby, or
- ii) repay all or such portion of the Mortgage Loan as may be in excess of the amount resulting from applying to the current appraisal the percentage used to initially determine its amount.

If within two (2) months of being requested to extend the Obligor should fail to do so or repay the portion of the Mortgage Loan referred to in the preceding paragraph, the Obligor shall be deemed to have chosen to repay the Mortgage Loan fully, which the Servicer shall forthwith require the Obligor to do.

### **5. Information.**

The Servicer shall regularly communicate to the Management Company the information relating to the individual characteristics of each Mortgage Loan, to fulfilment by the Obligors of their obligations under the Mortgage Loans, to Mortgage Loan delinquency status and ensuing changes in the characteristics of the Mortgage Loans, and to actions to demand payment in the event of late payment, court actions and auction of properties, all using the procedures and timing established in the Servicing Agreement.

Furthermore, the Servicer shall prepare and hand to the Management Company such additional information relating to the Mortgage Loans or the rights attaching thereto as the Management Company may reasonably request, and in particular the documents required for the Management Company, as the case may be, to bring legal actions.

### **6. Mortgage Loan subrogation.**

The Servicer shall be authorised to permit substitutions in the position of the Obligor under the Mortgage Loan agreements, exclusively where the characteristics of the new obligor are similar to those of the former Obligor and those characteristics observe the mortgage lending policies described in section 2.2.7 of this Building Block, and further provided that the expenses derived from that change are fully borne by the Obligors. The Management Company may fully or partially limit this authority of the Servicer or set conditions therefor, in the event that those substitutions might adversely affect the ratings accorded to the Bonds by the Rating Agencies.

The Obligor may apply for subrogation to the Servicer in connection with the Mortgage Loans pursuant to Mortgage Loan Subrogation and Amendment Act 2/1994. Subrogation of a new creditor under the Mortgage Loan and the ensuing payment of the amount due shall result in prepayment of the Mortgage Loan and early amortisation of the respective Mortgage Certificate.

### **7. Authorities and actions in relation to Mortgage Loan renegotiation procedures.**

The Servicer may not voluntarily cancel the Mortgage Loans or their securities for any reason other than payment of the Mortgage Loan, relinquish or settle in regard thereto, forgive the Mortgage Loans in full or in part, or in general do anything that may diminish the mortgage ranking, legal enforceability or economic value of the Mortgage Loans or the mortgages, without prejudice to its heeding requests by Obligors using the same efforts and procedure as if they were own mortgage loans.

Notwithstanding the above, the Management Company, as manager of third-party portfolios and having regard to Obligor's requests to the Servicer directly or under Act 2/1994, may instruct or previously authorise the Servicer to agree with the Obligor, subject to the terms and conditions for which provision is made in this section, for a novation changing the relevant Mortgage Loan, either by an interest rate renegotiation or by an extension of the maturity period, provided that those novations are not detrimental to the ranking of the mortgage.

Without prejudice to the provisions hereinafter, any interest rate renegotiation subscribed by the Servicer shall be made exclusively with the prior consent of the Management Company, on behalf of the Fund, and the Servicer agrees to seek such consent from the Management Company as soon as it is aware that an Obligor has requested a renegotiation. The Management Company may nevertheless initially authorise the Servicer to entertain and accept Mortgage Loan interest rate and extended term renegotiations, requested by the Obligors, without requiring the prior consent of the Management Company, subject to the following general enabling requirements:

**a) Renegotiating the interest rate.**

Mortgage Loan interest rate may be renegotiated subject to the following rules and limitations:

1. The Servicer may under no circumstance entertain on its own account and without being so requested by the Obligor, interest rate renegotiations which may result in a decrease in the interest rate applicable to a Mortgage Loan. In any event, any Mortgage Loan interest rate renegotiation shall be taken up bearing in mind the Fund's interests and the Servicer shall, without encouraging the interest rate renegotiation, act in relation to such renegotiation bearing in mind the Fund's interests at all times.

Subject to the provisions of paragraphs 2 and 3 below, the Servicer may renegotiate the interest rate clause of the Mortgage Loans on terms that are deemed to be at arm's length and that do not differ from those applied by the actual Servicer in renegotiating or granting its floating- and fixed-rate mortgage loans and credits. For these purposes, arm's length interest rate shall be deemed to be the rate offered by the Servicer in the Spanish market for mortgage loans or credits granted to individuals with real estate mortgage security in finished homes in Spanish territory in an amount and on terms substantially similar to the renegotiated Mortgage Loan.

2. The margin applicable to a Mortgage Loan (including the margin if any resulting from a fixed-rate renegotiation as provided for in section 3 below) shall under no circumstances be decreased in being renegotiated where the average margin weighted by the outstanding Mortgage Loan principal is less than 0.35%. For the purposes prescribed in this section, the provisions of section 3 below shall govern in the case of renegotiated fixed-rate Mortgage Loans in regard to homogenisation in regard to margin over a benchmark index.

Without prejudice to the provisions of the preceding paragraph, if on the effective date of the renegotiation of the interest rate applicable to a Mortgage Loan, the average margin weighted by the principal not yet due of the Mortgage Loans is equal to or less than 0.40% (including the margin if any resulting from a fixed-rate renegotiation as provided for in section 3 below in connection with the fixed-rate renegotiation of Mortgage Loans), the Management Company may accept the renegotiation provided that the Servicer agrees to pay to the Fund, for the Mortgage Loan, on each collection date after the effective date of the renegotiation, while the average margin weighted by the outstanding principal of the Mortgage Loans is equal to or less than 0.40%, the amount on each Mortgage Loan interest settlement date of the difference in the interest accrued by the Mortgage Loan during each interest settlement period, calculated, as the case may be, on the margin over the benchmark index or fixed interest rate before being modified and the interest actually accrued calculated at the new applicable interest rate set.

3. For the purposes of paragraph 2 above the novated fixed-rate Mortgage Loan margin shall be deemed to be the difference between the fixed rate applicable to the Mortgage Loan and the EURIBOR BASIS fixed rate on Reuters' ISDAFIX2 screen, or any other replacement screen, at 11:00AM CET on the effective date of the new fixed rate for the term of the average life of the Mortgage Loan based on its new repayment schedule. In the absence of a same term

EURIBOR BASIS fixed rate, the latter shall be calculated by a straight-line interpolation between the EURIBOR BASIS fixed rates for the lower and higher terms closest to the average life of the Mortgage Loan.

