

BANKINTER 6

FONDO DE TITULIZACIÓN DE ACTIVOS

ISSUE OF ASSET-BACKED BONDS

EUR 1,350,000,000

Series A	EUR	1,295,300,000	Aaa/AAA
Series B	EUR	27,700,000	A2/A+
Series C	EUR	27,000,000	Baa3/BBB+

Backed by mortgage certificates and pass-through certificates
issued on mortgage loans by



BANKINTER

Lead Managers

Morgan Stanley



BANKINTER



Underwriters

Morgan Stanley



Fortis Bank

Ahorro Corporación Financiera S.V.

Bear Stearns

EBN Banco

SCH

Paying Agent

Bankinter

Fund structured, constituted and managed by



Material Event concerning

BANKINTER 6 Fondo de Titulización de Activos

As provided for in the Prospectus for **BANKINTER 6 Fondo de Titulización de Activos** (the “Fund”) notice is given to the COMISIÓN NACIONAL DEL MERCADO DE VALORES of the following material event:

- On July 30, 2015, this Management Company notified a Material Event informing about the actual transfer of the Fund’s Treasury Account to SOCIÉTÉ GÉNÉRALE, Sucursal en España (“**SGSE**”), upon the signature of a new Guaranteed Interest Rate Account (Treasury Account) Agreement (the “**Treasury Account Agreement**”) by the Management Company, for and on behalf of the Fund, SGSE and BANKINTER, S.A., summing up the main terms of the aforementioned Treasury Account Agreement.
- On July 20, 2016, the parties to the Treasury Account Agreement have entered into an agreement amending but not terminating the Treasury Account Agreement in order, inter alia, to amend the yield terms of the Treasury Account effective from July 30, 2016.
- As a result of the aforementioned amendment agreement, the following section of the Fund Prospectus shall read as follows from July 30, 2016:

Section	Description
<p>V.3.1 Paragraph 2 (Treasury Account Agreement)</p>	<p>Positive balances, if any, on the Treasury Account will accrue daily interest at an annual nominal interest rate to be calculated based on the daily EONIA interest rate published by the Bank of Spain at its official site (the “EONIA”).</p> <p>If the difference between (i) the EONIA and (ii) a 0.05% margin, should be positive, interest shall be deemed to have accrued for the Fund, and the applicable interest rate shall be the interest resulting from subtracting a 0.05% (5 b.p.) margin per annum from the EONIA.</p> <p>If the EONIA should be above or equal to -0.06% and below or equal to 0.05%, no interest shall accrue for either Party.</p> <p>If the EONIA should be below -0.06%, interest shall be deemed to have accrued for the Treasury Account Provider and the applicable interest rate shall be the absolute value resulting from adding a 0.06% (6 b.p.) margin per annum to the EONIA.</p> <p>Interest shall be settled monthly and be calculated by SGSE based on a 365-day calendar year, and will be credited or charged to the actual Treasury Account on the first Business Day of the month after being settled. The calculation formula for obtaining the daily interest shall be as follows: daily balance on the Treasury Account multiplied by the relevant annual nominal interest rate, divided by 36,500.</p> <p>The yield provided for above may be reset by SGSE on July 30 of each year starting from July 30, 2017 (the “Reset Date”). The reset shall be notified by SGSE to the Management Company 60 days in advance of each Reset Date. The Management Company may decide to terminate the Treasury Account Agreement if it disagrees with the reset notified, effective as of the Reset Date, and SGSE shall transfer the amount credited to the Treasury Account</p>

Section	Description
	(together with interest, if any, accrued until the termination date) to the new treasury account opened in the name of the Fund specified by the Management Company.

Madrid, July 21, 2016

José Luis Casillas González
Attorney-in-fact

Paula Torres Esperante
Attorney-in-fact

Material Event concerning

BANKINTER 6 Fondo de Titulización de Activos

As provided for in the Offering Circular or Prospectus for **BANKINTER 6 Fondo de Titulización de Activos** (the “**Fund**”) notice is given to the COMISIÓN NACIONAL DEL MERCADO DE VALORES of the following material event:

- On June 16, 2015, this Management Company notified a material event reporting that the Rating Agency Standard & Poor’s (“**S&P**”) had on June 9, 2015 downgraded the credit rating assigned to BARCLAYS BANK PLC, which circumstance was reported because BARCLAYS BANK PLC, Sucursal en España is the Fund’s counterparty under the Guaranteed Interest Rate Account (Treasury Account) Agreement and the Paying Agent Agreement.
- The Fund’s Treasury Account has been transferred, effective from today’s date, July 30, 2015, to SOCIÉTÉ GÉNÉRALE Sucursal en España (“**SGSE**”) following the signature, on July 24, 2015, of a new Guaranteed Interest Rate Account (Treasury Account) Agreement by the Management Company, for and on behalf of the Fund, SGSE and BANKINTER, S.A. and after duly notifying BARCLAYS BANK, PLC Sucursal en España as the former provider of the Fund’s Treasury Account. On the same effective date, SGSE has been designated Bond Paying Agent following the signature, on July 24, 2015, of a new Paying Agent Agreement by the Management Company, for and on behalf of the Fund, SGSE and BANKINTER, S.A. and after duly notifying BARCLAYS BANK, PLC Sucursal en España, as the former Paying Agent.

The ratings for SOCIÉTÉ GÉNÉRALE’s short- and long-term unsecured and unsubordinated debt obligations assigned by the Rating Agencies are currently as follows:

	S&P	Moody’s
Short-term	A-1	P-1
Long-term	A	A2

- As a result of the new Agreements referred to above, the following sections of the Fund Prospectus shall henceforth read as follows:

Section	Description
V.3.1 Paragraph 2 (Treasury Account Agreement)	SGSE shall pay to the Fund, through its Management Company, and in relation to the amounts credited to the Treasury Account, an annual nominal interest rate, floating daily and settled quarterly, other than for the first interest accrual period the duration of and interest settlement for which shall be based on the duration of that period, applicable for each Interest Accrual Period to the positive daily balances if any on the Treasury Account, equal to the higher of: (a) zero percent (0%); and (b) the interest rate resulting from decreasing (i) daily EONIA, (ii) by a 0.05% margin, transformed to an interest rate based on calendar years (i.e., multiplied by 365 or, if a leap year, by 366 and divided by 360). That interest rate will be in force until July 30, 2016. Accrued interest, which shall be settled on February 26, May 26, August 26 and November 26 or, if any of those dates is not a Business Day, on the following Business Day, 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. The first Treasury Account interest settlement date at SGSE shall be August 26, 2015.

Section	Description
	<p>In this connection, the EONIA (Euro Overnight Index Average) reference rate shall mean the effective overnight interest rate calculated as the weighted average of all overnight unsecured lending transactions in the interbank market, carried out within the European Union and in European Free Trade Association (EFTA) countries. The calculation is made by the European Central Bank and is set between 6:45 PM and 7:00 PM (CET), and is reported with two decimals. The EONIA reference rate used for these purposes shall be the rate posted at the EMMI (European Money Markets Institute) website, or other screens supplying the same information.</p>
<p>V.3.7 Paragraph 4 (Paying Agent Agreement)</p>	<p>In consideration of the services to be provided by the Paying Agent, the Fund shall pay it, during the term of the Agreement on each Bond Payment Date, a fee of EUR one thousand five hundred (1,500.00), inclusive of taxes if any, which shall fall due on each Payment Date and be paid on the same Payment Date provided that the Fund has sufficient liquidity and in the Fund's Priority of Payments, or, in the event, in the Liquidation Priority of Payments. Additionally, for each refund of withholding tax on the Management Company's instructions, the Paying Agent will receive from the Fund a EUR fifty (€50) fee, plus the amount of applicable taxes, if any. The withholding refund amount shall be billed, as the case may be, on a monthly basis by SGSE to the Fund.</p>

Madrid, July 30, 2015

Mario Masiá Vicente
General Manager

This document is an English-language translation of the Spanish Offering Circular. No document other than the Spanish Offering Circular which has been verified and entered in the official registers of the Comisión Nacional del Mercado de Valores may be considered as having any legal effect whatsoever in respect to the Bonds.