**Calculation of the average life of a novated fixed-rate Mortgage Loan:** average of the time periods from the effective date of the novation until each Mortgage Loan settlement date, using for weighting purposes the weights the principal to be repaid on each settlement date has, in accordance with the applicable repayment system, on the outstanding principal amount, in accordance with the following expression:

$$V = \frac{\sum (P \times d)}{T} \times \frac{1}{365}$$

Where:

V = Average life of the novated fixed-rate Mortgage Loan expressed in years.

P = Principal to be repaid on each settlement date under the applicable repayment system.

d = Number of days elapsed between the effective date of the novation and the relevant settlement date.

T = Outstanding principal on the effective date of the novation.

**b) Extending the period of maturity.**

The final maturity or final amortisation date of the Mortgage Loans may be extended or deferred ("**extending the term**") subject to the following rules and limitations:

- (i) The Servicer may in no case entertain on its own account, i.e. without it being so requested by the Obligor, a change in the final maturity date of the Mortgage Loan which may result in an extension thereof. The Servicer, without encouraging an extension of the term, shall act in relation to such extension bearing in mind at all times the Fund's interests.
- (ii) The aggregate of the capital or principal amount assigned to the Fund of the Mortgage Loans with respect to which the maturity date is extended may not exceed 10.00% of the capital or principal assigned to the Fund of the Mortgage Loans.
- (iii) The term of a specific Mortgage Loan may be extended provided that the following requirements are satisfied:
  - a) That the Mortgage Loan capital or principal repayment instalment frequency is at all events maintained or increased, albeit maintaining the same repayment system.
  - b) That the new final maturity or final amortisation date does not extend beyond July 16, 2047.
- (iv) The Management Company may, on the Fund's behalf, at any time during the term of the Servicing Agreement, cancel or suspend or amend the Servicer's power to extend the term.

If there should be any renegotiation of the interest rate of a Mortgage Loan or its due dates, the Servicer shall forthwith notify the Management Company of the terms resulting from each renegotiation. Such notice shall be made through the software or data file provided for the terms of the Mortgage Loans to be updated.

In the event of a renegotiation of the interest rate of the Mortgage Loans or their due dates, consented to by the Management Company, for and on behalf of the Fund, the change in the terms shall affect the Fund.

The contractual documents supporting the novation of the renegotiated Mortgage Loans will be kept by the Servicer, in accordance with the provisions of paragraph 1 of this section.

## **8. Action against Obligor in the event of default on the Mortgage Loans and powers of the holder of the Mortgage Certificates.**

### ***Actions in the event of late payment.***

The Servicer shall use the same efforts and procedure for claiming overdue amounts on the Mortgage Loans as it uses with the rest of its portfolio mortgage credits and loans.

In the event of default by the Obligor of the payment obligations, the Servicer shall put in place the actions described in the Servicing Agreement, taking for that purpose the steps it would ordinarily take if they were its own portfolio mortgage loans and in accordance with standard banking usage and practice for collecting overdue amounts, and shall be bound to advance such expenses as may be necessary for those actions to be taken, without prejudice to its right to be reimbursed by the Fund. Needless to say, these actions include all such legal and other actions as the Servicer may deem necessary to claim and collect the amounts due by the Obligors.

### ***Legal actions.***

The Servicer, using its fiduciary title to the Mortgage Loans or using the power referred to in the following paragraph, shall take all relevant actions against Obligors failing to meet their payment obligations derived from the Mortgage Loans. Such an action shall be brought using the appropriate court enforcement procedures prescribed in articles 517 et seq. of the Civil Procedure Act.

In the above connection and for the purposes prescribed in articles 581.2 and 686.2 of the Civil Procedure Act, and in the event that this should be necessary, the Management Company confers in the Deed of Constitution as full and extensive a power of attorney as may be required at Law on BANKINTER in order that the latter may, acting through any of its attorneys properly empowered for those purposes, on the Management Company's instructions, for and on behalf of the latter, or in its own name but for the Management Company as the authorised representative of the Fund, demand by any judicial or other means the Obligor of any of the Mortgage Loans to pay the debt and take legal action against the same, in addition to other authorities required to discharge its duties as Servicer.

The Servicer shall as a general rule apply for foreclosure, advancing all necessary expenses to do so, if, for a period of six (6) months, a Mortgage Loan Obligor having failed to honour his payment obligations should not resume payments and the Servicer, with the Management Company's consent, should not obtain a payment commitment satisfactory to the Fund's interests. The Servicer shall in any event forthwith proceed to apply for such foreclosure if the Management Company, acting for the Fund, and after analysing the specific circumstances of the case, should deem this necessary.

In the event of default by any Obligor, the Management Company, acting for and on behalf of the Fund, shall have the following remedies provided for mortgage certificates in article 66 of Royal Decree 685/1982:

- (i) To demand the Servicer to apply for foreclosure.
- (ii) To take part on an equal standing with the Originator, as issuer of the Mortgage Certificates, in the foreclosure the latter shall have instituted against the Obligor, intervening to that end in any foreclosure proceedings commenced by the former.
- (iii) If the Servicer should fail to take that action within sixty (60) calendar days of a notice served through a Notary demanding payment of the debt, the Management Company, for and on behalf of the Fund, shall be secondarily entitled to bring the foreclosure action on the Mortgage Loan.
- (iv) In the event that the proceedings instituted by the Servicer should come to a standstill, the Fund, duly represented by the Management Company, may be subrogated in the position of the former and continue the foreclosure proceedings.

In the events provided in paragraphs (iii) and (iv), the Management Company, for and on behalf of the Fund, may apply to the Judge or Notary with jurisdiction to commence or continue with the respective foreclosure proceedings, attaching to the application the original Mortgage Certificate, the notice served through a Notary Public provided for in section (iii) above and an office certificate as to mortgage

registration and subsistence. The Servicer shall be bound to issue a certification of the balance outstanding on the Mortgage Loan.

If this should be required by law, and for the purposes of the provisions of the Civil Procedure Act, BANKINTER shall confer in the Deed of Constitution an irrevocable and as extensive and sufficient a power of attorney as may be required by Law in order for the Management Company, acting for and on behalf of BANKINTER, to demand through a Notary Public payment of the debt by the Obligor under any of the Mortgage Loans .

The Management Company, for and on behalf of the Fund as holder of the Mortgage Certificates, may also take part with equal rights with BANKINTER in the foreclosure proceedings and may in this sense, on the terms for which provision is made in the Civil Procedure Act, request the award of the mortgaged property as payment of the Mortgage Loan. The Management Company shall proceed, directly or through the Servicer, to sell the property awarded within the shortest possible space of time and at arm's length.

The Servicer agrees to promptly advise of payment demands, legal actions and all and any other circumstances affecting collection of overdue amounts on the Mortgage Loans. Furthermore, the Servicer will provide the Management Company with all such documents as the latter may request in relation to said Mortgage Loans and in particular the documents required for the Management Company to take legal actions, as the case may be.

#### **9. Insurance for mortgaged properties or as security for the Mortgage Loans.**

The Servicer shall not take or fail to take any action resulting in cancellation of any damage insurance policy covering the mortgaged properties or as security for the Mortgage Loans or reducing the amount payable in any claim thereunder. The Servicer shall use all reasonable efforts and in any event use the rights conferred under the insurance policies or the Mortgage Loans in order to keep those policies in full force and effect in relation to each Mortgage Loan and the respective mortgaged property.

Whenever the Servicer receives notice of non-payment of policy premiums by any Obligor the Servicer may demand the Obligor to pay the same and indeed take out damage insurance on the Obligor's behalf where it is able to do so under the Mortgage Loan deed, advancing payment of the premiums, without prejudice to its right to be reimbursed by the Obligor for amounts so paid.

In the event of a claim, each Servicer shall coordinate actions for collecting compensations derived from the damage insurance policies covering the mortgaged properties or as security for the Mortgage Loans on the terms and conditions of the Mortgage Loans and the actual policies, paying the amounts received to the Fund.

#### **10. Set-off.**

In the exceptional event that any of the Obligors under the Mortgage Loans should have a liquid credit right, due and payable vis-à-vis the Servicer, and because the assignment is made without the Obligor being aware, any of the Mortgage Loans should be fully or partially set-off against that credit right, the Servicer shall remedy that circumstance or, if it cannot be remedied, the Servicer shall proceed to pay to the Fund the amount set off plus accrued interest which would have been payable to the Fund until the date on which the payment is made, calculated on the terms applicable to the relevant Mortgage Loan.

#### **11. Subcontracting.**

The Servicer may subcontract any of the services it may have agreed to provide under the Servicing Agreement other than those that may not be so delegated in accordance with the laws in force for the time being. That subcontracting may in no event result in an additional cost or expense for the Fund or the Management Company, and may not result in a downgrade of the rating assigned to each Bond Series by the Rating Agencies. Notwithstanding any subcontracting or subdelegation, the Servicer shall not be excused or released under that subcontract or subdelegation from any of the liabilities undertaken in the Servicing Agreement which may legally be attributed or ascribed to it.

### **3.7.2.2 Term and substitution.**

The services shall be provided by the Servicer until all the obligations undertaken by the Servicer as Originator of the Mortgage Loans terminate, once all the Mortgage Loans have been repaid, or when the liquidation of the Fund concludes after it terminates, without prejudice to the possible early revocation of its appointment under the Servicing Agreement.

In the event of a breach by the Servicer of the obligations imposed on the Servicer under the Servicing Agreement or in the event of the Servicer's credit rating falling or being lost or its financial circumstances changing to an extent that may be detrimental to or place the financial structure of the Fund or Bondholders' rights and interests at risk, the Management Company shall, in addition to demanding the Servicer to fulfil the obligations laid down in the Servicing Agreement, do any of the following, where this is legally possible, inter alia and after notifying the Rating Agencies, in order for there to be no detriment to the rating assigned to the Bonds by the Rating Agencies: (i) demand the Servicer to subcontract or subdelegate to another institution performance of the obligations and undertakings made in the Servicing Agreement; (ii) have another institution with a sufficient credit rating and quality secure all or part of the Servicer's obligations; (iii) terminate the Servicing Agreement, in which case the Management Company shall previously designate a new Servicer having a sufficient credit quality that is not detrimental to the rating given to the Bonds by the Rating Agencies and accepting the obligations contained in the Servicing Agreement or, as the case may be, in a new servicing agreement.

Furthermore, in the event of insolvency, or indications thereof, administration by the Bank of Spain, liquidation or substitution of the Servicer or because the Management Company deems this reasonably justified, the Management Company may demand the Servicer to notify Obligors (and third-party guarantors and insurers, if any, providing damage insurance for the mortgaged properties) of the transfer to the Fund of the outstanding Mortgage Loans, and that the payments derived therefrom will only be effective as a discharge if made into the Treasury Account opened in the name of the Fund. However, both in the event of the Servicer failing to notify Obligors within five (5) Business Days of receiving the request and in the event of insolvency or liquidation of the Servicer, the Management Company itself shall notify Obligors (and third-party guarantors and insurers, if any) directly or, as the case may be, through a new Servicer it shall have designated observing, as the case may be, insolvency rules.

Upon early termination of the Servicing Agreement, the outgoing Servicer shall provide the new Servicer, on demand by the Management Company and as determined thereby, with the necessary documents and data files it may have in order for the new Servicer to carry on the relevant activities.

The Servicing Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each Series as final ratings by the start of the Subscription Period, or in the event of termination of the Bond Issue Management, Underwriting and Placement Agreement.

### **3.7.2.3 Liability of the Servicer and indemnity.**

The Servicer shall at no time have any liability whatsoever in relation to the obligations of the Management Company as manager of the Fund and manager of Bondholders' interests, nor in relation to the obligations of the Obligors derived from the Mortgage Loans, without prejudice to the liabilities undertaken thereby in the Deed of Constitution as Originator of the Mortgage Loans acquired by the Fund by subscribing for the Mortgage Certificates.