This translation has been prepared for information purposes only. In the event of any discrepancy between the Spanish Offering Circular and the translation, the Spanish Offering Circular shall prevail.

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CHAPTER 0

0.1 Summary of the characteristics of the issued or offered securities covered by this full offering circular and of the procedure for their placement and allocation among investors.

The following are the main terms and conditions of this Bond Issue:

Class of security: Asset-Backed Bonds (the “**Bonds**”) represented by means of book entries.

Issuer: **BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS** (the “**Fund**”).

Issue Amount: Face value of EUR one billion three hundred and fifty million (1,350,000,000.00) consisting of 13,500 Bonds comprised of three Bond Series distributed as follows:

	Face Amount per Bond (EUR)	Number of Bonds	Series Total Face Amount (EUR)
Series A	100,000.00	12,953	1,295,300,000.00
Series B	100,000.00	277	27,700,000.00
Series C	100,000.00	270	27,000,000.00

Payment of interest and repayment of principal on the Series B Bonds is deferred with respect to the Series A Bonds, as provided in the Fund Priority of Payments.

Payment of interest and repayment of principal on the Series C Bonds is deferred with respect to the Series A and Series B Bonds, as provided in the Fund Priority of Payments.

Issue Price: 100 percent of the face value of each Bond, clear of taxes and subscription costs for the subscriber through the Fund.

Ratings: Provisional ratings have been assigned by the Rating Agencies Moody’s Investors Service España, S.A. (“**Moody’s**”) and Standard & Poor’s España, S.A (“**S&P**”) for each of the Bond Series issued by the Fund, as follows.

Bond Series	Moody’s Ratings	S&P Ratings
Series A	Aaa	AAA
Series B	A2	A+
Series C	Baa3	BBB+

The Rating Agencies expect to confirm those provisional ratings as final by the start of the Bond Subscription Period. Failure to do so would result in the Fund not being constituted, the Bond Issue not being made and the Mortgage Certificates and the Pass-Through Certificates not being issued and subscribed for.

The Rating Agencies may revise, suspend or withdraw the final ratings at any time, which would not constitute an early amortisation event of the Fund.

Secondary Bond-Trading Market: AIAF FIXED-INCOME MARKET (*AIAF MERCADO DE RENTA FIJA*) (“**AIAF**”).

The Management Company agrees that final listing of the Bonds on that market shall take place no later than one month after the Closing Date and shall at all events take place by the first Payment Date (February 26, 2004).

Institution in charge of the Bond accounting record: SOCIEDAD DE GESTIÓN DE LOS SISTEMAS DE REGISTRO, COMPENSACIÓN Y LIQUIDACIÓN DE VALORES S.A. (either “**Systems Company**” or “**Iberclear**”).

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

0.1.1 Interest rate:

The Bonds in each Series will accrue an annual nominal interest, variable quarterly and payable quarterly in arrears on each Payment Date, being the result of applying to the Bonds in each Series the corresponding nominal interest rate to the Outstanding Principal Balance on each Bond.

Accrual of Interest:

Interest will accrue in respect of Interest Accrual Periods. Every Interest Accrual Period will comprise the exact number of days elapsed between every two consecutive Payment Dates (February 26, May 26, August 26 and November 26 in every year), including the beginning Payment Date, but not including the ending Payment Date. The duration of the first Interest Accrual Period shall be equivalent to the days elapsed between the Closing Date, inclusive, and the first Payment Date, to wit February 26, 2004, exclusive.

The nominal interest rate shall be accrued on the exact number of days elapsed in each Interest Accrual Period for which it was determined, calculated on the basis of a 360-day year.

Nominal Interest Rate.

The Nominal Interest Rate shall be the result of adding: (i) the Reference Rate and (ii) the following margins for each of the Series, all of which shall be rounded up to the nearest thousandth of a percentage point.

- **Series A:** margin ranging between 0.22% and 0.25%, both inclusive.
- **Series B:** margin ranging between 0.55% and 0.75%, both inclusive.
- **Series C:** margin ranging between 1.20% and 1.60%, both inclusive.

The margin applicable to each of the Series, expressed as a percentage, shall be determined with one accord among the Lead Managers by 10am (CET time) on the day on which the Subscription Period begins (September 26, 2003).

Failing an agreement, the Management Company shall fix the specific margin in respect of those where no agreement was arrived at, as follows:

- **Series A:** 0.23% margin.
- **Series B:** 0.65% margin.
- **Series C:** 1.35% margin.

The final margins applicable to each of the Series fixed shall be notified by the Management Company by the start of the Subscription Period to the Lead Managers and the Underwriters and Placement Agents, to be reported to investors interested in subscribing for the Bonds. The Management Company will also notify this to the CNMV as further information in addition to this Offering Circular.

Other than for the first Interest Accrual Period, the Reference Rate for determining the nominal interest rate applicable to each of the Bond Series is three- (3-) month Euribor rate, fixed at 11am (CET time), or, upon the failure or impossibility to obtain the same, the substitute rates for which provision is made in section II.10.1.3 of the Offering Circular.

The nominal interest rate for each Series shall be set on the second Business Day preceding each Payment Date and shall apply for the following Interest Accrual Period.

Exceptionally, the nominal interest rate for the Bonds in each Series for the first Interest Accrual Period shall be determined taking as the Reference Rate the rate resulting from the straight-line interpolation between the three- (3-) month and the six- (6-) month Euribor rate, fixed on the second Business Day preceding the Closing Date, and shall be notified in writing by the Management Company by the start of the Subscription Period to the Lead Managers and the Underwriters and Placement Agents, to be reported to investors interested in subscribing for the Bonds. The Management Company will also notify this to the Comisión Nacional del Mercado de Valores (*National Securities Market Commission*) (the “CNMV”), the Paying Agent, the AIAF and Iberclear.

Payment of interest and repayment of principal.

Payment of interest and repayment of principal on the Bonds in each Series shall be made quarterly in arrears on each of the Payment Dates, which shall fall on February 26, May 26, August 26 and November 26 in each year or the following Business Day if any of those is not a Business Day. The first Payment Date shall be February 26, 2004.

In this Bond issue, Business Day shall mean any day other than a Saturday, Sunday, public holiday in the capital city of Madrid or non-business day in the TARGET calendar.

Payment of amounts due on each Series shall be made on each Payment Date provided that the Fund has sufficient liquidity to do so in the Priority of Payments described hereinafter.

0.1.2 Amortisation of the Bonds.

Redemption Price: 100 percent of the face value of each Bond.

Final amortisation of the Bonds:

Final amortisation shall take place on the Final Maturity Date of the Bonds, which shall be August 26, 2038, or the following Business Day if that is not a Business Day, notwithstanding the partial amortisations of the Bonds

in each Series and the possibility of an Early Amortisation of the Bond Issue, on the terms and conditions established in the Offering Circular.

Partial amortisation of the Bonds:

Irrespective of the Final Maturity Date, partial amortisations of the Bonds in each Series shall be made on the terms described below.

1. Series A Bonds.

Series A Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series A, distributed pro rata between the Bonds in Series A proper by reducing the face value of each Bond.

The first partial amortisation of the Series A Bonds shall take place on the first Payment Date (February 26, 2004). After that Payment Date, the Available Funds for Amortisation shall be applied to the amortisation of Series A, and shall be distributed for the amortisation of this Series in accordance with the rules for Distribution of Available Funds for Amortisation between each Series in the Fund Priority of Payments.

2. Series B Bonds.

Series B Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series B, distributed pro rata between the Bonds in Series B proper by reducing the face value of each Bond.