The Servicer takes on the obligation to indemnify the Fund or its Management Company for any damage, loss or expense resulting for the same on account of any breach by the Servicer of its obligations to custody, service and report on the Mortgage Loans and custody the Mortgage Certificates, established under the Servicing Agreement or in the event of breach of the provisions of paragraph 3 of section 2.2.9 of this Building Block.

The Management Company shall, for and on behalf of the Fund, have an executive action against the Servicer to enforce the principal and interest due on the Mortgage Certificates where the breach of the obligation to pay those items does not result from default by the Obligors.

Upon the Mortgage Loans terminating, the Fund shall, through its Management Company, retain a right of action against the Servicer until fulfilment of its obligations.

Neither Bondholders nor any other creditor of the Fund shall have any direct right of action whatsoever against the Servicer; that action shall lie with the Management Company, as the representative of the Fund, who shall have that action on the terms described in this section.

#### **3.7.2.4 Servicer's remuneration.**

In consideration of the custody, servicing and management of the Mortgage Loans and custody of the documents representing the Mortgage Certificates, the Servicer shall be entitled to receive in arrears on each Payment Date during the term of the Servicing Agreement, a servicing fee equal to 0.01% per annum, inclusive of VAT if there is no exemption, which shall accrue on the exact number of days elapsed in each Determination Period preceding the Payment Date and on the mean daily Outstanding Balance of the Mortgage Loans serviced during that Determination Period. If BANKINTER should be replaced in that servicing task, the Management Company will be entitled to change the above percentage fee for the new Servicer, which may be in excess of that agreed with BANKINTER under the Servicing Agreement. The servicing fee will be paid on the relevant Payment Date provided that the Fund has sufficient liquidity in the Priority of Payments or, as the case may be, in the Liquidation Priority of Payments.

If the Fund should, through its Management Company, due to a shortfall of liquidity in the Fund Priority of Payments, fail to pay on a Payment Date the full fee due to the Servicer, the overdue amounts shall accumulate without any penalty whatsoever on the fee payable on the following Payment Dates, until fully paid.

Furthermore, on each Payment Date, the Servicer shall be entitled to reimbursement of all Mortgage Loan servicing and management expenses of an exceptional nature incurred, such as in connection with legal and/or recovery actions, including procedural expenses and costs, or managing and overseeing the sale of properties and assets awarded to the Fund, after first justifying the same. Those expenses will be paid whenever the Fund has sufficient liquidity and in the Priority of Payments or, as the case may be, in the Liquidation Priority of Payments.

#### **3.8 Name, address and brief description of any swap, credit, liquidity or account counterparties.**

BANKINTER is the Fund's counterparty in the transactions listed below. The details relating to BANKINTER and its activities are given in section 3.5 of this Building Block.

- (i) Treasury Account:  
Guaranteed Interest Rate Account (Treasury Account) Agreement  
Description in section 3.4.4.1 of this Building Block.
- (ii) Amortisation Account:  
Guaranteed Interest Rate Account (Amortisation Account) Agreement  
Description in section 3.4.4.2 of this Building Block.
- (iii) Start-Up Loan:  
Start-Up Loan Agreement  
Description in section 3.4.3.1 of this Building Block.
- (iv) Interest Swap:  
Interest Swap Agreement  
Description in section 3.4.7.1 of this Building Block.

#### **4. POST-ISSUANCE REPORTING**

##### **4.1 Obligations and deadlines set to publicise and submit to the CNMV the periodic information on the economic and financial status of the Fund.**

As part of its Fund management and administration duty, the Management Company agrees to submit as promptly as possible or by the deadlines given, the information described hereinafter and such additional information as may be reasonably required of it.

##### **4.1.1 Ordinary information.**

The Management Company agrees to give the notices detailed below, observing the recurrence provided in each case.

###### **a) Notices to Bondholders referred to each Payment Date.**

1. Within the period comprised between the Interest Rate Fixing Date and not more than two (2) Business Days after each Payment Date, it shall proceed to notify Bondholders of the Nominal Interest Rate resulting for each Bond Series, and for the Interest Accrual Period after that Payment Date.
2. Quarterly, at least one (1) calendar day in advance of each Payment Date, it shall proceed to notify Bondholders of the following information:
  - i) Interest resulting from the Bonds in each Series, along with the amortisation of the Bonds.
  - ii) Furthermore, and if appropriate, interest and amortisation amounts accrued thereby and not settled due to a shortfall of Available Funds, in accordance with the rules of the Priority of Payments.
  - iii) The Outstanding Principal Balances of the Bonds in each Series, after the amortisation to be settled on each Payment Date, and the ratios of such Outstanding Principal Balances to the initial face amount of each Bond.
  - iv) Obligors' Mortgage Loan principal prepayment rate during the calendar quarter preceding the Payment Date.
  - v) The average residual life of the Bonds in each Series estimated assuming that Mortgage Loan principal prepayment rates shall be maintained and making all other assumptions as provided in section 4.10 of the Securities Note.

The foregoing notices shall be given in accordance with the provisions of section 4.1.3 below and will also be served on the CNMV, the Paying Agent, AIAF and Iberclear, within not more than one (1) Business Day before each Payment Date.

###### **b) Information referred to each Payment Date:**

In relation to the Mortgage Loans :

1. Outstanding Balance.
2. Interest and principal amount of instalments in arrears.
3. Interest rate and, if the interest floats, Mortgage Loan benchmark indices.
4. Mortgage Loan maturity dates.
5. Outstanding Balance of Doubtful Mortgage Loans and cumulative amount of Doubtful Mortgage Loans from the date of establishment of the Fund.

In relation to the economic and financial position of the Fund:

- Report on the source and subsequent application of the Available Funds and the Available Funds for Amortisation of Series A1, A2, A3, B, C and D in accordance with the Priority of Payments of the Fund.

This information shall be submitted to the CNMV.

**c) Annually, in relation to the Fund's Annual Accounts:**

Annual Accounts (balance sheet, profit & loss account and management report) and audit report within four (4) months of the close of each fiscal year, which shall also be filed with the CNMV.

**4.1.2 Extraordinary notices.**

The following shall be the subject of an extraordinary notice:

1. The Nominal Interest Rate determined for each Bond Series for the first Interest Accrual Period.
2. Other:

Any relevant event occurring in relation to the Mortgage Loans or Mortgage Certificates, the Bonds, the Fund and the Management Company proper, which may materially influence trading of the Bonds and, in general, any relevant change in the Fund's assets or liabilities, change in the Deed of Constitution, or in the event of termination of the establishment of the Fund or a decision in due course to proceed to Early Liquidation of the Fund and Early Amortisation of the Bond Issue in any of the events provided in this Prospectus. In the latter event, the Management Company shall send to the CNMV the notarial certificate of termination of the Fund and the liquidation procedure followed will be as referred to in section 4.4.4 of the Registration Document.

**4.1.3 Procedure to notify Bondholders.**

Notices to Bondholders to be made by the Management Company in accordance with the above, in regard to the Fund, shall be given as follows:

1. Ordinary notices.

Ordinary notices shall be given by a publication in the daily bulletin of AIAF Mercado de Renta Fija or any other replacement or similarly characterised bulletin, or by a publication in an extensively circulated business and financial or general newspaper in Spain. The Management Company or the Paying Agent may additionally disseminate that information or other information of interest to Bondholders through dissemination channels and systems typical of financial markets, such as Reuters, Bridge Telerate, Bloomberg or any other similarly characterised means.

2. Extraordinary notices.

Extraordinary notices shall be given by publication in an extensively circulated business and financial or general newspaper in Spain, and those notices shall be deemed to be given on the date of that publication, any Business or other calendar day (as established in this Prospectus) being valid for such notices.

Exceptionally, the Nominal Interest Rate determined for the Bonds in each Series for the first interest accrual period shall be notified in writing by the Management Company by the start of the Subscription Period to the Underwriter and Placement Agent in order to be reported to investors interested in subscribing for the Bonds. The Management Company will also notify this to the CNMV, the Paying Agent, AIAF and Iberclear.

3. Notices and other information.

The Management Company may provide Bondholders with notices and other information of interest to them through its own Internet pages or other similarly characterised teletransmission means.

**4.1.4 Information to the CNMV.**

The Management Company shall proceed to advise the CNMV of the periodic and extraordinary notices and information given in accordance with the provisions of the preceding sections, and of such other information as the CNMV may require of it or by the laws in force from time to time, irrespective of the above.

**4.1.5 Information to the Rating Agencies.**

The Management Company shall provide the Rating Agencies with periodic information as to the position of the Fund and the performance of the Mortgage Loans in order that they may monitor the rating of the Bonds and extraordinary notices. The Management Company shall also provide that information when it is reasonably required to do so and, in any event, whenever 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.

**Mario Masiá Vicente, as General Manager for and on behalf of EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN signs this Prospectus at Madrid, on October 2, 2007.**

*This is a Certified Translation into English of the Spanish Prospectus. No document other than the Spanish Prospectus registered by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.*

## GLOSSARY OF DEFINITIONS

“**Act 19/1992**” shall mean Investment Trusts and Companies System and Mortgage Securitisation Funds Act 19/1992, July 7.

“**Act 2/1981**” shall mean Mortgage Market Regulation Act 2/1981, March 25.

“**Act 2/1994**” shall mean Mortgage Loan Subrogation and Amendment Act 2/1994, March 30.

“**Act 3/1994**” shall mean Act 3/1994, April 14, adapting Spanish laws in the matter of credit institutions to the Second Banking Coordination Directive and introducing other changes in relation to the financial system.

“**AIAF**” shall mean AIAF Fixed-Income Market (*AIAF Mercado de Renta Fija*).

“**Amortisation Account**” shall mean the financial account opened in the name of the Fund at BANKINTER under the Guaranteed Interest Rate Account (Amortisation Account) Agreement.

“**Amortisation Account Provider**” shall mean the institution in which the Amortisation Account is opened.

“**Available Funds for Amortisation of Series A1, A2, A3, B, C and D**” shall mean the amount to be allocated to Series A1, A2, A3, B, C and D Bond amortisation on each Payment Date and shall be the Series A1, A2, A3, B, C and D Amortisation Withholding amount actually applied in seventh (7<sup>th</sup>) place of the Available Funds on the relevant Payment Date and exclusively on the Payment Date falling on April 20, 2009, the Amortisation Account balance.

“**Available Funds**” shall mean on each Payment Date, the amounts to be allocated to meeting the Fund’s payment or withholding obligations, which shall have been paid into the Treasury Account, as established in section 3.4.6.2.2 of the Building Block.

“**BANKINTER**” shall mean BANKINTER S.A.

“**Bankruptcy Act**” shall mean Act 22/2003, July 9.

“**Bond Issue Management, Underwriting and Placement Agreement**” shall mean the Bond Issue management, underwriting and placement agreement entered into between the Management Company, for and on behalf of the Fund, and BANKINTER, as Lead Manager and Underwriter and Placement Agent.

“**Bond Issue**” shall mean the issue of mortgage-backed bonds issued by the Fund having a face value of EUR one billion five hundred and twenty-five million five hundred thousand (1,525,500,000.00), consisting of fifteen thousand two hundred and fifty-five (15,255) Bonds comprised of seven Series (Series A1, Series A2, Series A3, Series B, Series C, Series D and Series E).

“**Bond Paying Agent Agreement**” shall mean the Bond paying agent agreement entered into by the Management Company, for and on behalf of the Fund, and BANKINTER, as Paying Agent.

“**Bonds**” or “**Asset-Backed Bonds**” shall mean the Class A Bonds (consisting of Series A1, A2 and A3), the Series B Bonds, the Series C Bonds, the Series D Bonds and the Series E Bonds issued by the Fund.

“**Building Block**” shall mean a Securities Note building block, prepared using the block provided in Annex VIII to Regulation 809/2004.

“**Business Day**” shall mean any day other than a public holiday in the city of Madrid or non-business day in the TARGET calendar (Trans European Automated Real-Time Gross Settlement Express Transfer System).

“**Cash Reserve**” shall mean the Initial Cash Reserve set up on the Closing Date and subsequently provisioned on each Payment Date up to the Required Cash Reserve amount.