The first partial amortisation of Series B Bonds shall occur on the Payment Date after the Payment Date on which the Outstanding Principal Balance of Series B is equal to or greater than 4.10% of the Outstanding Principal Balance of the Bond Issue. After that Payment Date, the Available Funds for Amortisation shall also be applied, in addition to the amortisation of Series A and the amortisation of Series C, as the case may be, to the amortisation of Series B, and shall be distributed for the amortisation of that Series such that the above ratio between the Outstanding Principal Balances of Series B and the Bond Issue is kept at 4.10%, or a higher percentage closest thereto. The partial amortisation of Series B Bonds may however be stopped in certain circumstances for which provision is made in the rules for Distribution of Available Funds for Amortisation among the Bonds in each Series in the Fund Priority of Payments.

3. Series C Bonds.

Series C Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series C, distributed pro rata between the Bonds in Series C proper by reducing the face value of each Bond.

The first partial amortisation of Series C Bonds shall occur on the Payment Date after the Payment Date on which the Outstanding Principal Balance of Series C is equal to or greater than 4.00% of the Outstanding Principal Balance of the Bond Issue. After that Payment Date, the Available Funds for Amortisation shall also be applied, in addition to the amortisation of Series A and the amortisation of Series B, as the case may be, to the amortisation of Series C, and shall be distributed for the amortisation of that Series such that the above ratio between the Outstanding Principal Balances of Series C and of the Bond Issue is kept at 4.00%, or a higher percentage closest thereto. The partial amortisation of Series C Bonds may however be stopped

in certain circumstances for which provision is made in the rules for Distribution of Available Funds for Amortisation among the Bonds in each Series in the Fund Priority of Payments.

Early Amortisation of the Bonds.

Without prejudice to the Fund's obligation to amortise the Bonds on the Final Maturity Date or the partial amortisations on each Payment Date, as established in the preceding paragraphs, the Management Company shall be authorised, after notifying the CNMV, to proceed to an Early Liquidation of the Fund and hence an Early Amortisation, on a Payment Date, of the entire Bond Issue in the Liquidation Events in accordance with and subject to the requirements established in section III.8.1 of this Offering Circular.

0.1.3 Bond subscription and placement procedure.

Lead Managers:

- MORGAN STANLEY
- BANKINTER
- SOCIÉTÉ GÉNÉRALE

Underwriters and Placement Agents:

- MORGAN STANLEY
- SOCIÉTÉ GÉNÉRALE
- FORTIS BANK
- AHORRO CORPORACIÓN FINANCIERA S.V.
- BEAR STEARNS
- EBN BANCO
- SCH

Placement Agent:

- BANKINTER

Investors to whom the Bonds are offered.

The placement of the Bond Issue is targeted at institutional investors.

Subscription Period.

The Subscription Period shall commence at 12 o'clock noon (CET time) on September 26, 2003, and end at 3pm (CET time) on the same day.

Payment method and date.

The investors to whom the Bonds are allocated shall pay the relevant Underwriter and Placement Agent or Placement Agent by 1pm (CET time) on September 30, 2003 ("Closing Date"), for same day value, the relevant issue price for each Bond allocated for subscription.

0.1.4 National laws governing the securities and jurisdiction in the event of litigation.

The constitution of the Fund and the issue of the Bonds are subject to Spanish Law, and specifically to the legal system established by Royal Decree 926/1998, May 14, regulating asset securitisation funds and securitisation fund management companies ("Royal Decree 926/1998"), Investment Trusts and Companies System and Mortgage Securitisation Funds Act 19/1992, July 7, ("Act 19/1992") failing a provision in Royal Decree 926/1998 and to the extent applicable, by Securities Market Act 24/1988, July 28 (the "Securities Market Act"), as amended by Act 37/1998, November 16, and by Act 44/2002, November 22, 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") and Financial System Reform

Measures Act 44/2002, November 22, (“**Act 44/2002**”), and as prescribed by Royal Decree 291/1992, March 27, on Issues of and Public Offerings for the Sale of Securities (“**Royal Decree 291/1992**”), as amended by Royal Decree 2590/1998, December 7, and the Order dated July 12, 1993 implementing the same, and National Securities Market Commission Circular 2/1994, March 16, (“**Circular 2/1994**”) approving the standard Offering Circular for constituting Mortgage Securitisation Funds, and National Securities Market Commission Circular 2/1999, April 22, approving certain standard offering circulars for use in public issues and offerings of securities (“**Circular 2/1999**”).

The constitution of the Fund, the Bond issue and the agreements for transactions hedging financial risks and the rendering of services to be entered into by the Management Company on behalf of the Fund are subject to Spanish Law. In any event, the Deed of Constitution shall be governed by and construed in accordance with Spanish Laws.

All matters, disagreements, actions and claims deriving from the Management Company’s constitution, administration and legal representation of BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS, and the Bond issue by the same, shall be heard and decided by the competent Spanish Courts and Tribunals.

The Bondholders and the remaining creditors of the Fund shall have no recourse whatsoever against Obligors who may have defaulted on their payment obligations under the Mortgage Loans. Any such rights shall lie with the Management Company, representing the Fund holding the Mortgage Certificates and the Pass-Through Certificates issued backed by the Mortgage Loans.

The Bondholders and the remaining creditors of the Fund shall have no recourse whatsoever against the Fund or against the Management Company in the event of default of amounts due by the Fund resulting from a default of the Mortgage Loans by the relevant Obligors or breach by the other parties to the transactions arranged for and on behalf of the Fund.

The Bondholders and the remaining 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 by means of the relevant ordinary declaratory proceedings depending on the amount claimed.

0.2 Considerations regarding activities, financial position and most relevant circumstances of the Fund.

0.2.1 Nature of the Fund.

The constitution of and the issue of the Bonds by the Fund shall be subject to (i) the Deed of Constitution; (ii) Royal Decree 926/1998 and implementing regulations; (iii) Act 19/1992, failing a provision in Royal Decree 926/1998 and to the extent applicable; (iv) Act 3/1994; (v) Act 44/2002; (vi) Securities Market Act 24/1988, in regard to supervision, inspection and penalties, and (vii) all other legal and statutory provisions in force and applicable from time to time.

The Fund shall be a separate closed-end fund, devoid of legal personality. Its assets shall comprise the Mortgage Certificates and the Pass-Through Certificates pooled therein upon being constituted, and the Cash Reserve, and its liabilities shall comprise the Bonds issued, the Subordinated Loan and the Start-Up Loan, and the net worth of the Fund shall be nil. Additionally, the Fund arranges the Interest Swap which shall be reported in memorandum accounts.

The Fund shall be in existence until no later than August 26, 2038, the Final Maturity Date of the Bond Issue.

0.2.2 Representation of the Fund: Management Company.

The management and legal representation of the Fund lies with the Management Company, EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, on the terms set in Royal Decree 926/1998, Act 19/1992 and other applicable laws, without prejudice to the provisions of the Deed of Constitution.

It is also the Management Company's duty, as the manager of third-party funds, to represent and defend the interests of the holders of the Bonds issued by the Fund and of all its other ordinary creditors. Consequently, the Management Company shall safeguard at all times the interests of the Bondholders and all other creditors of the Fund, making its actions conditional on their protection and observing the provisions statutorily prescribed for that purpose. The Bondholders shall have no right of action 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 Offering Circular.

The Management Company shall notify the Bondholders of all and any circumstances that may be relevant to them, by publishing appropriate notices on the terms established in section III.5.2 of the Offering Circular.

The Management Company may be substituted on the terms and in the events provided in the Offering Circular.

0.2.3 Assets pooled in the Fund.

The credit rights making up the Fund assets shall exclusively consist of credit rights owned by BANKINTER derived from loans granted by BANKINTER to individuals with real estate mortgage security on finished residential homes located within Spanish territory, both directly and through subrogations of financing granted to developers for building homes, transferred by BANKINTER to the Fund (the "**Mortgage Loans**"), by means of the issue of Mortgage Certificates or Pass-Through Certificates in accordance with their respective individual characteristics. In this Chapter and elsewhere in the Offering Circular, the term "**Mortgage Loans**" shall be used in some definitions to generically refer to the Mortgage Certificates and the Pass-Through Certificates together, other than where reference is specifically made to the Mortgage Certificates and Pass-Through Certificates as such.