“**CET**” shall mean “Central European Time”.

“**Class A Bonds**” shall mean the Series A1, A2 and A3 Bonds issued by the Fund having a total face amount of EUR one billion four hundred and fifty-three million four hundred thousand (1,453,400,000.00).

“**Class A**” shall mean the Class A Bonds issued by the Fund.

“**Closing Date**” shall mean October 11, 2007, the date on which the cash amount of the subscription for the Bonds shall be paid up and the face value of the Mortgage Certificates subscribed for by the Fund shall be paid.

“**CNMV**” shall mean National Securities Market Commission (*Comisión Nacional del Mercado de Valores*).

“**Conditions for Pro Rata Amortisation**” shall mean the conditions set down in section 4.9.3.6.4 of the Securities Note for amortisation of Series A1 and/or A2 and/or B and/or C and/or D.

“**CPR**” shall mean the effective constant annual early amortisation or prepayment rate at which average lives and durations of the Bonds are estimated in this Prospectus.

“**Deed of Constitution**” shall mean the public deed recording the establishment of the Fund, issue by BANKINTER of and subscription by the Fund for the Mortgage Certificates, and issue by the Fund of the Mortgage-Backed Bonds.

“**Delinquent Mortgage Loans**” shall mean Mortgage Loans that are delinquent on a given date with arrears in excess of three (3) months in payment of overdue amounts, excluding Doubtful Mortgage Loans.

“**Determination Dates**” shall mean the dates falling on the fourth (4<sup>th</sup>) Business Day preceding each Payment Date.

“**Determination Period**” shall mean the exact number of days elapsed between every two consecutive Determination Dates, each Determination Period excluding the beginning Determination Date and including the ending Determination Date. Exceptionally:

- (i) the duration of the first Determination Period shall be equal to the days elapsed between the date of establishment of the Fund, inclusive, and the first Determination Date, January 15, 2008, inclusive, and
- (ii) the duration of the last Determination Period shall be equal to the days elapsed a) until the Final Maturity Date or the date on which Early Liquidation of the Fund concludes, as provided for in section 4.4.3 of the Registration Document, on which the Mortgage Loans and the assets remaining in the Fund have been liquidated and all the Liquidation Available Funds have been distributed in the Liquidation Priority of Payments of the Fund, b) from the Determination Date preceding the Payment Date preceding the date referred to in a), including the first date but not including the last date.

“**Distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D**” shall mean the rules for applying the Available Funds for Amortisation of Series A1, A2, A3, B, C and D on each Payment Date established in section 4.9.3.6 of the Securities Note.

“**Doubtful Mortgage Loans**” shall mean Mortgage Loans that are delinquent on a given date with a period of arrears equal to or greater than eighteen (18) months in payment of overdue amounts or classified as bad debts by the Management Company because there are reasonable doubts as to their full repayment.

“**Early Amortisation**” shall mean Bond amortisation on a date preceding the Final Maturity Date in the Early Liquidation Events of the Fund in accordance with and subject to the requirements established in section 4.4.3 of the Registration Document.

“**Early Liquidation Events**” shall mean the events given in section 4.4.3 of the Registration Document where the Management Company, following notice duly served on the CNMV, is entitled to proceed to Early Liquidation of the Fund on a Payment Date.

**“Early Liquidation of the Fund”** shall mean liquidation of the Fund and thereby early amortisation of the Bond Issue on a date preceding the Final Maturity Date, in the events and subject to the procedure established in section 4.4.3 of the Registration Document.

**“Euribor”** shall mean the Euro Interbank Offered Rate which is the term interbank deposit offered rate in euros calculated as the daily average of the quotations supplied for fifteen maturity terms by a panel consisting of 57 Banks, from among the most active banks in the Euro zone. The rate is quoted based on a count of the actual days to maturity and a 360-day year, and is fixed at 11am (CET), accurate to three decimal places.

**“Europea de Titulización”** shall mean EUROPEA DE TITULIZACIÓN S.A. SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN.

**“Final Maturity Date”** shall mean the final Bond amortisation date, i.e. October 20, 2050 or the following Business Day if that is not a Business Day.

**“Financial Intermediation Agreement”** shall mean the financial intermediation agreement entered into between the Management Company, for and on behalf of the Fund, and BANKINTER.

**“Financial Intermediation Margin”** shall mean, with respect to the Financial Intermediation Agreement, the Originator’s right to receive from the Fund a variable subordinated remuneration which shall be determined and shall accrue upon expiration of every quarterly period, comprising, other than for the first period, the three calendar months preceding each Payment Date, in an amount equal to the positive difference, if any, between the income and expenditure accrued by the Fund, including losses, if any, brought forward from previous years, with reference to its accounts and before the close of the months of March, June, September and December, which are the last month in each quarterly period.

**“First Required Rating Threshold”** shall mean, under the Interest Swap and based on Moody’s criteria, Moody’s set requirements in order to be so rated. An entity shall have a First Rating Threshold (A) in the event that the short-term unsecured and unsubordinated debt obligations of that entity are rated P-1 by Moody’s and its long-term unsecured and unsubordinated debt obligations are rated at least as high as A2 by Moody’s, and (B) in the event that the short-term unsecured and unsubordinated debt obligations of that entity are not rated by Moody’s, if its long-term unsecured and unsubordinated debt obligations are rated at least as high as A1 by Moody’s.

**“Fund”** shall mean BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA

**“Guaranteed Interest Rate Account (Amortisation Account) Agreement”** shall mean the guaranteed interest rate account (Amortisation Account) agreement entered into by the Management Company, for and on behalf of the Fund, and BANKINTER.

**“Guaranteed Interest Rate Account (Treasury Account) Agreement”** shall mean the guaranteed interest rate account (Treasury Account) agreement entered into by the Management Company, for and on behalf of the Fund, and BANKINTER.

**“Iberclear”** shall mean Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.

**“Initial Cash Reserve”** shall mean the Cash Reserve set up on the Closing Date upon subscription for the Series E Bonds being paid up at a sum of EUR twenty-five million five hundred thousand (25,500,000.00).

**“Interest Accrual Period”** shall mean the days elapsed between every two consecutive Payment Dates, including the beginning Payment Date, but not including the ending Payment Date. The first Interest Accrual Period shall begin on the Closing Date, inclusive, and end on the first Payment Date, exclusive.

**“Interest Rate Fixing Date”** shall mean the second Business Day preceding each Payment Date.

**“Interest Swap Agreement”** or **“Interest Swap”** shall mean the floating interest swap agreement based on the standard 1992 ISDA Master Agreement (ISDA Master Agreement - Multicurrency - Cross Border) and the year 2000 definitions (ISDA 2000 Definitions) entered into between the Management Company, for and on behalf of the Fund, and BANKINTER.

**“IRR”** shall mean internal rate of return as defined in section 4.10.1 of the Securities Note.

**“Issuer”** shall mean BANKINTER 15 FONDO DE TITULIZACIÓN HIPOTECARIA

**“Lead Manager”** shall mean BANKINTER.

**“Liquidation Available Funds”** shall mean, in relation to the Liquidation Priority of Payments, on the Final Maturity Date or when there is a liquidation of the Fund, the amounts to be allocated to meeting the Fund’s payment or withholding obligations, as follows: (i) the Available Funds, (ii) the amounts obtained by the Fund from time to time upon disposing of the Mortgage Certificates and of the assets remaining and, as the case may be, (iii) the amount drawn under the credit facility arranged and exclusively used for amortisation of the Series A1, A2, A3, B, C and D Bonds then outstanding, in accordance with the provisions of section 4.4.3.3.(iii) of the Registration Document.

**“Liquidation Priority of Payments”** shall mean the order of priority of the Fund’s payment or withholding obligations for applying the Liquidation Available Funds on the Final Maturity Date or upon Early Liquidation of the Fund.

**“Management Company”** shall mean EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN.

**“Moody’s”** shall mean both Moody’s Investors Service España, S.A. and Moody’s Investors Service Ltd., the holding company to which Moody’s Investors Service España, S.A. is affiliated.

**“Mortgage Certificates”** shall mean the mortgage certificates issued by BANKINTER on the Mortgage Loans subject to the provisions of Act 2/1981, and subscribed for by the Fund.

**“Mortgage Loans”** shall mean the mortgage loans granted by BANKINTER to individuals with real estate mortgage security on finished homes located in Spain, their receivables to be mostly assigned by BANKINTER to the Fund upon BANKINTER issuing and the Fund subscribing for Mortgage Certificates.

**“Nominal Interest Rate”** shall mean the annual nominal interest rate, variable quarterly and payable quarterly, applicable to each Series and determined for each Interest Accrual Period, which shall be the result of adding (i) the Reference Rate and (ii) a margin for each Series as detailed in section 4.8.1.2 of the Securities Note.

**“Non-Delinquent Mortgage Loans”** shall mean Mortgage Loans that are not deemed to be Delinquent Mortgage Loans on a given date, excluding Doubtful Mortgage Loans.

**“Non-Doubtful Mortgage Loans”** shall mean Mortgage Loans that are not deemed to be Doubtful Mortgage Loans on a given date.

**“Obligors”** shall mean the borrowers (individuals) of the Mortgage Loans.

**“Originator”** shall mean BANKINTER, as originator of the Mortgage Loan receivables by issuing the Mortgage Certificates.

**“Outstanding Balance of the Mortgage Loans”** shall mean the sum of outstanding capital or principal and overdue capital or principal not paid into the Fund for each and every one of the Mortgage Loans.

**“Outstanding Principal Balance of Class A”** shall mean the sum of the outstanding principal to be repaid (outstanding balance) on a given date of all the Bonds in Series A1, Series A2 and Series A3 making up Class A.

**“Outstanding Principal Balance of the Series”** shall mean the sum of the outstanding principal to be repaid (outstanding balance) on a given date on all the Bonds making up the Series.

**“Paying Agent”** shall mean the institution servicing the Bonds. The Paying Agent shall be BANKINTER.

**“Payment Date”** shall mean January 20, April 20, July 20 and October 20 in each year or the following Business Day if any of those is not a Business Day. The first Payment Date shall be January 21, 2008, because January 20, 2008 is not a Business Day.

**“PRICEWATERHOUSECOOPERS”** shall mean Price Waterhouse Coopers Auditores S.L.

**“Priority of Payments”** shall mean the order of priority for applying the Fund’s payment or withholding obligations both for applying the Available Funds and for distribution of Available Funds for Amortisation of Series A1, A2, A3, B, C and D from the first Payment Date until the last Payment Date or Fund liquidation date, exclusive.

**“Prospectus”** shall mean this document.

**“RAMÓN & CAJAL”** shall mean RAMÓN & CAJAL ABOGADOS S.L.

**“Rating Agencies”** shall mean Moody’s Investors Service España, S.A. and Standard & Poor’s España, S.A.

**“Reference Rate”** shall mean, other than for the first Interest Accrual Period, three- (3-) month Euribor fixed at 11am (CET) on the Interest Rate Fixing Date, or, if this Euribor rate should not be available or be impossible to obtain, the substitute rates for which provision is made in section 4.8.1.3 of the Securities Note. The Reference Rate for the first Interest Accrual Period shall mean the rate resulting from a straight-line interpolation, taking into account the number of days in the first Interest Accrual Period, between three- (3-) month Euribor and four- (4-) month Euribor, fixed at 11am (CET) on the second Business Day preceding the Closing Date, or, upon the failure or impossibility to obtain these Euribor rates, the substitute rates for which provision is made in section 4.8.1.3 of the Securities Note.

**“Registration Document”** shall mean an asset-backed securities registration document, prepared using the outline provided in Annex VII to Regulation 809/2004.

**“Required Cash Reserve”** shall mean, on each Payment Date, the lower of the following amounts: (i) EUR twenty-five million five hundred thousand (25,500,000.00) and (ii) the higher of a) 3.40% of the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D, and b) a sum of EUR twelve million seven hundred and fifty thousand (12,750,000.00). Notwithstanding the above, the Required Cash Reserve shall not be reduced on the relevant Payment Date and shall remain at the Required Cash Reserve amount on the preceding Payment Date in any of the circumstances provided for in section 3.4.2.2 of the Building Block.