In the Deed of Constitution, the Management Company, for and on behalf of the Fund, and BANKINTER (the "**Originator**") shall perfect the issue by BANKINTER of the Mortgage Certificates and the Pass-Through Certificates on the Mortgage Loans and their subscription by the Fund.

The total Mortgage Loan capital or principal with respect to which BANKINTER will issue the Mortgage Certificates and the Pass-Through Certificates to be pooled in the Fund upon being constituted, shall be at least equal to EUR one billion three hundred and fifty million (1,350,000,000.00), the amount of the face value of the Bond Issue.

The Mortgage Loans will be fully and unconditionally assigned by means of the issue of the Mortgage Certificates and the Pass-Through Certificates for the entire term remaining until maturity.

The issue of the Mortgage Certificates and the Pass-Through Certificates shall be made in respect of 100 percent of the outstanding principal and ordinary and late-payment interest on the relevant Mortgage Loan, as well as all other amounts, assets or rights attaching to each of the Mortgage Loans, excluding the fees established in each of the Mortgage Loans, which shall remain for the benefit of BANKINTER.

The issue of mortgage participation certificates by BANKINTER (the “**Mortgage Certificates**”) shall take place on Mortgage Loans meeting the requirements laid down in Section 2 of Mortgage Market Regulation Act 2/1981, March 25. Mortgage Loans failing to meet those requirements because the outstanding principal balance as of the date of constitution is in excess of 80 percent of the appraisal value of the mortgaged property, shall be the subject of an issue by BANKINTER of pass-through certificates (the “**Pass-Through Certificates**”) in accordance with the provisions of article 18 of Financial System Reform Measures Act 44/2002, November 22.

The issue price of the Mortgage Certificates and the Pass-Through Certificates will be equal to the face value of the capital or principal of the Mortgage Loan.

The Fund’s rights resulting from the Mortgage Certificates and the Pass-Through Certificates will all be linked to the payments made by the Obligors of the Mortgage Loans and shall therefore be directly affected by their progress, delays, prepayments or any other incident related thereto.

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. 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 and the Pass-Through Certificates, other than where any of these or of the Mortgage Loans fail to conform to the representations set down in section IV.1.1 of this Offering Circular or the specific characteristics BANKINTER may have communicated to the Management Company, due to a failure by the relevant Mortgage Loan to so conform.

The Mortgage Loans shall consist of most of a selection of mortgage loans whose characteristics are described in section IV.4 of this Offering Circular. The outstanding principal on the 16,430 mortgage loans selected as of September 1, 2003 amounted on that date to EUR 1,409,104,458.60, of which EUR 1,409,010,335.11 was the outstanding principal and EUR 94,123.49 the overdue principal.

The following are the most significant characteristics of the 16,430 mortgage loans selected as of September 1, 2003:

-
- **Outstanding principal:**
 - EUR 85,758.39 (average)
 - EUR 12,054.29 (minimum)
 - EUR 296,661.97 (maximum)

 - **Age (by origination date):**
 - 19.43 months (weighted average*)
 - 8.02 months - 31.10.2002 (minimum)
 - 77.33 months - 24.03.1997 (maximum)

 - **Type of interest rate:**
 - Floating interest throughout

 - **Outstanding principal percentages according to benchmark indices and margin over weighted average index (“margin_{wa}”):**
 - 91.11% 1-year Euribor (+0.62margin_{mp}*)
 - 8.89% 1-year MIBOR (+0.79margin_{mp}*)

- **Nominal interest rate:** 3.334% (weighted average*)
2.410% (minimum)
5.440% (maximum)
- **Final maturity date:** 22.12.2035 (maximum)
12.01.2005 (minimum)
275.19 months (weighted average final maturity*)
- **Ratio outstanding principal/appraisal value:** 67.52% (weighted average*)
0.08% (minimum)
98.81% (maximum)
- **Geographical distribution by Autonomous Communities:** 28.54% Madrid
21.35% Catalonia
9.84% Andalusia
7.72% Valencian Community
6.75% Basque Country
25.80% 13 Communities (below 5%)

* Average weighted by outstanding principal of the selected mortgage loans.

0.2.4 Risk hedging and service transactions arranged for on behalf of the Fund.

In order to consolidate the financial structure of the Fund, enhance the safety or regularity in payment of the Bonds, cover the timing differences between the scheduled principal and interest flows on the Mortgage Loans and the Bonds, or, generally, transform the financial characteristics of the Bonds issued, and supplement management of the Fund, the Management Company shall, on behalf of the Fund, upon executing the Deed of Constitution, proceed to formally enter into the agreements established hereinafter, in accordance with the provisions of article 6.1 of Royal Decree 926/1998:

- (i) Guaranteed Interest Rate Account (Treasury Account) Agreement.
- (ii) Subordinated Loan Agreement.
- (iii) Start-Up Loan Agreement.
- (iv) Interest Swap Agreement.
- (v) Bond Issue Management, Underwriting and Placement Agreement.
- (vi) Mortgage Loan Servicing and Mortgage Certificate and Pass-Through Certificate Custody Agreement.
- (vii) Bond Paying Agent Agreement.

The Management Company may extend or amend the agreements entered into on the Fund's behalf, substitute each of the service providers to the Fund under those agreements and indeed, if necessary, enter into additional agreements, including new credit facility agreements, provided that the circumstances preventing the foregoing in accordance with the laws in force from time to time do not occur. In any event, those actions shall require that the Management Company first notify or secure the prior authorisation, if necessary, of the CNMV or competent administrative body and the Rating Agencies, and that such changes are not detrimental to the rating assigned to the Bonds by the Rating Agencies. Furthermore, those actions shall not require an amendment of the Deed of Constitution, save to the extent that they shall result in an amendment of the Fund Priority of Payments.

0.2.5 Ordinary priority rules in payments by the Fund.

Source and application of funds from the first Payment Date until the last Payment Date or liquidation of the Fund, inclusive.

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 between the preceding Payment Date, exclusive, and the current Payment Date, inclusive.
- b) Ordinary and late-payment interest income received on the Mortgage Loans between the preceding Payment Date, exclusive, and the current Payment Date, inclusive.
- c) The return received on the amounts credited to the Treasury Account.
- d) The amount with which the Cash Reserve is provisioned on the current Payment Date.
- e) Amounts received under the Interest Swap Agreement.
- f) Any other amounts received by the Fund between the preceding Payment Date, exclusive, and the current Payment Date, inclusive, including those resulting from the sale or utilisation of properties or rights awarded to the Fund.

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 (the “**Priority of Payments**”), irrespective of the time of accrual, other than item number 1, which may be made at any time as and when due:

1. 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 amounts reimbursable to the Servicer, provided they are all properly supported, shall be made to the Servicer under the Servicing Agreement in this priority.
2. Payment of the Interest Swap Agreement amount and, in the event of termination of that Agreement following a breach by the Fund, payment of the amount payable by the Fund comprising the settlement payment
3. Payment of interest due on the Series A Bonds.
4. Amortising Series A Bond principal.

This application will only occur in the event that, on the current Payment Date, upon calculating the Available Funds for Amortisation of the Series A, B and C Bond principal under item 7 below, there is to be an Amortisation Deficiency in excess of the Outstanding Principal Balance of Series C.

The Series A Bond principal amount to be amortised shall be calculated in the manner established in item 7 below for calculating the Available Funds for Amortisation of the Series A, B and C Bond principal.

5. Payment of interest due on the Series B Bonds.
6. Payment of interest due on the Series C Bonds.
7. Amortising Series A, B and C Bond principal in an amount equivalent to the positive difference, if any, between (i) the Outstanding Principal Balance of the Bond Issue on the day preceding the current Payment Date, and (ii) the Outstanding Balance of the Mortgage Loans on the current Payment Date in good standing in payments of amounts due or, if delinquent, with an arrears of less than eighteen (18) months.

Depending on the liquidity existing on each Payment Date, the amount actually applied to amortising the Series A, B and C Bond principal shall make up the Available Funds for Amortisation which shall be applied to each of the Series in accordance with the rules for Distribution of Available Funds for Amortisation between each Series established hereinafter in this same section.

8. Withholding of an amount sufficient for the Required Cash Reserve to be maintained.
This application shall not occur on the last Payment Date or Fund liquidation date.
9. Payment of the amount payable by the Fund making up the settlement payment under the Interest Swap Agreement in the event of that Agreement being terminated for a breach by Fund counterparty.
10. Payment of interest due on the Start-Up Loan.
11. Repayment of Start-Up Loan principal in the amortised amount.
12. Payment of interest due on the Subordinated Loan at the Subordinated Loan ordinary interest rate.
13. Repayment of Subordinated Loan principal in the amortised amount.
14. Payment to the Servicer under the Servicing Agreement of the fee for servicing the Mortgage Loans.
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, may come before item 14, and indeed be moved to item 1 above, along with the other payments included in the relevant item.
15. Payment of the variable remuneration of the Subordinated Loan.

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 remaining Available Funds shall be pro

rated among the amounts payable under each such item, and the amount applied to each item shall be applied in the priority in which the accounts payable fall due.

Distribution of Available Funds for Amortisation among each Series.

The Available Funds for Bond Amortisation shall be distributed among the three Series to be amortised in accordance with the following rules:

1. Until the first Payment Date (inclusive) on which the Outstanding Principal Balance of Series B and the Outstanding Principal Balances of Series B and C are respectively equal to or greater than 4.10% or 4.00% of the Outstanding Principal Balance of the Bond Issue, the Available Funds for Amortisation shall be fully used for amortising the Series A Bonds.
2. From the Payment Date after the date on which the ratios established in rule 1 above are respectively equal to or greater than said 4.10% or 4.00%, the Available Funds for Amortisation shall be applied to amortising Series A and Series B and C, and be distributed among the same such that the above ratios of (i) the Outstanding Principal Balances of Series B and of Series C to (ii) the Outstanding Principal Balance of the Bond Issue are respectively kept at 4.10% and 4.00%, or higher percentages closest thereto.

The Available Funds for Amortisation will however not be applied on the Payment Date to amortising Series B and Series C if any of the following circumstances occur:

- a) That the amount of the Cash Reserve provisioned is less than the Required Cash Reserve.
- b) That there is an Amortisation Deficiency.

The Available Funds for Amortisation will not be applied either to amortising Series B or Series C, as the case may be, on the Payment Date, if on the Determination Date for the current Payment Date the amount of (i) sum of the Outstanding Balance of the Mortgage Loans with an arrears in excess of three (3) months and less than eighteen (18) months in payment of amounts due in relation to (ii) the Outstanding Balance of the Mortgage Loans in good standing in payment of amounts due or, if delinquent, with an arrears of less than eighteen (18) months on that same date, is in excess of 2.25% in order not to proceed to amortise Series B or is in excess of 2.00% in order not to proceed to amortise Series C.

3. From the Payment Date, inclusive, on which the amount of the Outstanding Balance of the Mortgage Loans is less than 10 percent of the initial Outstanding Balance upon the Fund being constituted or on the Payment Date for Fund liquidation, the Available Funds for Amortisation shall be sequentially applied firstly to amortising Series A until it is fully amortised, secondly to amortising Series B until it is fully amortised and thirdly to amortising Series C until it is fully amortised.

0.2.6 Liquidation and termination of the Fund.

Termination of the Fund.

The Fund shall terminate in the following events:

- (i) Upon the Mortgage Certificates and the Pass-Through Certificates pooled therein being fully amortised.
- (ii) By the Early Liquidation procedure established in section III.8.1.

- (iii) At all events, upon the Fund being finally liquidated on the Final Maturity Date established for final Bond amortisation.
- (iv) Upon the Fund constitution terminating in the event that the Rating Agencies should not confirm the assigned provisional ratings as final ratings by the start of the Subscription Period.

Early Liquidation of the Fund.

Following notice served on the CNMV, the Management Company shall be entitled to proceed to an early liquidation (“**Early Liquidation**”) of the Fund and thereby an early amortisation, on a Payment Date, of the entire Bond Issue (“**Early Amortisation**”), when, in addition to the other Early Liquidation Events contained in section III.8.1, the Outstanding Balance of the Mortgage Loans pending amortisation is less than 10 percent of the initial Outstanding Balance and provided that the payment obligations derived from the Bonds issued by the Fund may be honoured and settled in full in the Priority of Payments, in accordance with the authorisation established in article 5.3 of Act 19/1992, and subject to the same requirements and procedures contained in said section III.8.1.

In order to proceed to that Early Liquidation of the Fund, it shall be necessary for the authorisations required to do so, as the case may be, to have been obtained from the CNMV or competent administrative authorities or bodies, and for Bondholders to be given thirty (30) Business Days’ notice, as prescribed in section III.5.2 of the Offering Circular, of the Management Company’s resolution to proceed to an early liquidation of the Fund.

0.3

Risks inherent in the Bonds.

a) Risk of default on the Mortgage Loans.

The holders of Bonds issued by the Fund shall bear the risk of default on the Mortgage Loans pooled therein by means of the issue of the Mortgage Certificates and the Pass-Through 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 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 and the Pass-Through Certificates, other than where any of these or of the Mortgage Loans fail to conform to the representations contained in section IV.1.1 of this Offering Circular, or the specific characteristics of the Mortgage Loans notified by BANKINTER to the Management Company.

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) Prepayment risk of the Mortgage Loans.

There will be an early amortisation of the Mortgage Certificates and the Pass-Through Certificates pooled in the Fund when the Obligors of the Mortgage Loans prepay the portion of principal pending repayment, on the terms set in each of the Mortgage Loan documents. Similarly, there will be a full amortisation of the Mortgage Certificates and the Pass-Through Certificates in the event that BANKINTER should be substituted in the relevant Mortgage Loans by any other financial institution licensed to do so or in any other event having the same effect.

The risk of that early amortisation shall pass quarterly on each Payment Date to the Bondholders by the partial amortisation of the Bonds.

c) Limited hedging.

An investment in the Bonds may be affected, among other circumstances, by a downturn in general economic conditions adversely affecting payments of the Mortgage Loans backing the Bond Issue of the Fund. A high level of delinquency might reduce or indeed eliminate the limited hedging against Mortgage Loan portfolio losses that the Bonds have as a result of the existence of the credit enhancement transactions described in section V.3 of this Offering Circular. Moreover, the degree of subordination in payment of interest and repayment of Series C Bond principal with respect to the Series A Bonds and Series B Bonds and of the Series B Bonds with respect to the Series A Bonds derived from their position in the Fund Priority of Payments, is a mechanism for distinctly hedging the different Series.

d) 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.

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.

e) Yield.

Repayment of the Mortgage Loans is influenced by a number of geographic, economic and social factors such as seasonality, market interest rates, the Obligor's employment and economic status and the general level of economic activity, preventing their predictability.

The calculation of the internal rate of return, average life and duration of the Bonds is subject, inter alia, to assumed Mortgage Loan prepayment and delinquency rates that may not be fulfilled, and on future market interest rates, given the floating nature of the nominal interest rate of each Series.

f) Late-payment interest.

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

g) No right of action.

The Bondholders and the remaining creditors of the Fund shall have no recourse whatsoever against Obligor of the Mortgage Loans who may have defaulted on their payment obligations thereunder. Any such rights shall lie with the Management Company, representing the Fund holding the Mortgage Certificates and the Pass-Through Certificates.

The Bondholders and the remaining creditors of the Fund shall have no recourse whatsoever against the Fund or against the Management Company in the event of default of amounts due by the Fund resulting from a default of the Mortgage Loans by the relevant Obligor or breach by the other parties to the transactions arranged for and on behalf of the Fund.