**“Required Ratings”** shall mean under the Interest Swap and based on S&P’s criteria the ratings required by S&P in order that Party B may continue as the Interest Swap Agreement counterparty.

**“Risk Factors”** shall mean the major risk factors linked to the issuer, the securities and the assets backing the issue.

**“Royal Decree 1310/2005”** shall mean Royal Decree 1310/2005, November 4, partly implementing Securities Market Act 24/1988, July 28, 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.

**“Royal Decree 685/1982”** shall mean Royal Decree 685/1982, March 17, implementing certain aspects of Mortgage Market Regulation Act 2/1981, and Royal Decree 1289/1991, August 2, amending certain of the previous Royal Decree’s articles.

**“Royal Decree 926/1998”** shall mean Royal Decree 926/1998, May 14, regulating asset securitisation funds and securitisation fund management companies.

“**Royal Decree Law 5/2005**” shall mean Royal Decree-Law 5/2005, March 11, on urgent measures for boosting productivity and improving public contracting.

“**S&P**” shall mean both Standard & Poor’s España, S.A. and Standard & Poor’s Rating Services, the holding company to which Standard & Poor’s España, S.A. is affiliated.

“**Second Required Rating Threshold**” shall mean, under the Interest Swap and based on Moody’s criteria, Moody’s set requirements in order to be so rated. An entity shall have the Second Required Rating Threshold (A) in the event that the short-term unsecured and unsubordinated debt obligations of that entity are rated P-2 by Moody’s and its long-term unsecured and unsubordinated debt obligations are rated at least as high as A3 by Moody’s, and (B) in the event that the short-term unsecured and unsubordinated debt obligations of that entity are not rated by Moody’s, if its long-term unsecured and unsubordinated debt obligations are rated at least as high as A3 by Moody’s.

“**Securities Market Act**” shall mean Securities Market Act 24/1988, July 28, amended by Act 37/1998, November 16, and Act 44/2002, November 22, and Royal Decree Law 5/2005, March 11, among other amendments.

“**Securities Note**” shall mean a securities note, prepared using the outline provided in Annex XIII to Regulation 809/2004.

“**Series A1 Bonds**” shall mean the Series A1 Bonds issued by the Fund having a total face amount of EUR two hundred and fifty-five million (255,000,000.00) comprising two thousand five hundred and fifty (2,550) Bonds having a unit face value of EUR one hundred thousand (100,000).

“**Series A1, A2, A3, B, C and D Amortisation Withholding**” shall mean, on each Payment Date, the positive difference if any on the Determination Date preceding the relevant Payment Date between (i) the sum of the Outstanding Principal Balance of Series A1, A2, A3, B, C and D, minus the Amortisation Account balance, and (ii) the Outstanding Balance of Non-Doubtful Mortgage Loans

“**Series A1**” shall mean the Series A1 Bonds issued by the Fund.

“**Series A2 Bonds**” shall mean the Series A2 Bonds issued by the Fund having a total face amount of EUR eight hundred and fifty-three million four hundred thousand (853,400,000.00) comprising eight thousand five hundred and thirty-four (8,534) Bonds having a unit face value of EUR one hundred thousand (100,000).

“**Series A2**” shall mean the Series A2 Bonds issued by the Fund.

“**Series A3 Bonds**” shall mean the Series A3 Bonds issued by the Fund having a total face amount of EUR three hundred and forty-five million (345,000,000.00) comprising three thousand four hundred and fifty (3,450) Bonds having a unit face value of EUR one hundred thousand (100,000).

“**Series A3**” shall mean the Series A3 Bonds issued by the Fund.

“**Series B Bonds**” shall mean the Series B Bonds issued by the Fund having a total face amount of EUR fifteen million eight hundred thousand (15,800,000.00) comprising one hundred and fifty-eight (158) Bonds having a unit face value of EUR one hundred thousand (100,000).

“**Series B**” shall mean the Series B Bonds issued by the Fund.

“**Series C Bonds**” shall mean the Series C Bonds issued by the Fund having a total face amount of EUR fifteen million eight hundred thousand (15,800,000.00) comprising one hundred and fifty-eight (158) Bonds having a unit face value of EUR one hundred thousand (100,000).

“**Series C**” shall mean the Series C Bonds issued by the Fund.

“**Series D Bonds**” shall mean the Series D Bonds issued by the Fund having a total face amount of EUR fifteen million (15,000,000.00) comprising one hundred and fifty (150) Bonds having a unit face value of EUR one hundred thousand (100,000).

“**Series D**” shall mean the Series D Bonds issued by the Fund.

“**Series E Bonds**” shall mean the Series E Bonds issued by the Fund having a total face amount of EUR twenty-five million five hundred thousand (25,500,000.00) comprising two hundred and fifty-five (255) Bonds having a unit face value of EUR one hundred thousand (100,000).

“**Series E**” shall mean the Series E Bonds issued by the Fund.

“**Servicer**” shall mean the institution in charge of custody and servicing of the Mortgage Loans and custody of the certificates representing the Mortgage Certificates under the Servicing Agreement, i.e. BANKINTER.

“**Servicing Agreement**” shall mean the Mortgage Loan custody and servicing and Mortgage Certificate document custody agreement entered into between the Management Company, acting for and on behalf of the Fund, and BANKINTER, as Servicer.

“**Start-Up Loan Agreement**” shall mean the commercial subordinated loan agreement entered into by the Management Company, for and on behalf of the Fund, and BANKINTER, for a sum of EUR one million four hundred thousand (1,400,000.00).

“**Start-Up Loan**” shall mean the loan granted by BANKINTER to the Fund, in accordance with the provisions of the Start-Up Loan Agreement.

“**Subscription Period**” shall mean the Bond subscription period comprised between 1pm (CET) and 2pm (CET) on October 9, 2007.

“**Treasury Account**” shall mean the financial account in euros opened at BANKINTER in the Fund's name, in accordance with the provisions of the Guaranteed Interest Rate Account (Treasury Account) Agreement, through which the Fund will make and receive payments .

“**Treasury Account Provider**” shall mean the institution in which the Treasury Account is opened.

“**Underwriter and Placement Agent**” shall mean BANKINTER.