Neither the Fund nor the Bondholders shall have any right of action respectively against the Originator or against the Management Company other than as derived from breaches of their respective duties and hence at no event as a result of the existence of default or early amortisation.

CHAPTER I

PERSONS TAKING RESPONSIBILITY FOR AND BODIES SUPERVISING THE CONTENTS OF THE OFFERING CIRCULAR

I.1 Persons taking responsibility for the contents of the Offering Circular.

I.1.1 Full name, Spanish identity or personal identification document number and position or powers of the individual(s) taking responsibility for the contents of the Offering Circular on behalf of the Management Company.

Mr MARIO MASIÁ VICENTE, of full age, who holds Spanish Tax Identification number 50,796,768-A, acting for and on behalf of EUROPEA DE TITULIZACIÓN S.A. SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN (the “**Management Company**”), sponsoring BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS (the “**Fund**”), takes responsibility for the contents of this Offering Circular.

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 constituting the Fund pursuant to authorities conferred by the Board of Director’s Executive Committee at its meeting held on September 5, 2003.

EUROPEA DE TITULIZACIÓN S.A. SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN has its registered office at Madrid, Calle Lagasca, number 120, and VAT Reg. no. A-80514466.

I.1.2 Specification that the above-mentioned individual(s) believe(s) that the information contained in the Offering Circular is truthful and that no fact has been omitted that might alter its scope.

Mr MARIO MASIÁ VICENTE confirms that, to the best of his knowledge and understanding, the facts and figures contained in the Offering Circular are truthful and that no relevant detail has been omitted nor has misleading information been included.

I.2 Supervisory Bodies.

The constitution of the Fund and issue of the Asset-Backed Bonds (hereinafter also the “**Bonds**”) are subject to the condition precedent of their verification and registration in the Official Registers of the Comisión Nacional del Mercado de Valores (the “**CNMV**”), in accordance with the provisions of article 5.1.e) of Royal Decree 926/1998.

This full Offering Circular regarding the constitution of the Fund and issue of the Bonds has been verified and entered in the Official Registers of the CNMV on September 24, 2003.

Registration of the Offering Circular by the CNMV does not imply recommending subscription for or purchase of the securities referred to therein, nor indeed any statement whatsoever as to the solvency of the Fund or yield of the issued or offered securities.

I.3 Name, address and qualifications of the auditors who have verified the number, amount and characteristics or features of the assets securitised through the Fund.

Appendix V to this Offering Circular contains the Audit Report on a selection of portfolio mortgage loans of BANKINTER, which shall mostly be assigned to the Fund, making up the Mortgage Loans assigned to the Fund by means of the issue of the Mortgage Certificates and the Pass-Through Certificates. That Report was drawn up by the firm PRICEWATERHOUSECOOPERS AUDITORES, S.L. (“**PRICEWATERHOUSECOOPERS**”), entered in the Official Register of Auditors (ROAC) under number S0242 and having its registered office in Madrid, Paseo de la Castellana number 43.

In addition to other matters, that Report deals with verifying fulfilment of the terms required by Act 2/1981, and additional provision five of Act 3/1994, as worded by article 18 of Act 44/2002, for issuing the Mortgage Certificates and the Pass-Through Certificates.

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

BANKINTER agrees in accordance with the provisions of section IV.1.2.5 of this Offering Circular that, if in spite of its own enquiries and those of the above-mentioned auditor, the existence of any Mortgage Loan not fully observing the representations contained in section IV.1.1 of this Offering Circular or the specific characteristics of the Mortgage Loans BANKINTER shall have communicated to the Management Company should be detected, then BANKINTER will forthwith replace the relevant Mortgage Certificate or Pass-Through Certificate or proceed to an early amortisation thereof, as the case may be, in accordance with the provisions of section IV.1.2.5.

CHAPTER II

INFORMATION REGARDING THE SECURITIES ISSUED BY THE FUND

II.1 Information on prerequisites and resolutions necessary for the Fund to be constituted and on the securities issued by the Fund, and also on the terms for the Fund to acquire the assets (Mortgage Loans assigned for the issue of Mortgage Certificates and Pass-Through Certificates) subject of the securitisation process.

II.1.1 Issue resolutions and statutory requirements.

a) Corporate resolutions.

Resolution to assign mortgage loans by means of the issue of mortgage certificates and pass-through certificates:

The Board of Directors of BANKINTER S.A. (“BANKINTER”) held on May 14, 2003 resolved to authorise the assignment to an Asset Securitisation Fund of loans or credit rights taken from Bankinter’s portfolio of loans.

Attached as Appendix II to this Offering Circular is a photocopy of a transcript of the resolutions of the Board of Directors of BANKINTER.

Resolution to set up the Fund:

At its meeting dated September 5, 2003, the Executive Committee of the Board of Directors of EUROPEA DE TITULIZACIÓN S.A. SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN resolved that:

- i) BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS be set up in accordance with the legal system for which provision is made in Royal Decree 926/1998 and in Act 19/1992.
- ii) Loans with mortgage security assigned by BANKINTER be pooled in the Fund by means of the issue by BANKINTER of and subscription by the Fund for mortgage certificates or pass-through certificates, in accordance with the provisions of Act 2/1981, Royal Decree 685/1982, Act 3/1994 and Act 44/2002.
- iii) The Bonds be issued by the Fund.

Attached as Appendix III is a photocopy of a transcript of the resolutions of the Executive Committee of the Board of Directors of the Management Company.

b) Verification and Registration by the CNMV.

The constitution of the Fund and issue of the Bonds are subject to the condition precedent of their verification and registration in the Official Registers of the CNMV of the Offering Circular and other supporting documents, in accordance with the provisions of article 5.1. of Royal Decree 926/1998. This Offering Circular concerning the constitution of the Fund and issue of the Bonds was verified by the CNMV and entered in its official registers on September 24, 2003.

c) Execution of the Fund public deed of constitution.

Upon the CNMV verifying and registering this Offering Circular and without the Bond Subscription Period having yet begun, the Management Company and BANKINTER, the institution issuing the Mortgage Certificates and the Pass-Through Certificates, shall proceed to execute a public deed whereby BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS will be constituted, the Mortgage Loans will be assigned by means of the issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates and the Bonds will be issued (the “**Deed of Constitution**”), on the terms provided in article 6 of Royal Decree 926/1998.

The Deed of Constitution shall be submitted to the CNMV to be entered in the public registers before the Bond Subscription Period begins.

II.1.2 Information on prerequisites and resolutions for listing on the Stock Exchange or on an organised secondary market.

The Bonds issued by the Fund shall be exclusively represented by means of book entries and the Fund Deed of Constitution shall have the effects provided in article 6 of the Securities Market Act. The Management Company shall, for and on behalf of the Fund, forthwith upon the execution of the Deed of Constitution, apply for the issue to be included in Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (either “**Systems Company**” or “**Iberclear**”) or any other institution hereafter taking its stead, and, once the Bonds have been paid up, for this Bond issue to be included on AIAF Fixed-Income Market (“**AIAF**”), which is a recognised official secondary securities market pursuant to Transitional Provision six of Securities Market Act Reform Act 37/1998, November 16, in order for the Bonds to be traded, cleared and settled in accordance with the operating rules which may be established now or henceforth by Iberclear and AIAF, or any other replacement institution. It is expected that definitive AIAF listing will be achieved not later than one month after the Closing Date and shall at all events have taken place by the first Payment Date (February 26, 2004).

II.2 Prior administrative authorisation of the Bond Issue.

No prior administrative authorisation other than prior verification and registration of the Offering Circular by the CNMV is required.

The CNMV has made no warning or consideration concerning the constitution of the Fund and issue of the Bonds.

II.3 Assessment of the risk inherent in the securities issued by the Fund by a rating firm recognised by the CNMV.

The Management Company has entrusted the assessment of the credit risk of the Bonds to Moody’s Investors Service España, S.A. and Standard & Poor’s España, S.A., which rating agencies (jointly the “**Rating Agencies**”) are recognised by the CNMV, for the purposes of the provisions of article 5.8 of Act 19/1992.

Moody’s Investors Service España, S.A. is an affiliated Spanish company operating in accordance with the methodology, standards and quality control of Moody’s Investors Service Limited (each of them “**Moody’s**”

without distinction). On September 23, 2003, Moody's Investors Service España, S.A. assigned the following provisional ratings to each of the Bond Series, and expects to assign the same final ratings by the start of the Bond Subscription Period.

Bond Series	Moody's Ratings
Series A	Aaa
Series B	A2
Series C	Baa3

Standard & Poor's España, S.A. is an affiliated Spanish company operating in accordance with the methodology, standards and quality control of Standard & Poor's Rating Services (each of them "S&P" without distinction). On September 23, 2003, Standard & Poor's España, S.A. assigned the following provisional ratings to each of the Bond Series, and expects to assign the same final ratings by the start of the Bond Subscription Period.

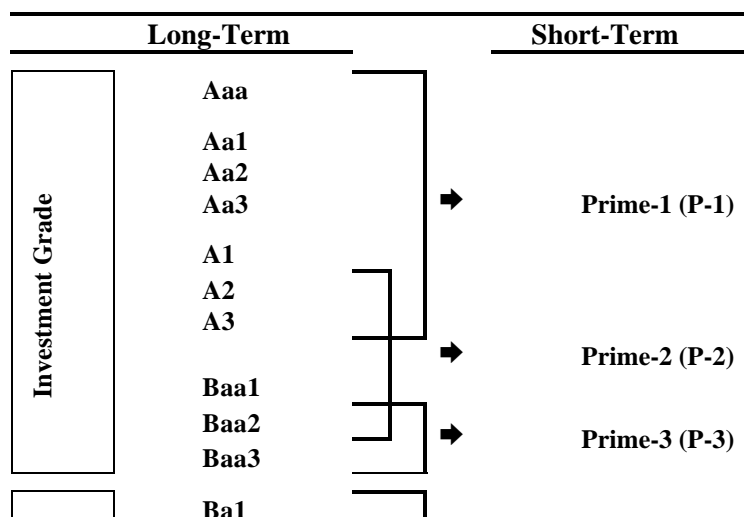
Bond Series	S&P Ratings
Series A	AAA
Series B	A+
Series C	BBB+

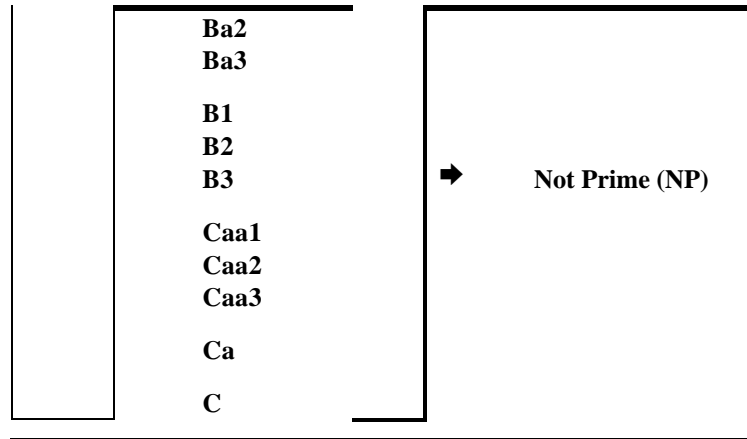
If the Rating Agencies should not confirm the assigned provisional ratings as final by the start of the Subscription Period, this circumstance would forthwith be notified to the CNMV and be publicised in the manner for which provision is made in section III.5.2.c). Furthermore, this circumstance would result in the Fund constitution, issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates and Bond Issue being terminated.

Appendix IV to this Offering Circular contains a copy of the letters notifying the provisional ratings assigned by Moody's and S&P.

Ratings given by Moody's.

The following are Moody's rating scales for long- and short-term debt issues:





The following is the meaning ascribed by Moody's to the long- and short-term ratings used in this Offering Circular.

Long-Term

- Aaa** Bonds which are rated "Aaa" are judged to be of the best quality. They carry the smallest degree of investment risk and are generally referred to as "gilt-edged". Interest payments are protected by a large or by an exceptionally stable margin and the principal is secure.
- Aa** Bonds which are rated "Aa" are judged to be of high quality by all standards. Together with the Aaa group they comprise what are generally known as high-grade bonds. They are rated lower than the best bonds because margins of protection may not be as large as in Aaa securities or fluctuation of protective elements may be of greater amplitude or there may be other elements present which make the long-term risk appear somewhat larger than the Aaa securities.
- A** Bonds which are rated "A" possess many favourable investment attributes and are to be considered as upper-medium-grade obligations. Factors giving security to principal and interest payments are considered adequate, but elements may be present which suggest a susceptibility to impairment some time in the future.
- Baa** Bonds which are rated "Baa" are considered as medium-grade obligations. Interest payments and principal security appear adequate for the present but certain protective elements may be lacking or may be characteristically unreliable over any great length of time. Such bonds lack outstanding investment characteristics and in fact have speculative characteristics as well.

Moody's applies numerical modifiers 1, 2, and 3 in each long-term rating category from Aa through Caa, inclusive. Modifier 1 indicates that the security ranks in the higher end of its rating category; modifier 2 indicates a mid-range ranking; and modifier 3 indicates a ranking in the lower end.

Short-Term

- P-1** Superior ability to repay short-term debt obligations.

Ratings given by S&P.

The following are S&P's rating scales for long- and short-term debt issues:

	Long-Term		Short-Term
Investment Grade	AAA		A -1+
	AA+		
	AA		
	AA-		
	A+		
	A		
	A-		
	BBB+		
	BBB		
	BBB-		
Speculative Grade	BB+		B
	BB		
	BB-		
	B+		
	B		
	B-		C
	CCC+		
	CCC		
	CCC-		
	CC		
C			
D		D	

The following is the meaning ascribed by S&P to the long- and short-term ratings used in this Offering Circular.

Long-Term:

- AAA** An obligor rated “AAA” has extremely strong capacity to meet its financial commitments. “AAA” is the highest rating assigned by S&P.
- AA** An obligor rated “AA” has very strong capacity to meet its financial commitments. It differs from the highest rated obligors only in small degree.
- A** An obligor rated “A” has strong capacity to meet its financial commitments but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligors with higher-rated categories.
- BBB** An obligor rated “BBB” has adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments.

Ratings from “AA” to “CCC”, inclusive, may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories.

Short-Term:

- A-1** An obligor rated “A-1” has strong capacity to meet its financial commitments. It is rated in the highest category by S&P. Within this category, certain obligors are designated with a plus sign (+). This indicates that the obligor’s capacity to meet its financial commitments is extremely strong.

Rating considerations.

The ratings assigned to each of the Bond Series is the Rating Agencies’ opinion about the level of credit risk, the Fund’s ability to meet payments of interest as they fall due on each set Payment Date and payment of the

principal of the issue throughout the life of the transaction and, at all events, before the Final Maturity Date. The rating takes into account the structure of the Bond issue, the legal aspects thereof and of the issuing Fund, the characteristics of the mortgage loans selected to be assigned to the Fund by means of the issue of the Mortgage Certificates and the Pass-Through Certificates and the regularity and continuity of the operating flows.

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.

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 the Bondholders, in accordance with the provisions of section III.5.2.

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, auditors, lawyers and other experts.

Undertakings by the Management Company.

The Management Company, on behalf of the Fund, agrees to report regularly to the Rating Agencies as to the status of the Fund and the performance of the Mortgage Loans. It shall also report when reasonably required to do so and in any event whenever there is a change in the conditions of the Fund, in the agreements entered into by the Fund through its Management Company or in the parties concerned.

II.4 Nature and denomination of the securities offered specifying the issue or series number.

The amount of the issue of asset-backed bonds (the “**Bond Issue**” or the “**Bonds**”) totals a face value of EUR one billion three hundred and fifty million (1,350,000,000.00) and consists of thirteen thousand five hundred (13,500) Bonds denominated in euros and comprised of three (3) Bond Series as detailed in section II.6 below.

II.4.1 Legal system of the securities, specifying the procedures guaranteeing the certainty and effectiveness of the rights of their first and subsequent holders. Servicing implications in each of the series of securities

issued by the Fund of the compulsory connection between the schedule of principal and interest payments on those securities and the cash flows of the assets securitised through the Fund.

The constitution of and the Bond Issue by the Fund are carried out pursuant to Royal Decree 926/1998 and Act 19/1992 failing a provision in Royal Decree 926/1998 and to the extent applicable, and in accordance with Act 3/1994 and Act 44/2002.

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.

As provided in section II.5 of this chapter, the Bonds shall be represented by means of book entries. The Bondholders will be identified as such when entered in the accounting record kept by Iberclear or any other replacement organisation, and the relevant member may issue certificates of title when so requested by the Bondholder and at the Bondholder's expense; the provisions of Title I, Chapter I, section four of the Book Entries and Stock Exchange Transaction Clearing and Settlement Royal Decree 116/1992, February 14, ("**Royal Decree 116/1992**") will apply in this connection.

The Bonds may be freely transferred by any means admissible at Law and in accordance with the rules of the market on which they are listed. A transfer in the accounts 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. In this sense, no claim may be lodged against a third party acquiring the Bonds represented by book entries for valuable consideration from whoever has capacity to transfer the same, according to the book entries, unless he acted in bad faith or with gross negligence at the time of the acquisition.

The Bondholders are bound in respect of interest payment and principal repayment of the Bonds in each Series by the Fund Priority of Payments.

In order to cover timing differences between the scheduled flows of repayment of principal and interest on the Mortgage Loans and on the Bonds in each Series, the Management Company, on behalf of the Fund, shall enter into a Guaranteed Interest Rate Account (Treasury Account) Agreement with BANKINTER whereby the amounts received by the Fund from the Mortgage Loans, as both repayment of principal and interest, as well as the amounts referred to in section V.3.1 of the Offering Circular, will be invested until the following Bond Payment Date, on which the principal repayment and interest payment on the Bonds shall fall due. Furthermore, the Fund has other financial hedging transactions covering up to a limit the risk of shortfall of the Fund's resources to service the Bonds and which have been deemed sufficient by the Rating Agencies to assign each Bond Series the rating referred to in section II.3 of this Offering Circular.

II.4.2 Other implications and risks that might, due to the legal and economic nature of the assets pooled in the Fund, affect servicing of the securities issued by the Fund as a result of the process for securitising those assets.

a) Risk of default on the Mortgage Loans.

The holders of Bonds issued by the Fund shall bear the risk of default on the Mortgage Loans pooled therein by means of the issue of the Mortgage Certificates and the Pass-Through 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 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 and the Pass-Through Certificates, other than where any of these or of the Mortgage Loans fail to conform to the representations contained in section IV.1.1 of this Offering Circular, or the specific characteristics of the Mortgage Loans notified by BANKINTER to the Management Company.

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) Prepayment risk of the Mortgage Loans.

There will be an early amortisation of the Mortgage Certificates and the Pass-Through Certificates pooled in the Fund when the Obligors of the Mortgage Loans prepay the portion of principal pending repayment, on the terms set in each of the Mortgage Loan documents. Similarly, there will be a full amortisation of the Mortgage Certificates and the Pass-Through 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 (“**Act 2/1994**”) or in any other event having the same effect.

The risk of that early amortisation shall pass quarterly on each Payment Date to the Bondholders by the partial amortisation of the Bonds, in accordance with the provisions of section II.11.3.2 of this Offering Circular.

c) Limited hedging.

An investment in the Bonds may be affected, among other circumstances, by a downturn in general economic conditions adversely affecting payments of the Mortgage Loans backing the Bond Issue of the Fund. A high level of delinquency might reduce or indeed eliminate the limited hedging against Mortgage Loan portfolio losses that the Bonds have as a result of the existence of the credit enhancement transactions described in section V.3 of this Offering Circular. Moreover, the degree of subordination in payment of interest and repayment of Series C Bond principal with respect to the Series A Bonds and Series B Bonds and of the Series B Bonds with respect to the Series A Bonds derived from their position in the Fund Priority of Payments, is a mechanism for distinctly hedging the different Series.

d) 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.

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 established in section III.8.1 of this Offering Circular.

e) Yield.

Repayment of the Mortgage Loans is influenced by a number of geographic, economic and social factors such as seasonality, market interest rates, the Obligors' employment and economic status and the general level of economic activity, preventing their predictability.

The calculation of the internal rate of return, average life and duration of the Bonds is subject, inter alia, to assumed Mortgage Loan prepayment and delinquency rates that may not be fulfilled, and on future market interest rates, given the floating nature of the nominal interest rate of each Series.

f) Late-payment interest.

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

g) No right of action.

The Bondholders and the remaining creditors of the Fund shall have no recourse whatsoever against Obligors of the Mortgage Loans who may have defaulted on their payment obligations thereunder. Any such rights shall lie with the Management Company, representing the Fund holding the Mortgage Certificates and the Pass-Through Certificates.

The Bondholders and the remaining creditors of the Fund shall have no recourse whatsoever against the Fund or against the Management Company in the event of default of amounts due by the Fund resulting from a default of the Mortgage Loans by the relevant Obligors or breach by the other parties to the transactions arranged for and on behalf of the Fund.

Neither the Fund nor the Bondholders shall have any right of action respectively against the Originator or against the Management Company other than as derived from breaches of their respective duties and hence at no event as a result of the existence of default or early amortisation.

II.5 Form of representation and name and place of business of the institution in charge of the accounting record.

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 this connection, and for the record, the Deed of Constitution shall have the effects prescribed by article 6 of the Securities Market Act.

Iberclear 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 listed on the AIAF, and represented by book entries, established now or henceforth by Iberclear and AIAF or any other replacement institution. Such designation shall be entered in the Official Registers of the CNMV.

Bondholders shall be identified as such when entered in the accounting record kept by the members of Iberclear or any other replacement institution.

Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., has its place of business at calle Pedro Teixeira, no. 8, Madrid.

II.6 Amount of the Bond Issue.

The amount of the Bond Issue totals a face value of EUR one billion three hundred and fifty million (1,350,000,000.00) and consists of thirteen thousand five hundred (13,500) Bonds denominated in euros and comprised of three (3) Bond Series distributed as follows:

- (i) Series A having a total face amount of EUR one billion two hundred and ninety-five million three hundred thousand (1,295,300,000.00) comprising twelve thousand nine hundred and fifty-three (12,953) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (“**Series A**” or the “**Series A Bonds**” without distinction).
- (ii) Series B having a total face amount of EUR twenty-seven million seven hundred thousand (27,700,000.00) comprising two hundred and seventy-seven (277) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (“**Series B**” or the “**Series B Bonds**” without distinction).
- (iii) Series C having a total face amount of EUR twenty-seven million (27,000,000.00) comprising two hundred and seventy (270) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (“**Series C**” or the “**Series C Bonds**” without distinction).

Payment of interest and repayment of principal on the Series B Bonds is deferred with respect to the Series A Bonds, as provided in the Fund Priority of Payments.

Payment of interest and repayment of principal on the Series C Bonds is deferred with respect to the Series A and Series B Bonds, as provided in the Fund Priority of Payments.

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

II.7 Face and actual amounts of each security.

The Bonds are issued at 100 percent of their face value. The issue price of the Bonds in each of Series A, B and C shall be EUR one hundred thousand (100,000) per Bond.

The expenses and taxes attaching to the Bond issue shall be borne by the Fund.

II.8 Fees and related expenses of every description that must be borne by the investors upon subscribing for the securities issued by the Fund.

The Fund, as Bond issuer, shall neither shift to nor charge the investor any expense item whatsoever for subscribing for the Bonds. The issue price detailed in section II.7 above is clear of taxes and subscription costs for the subscriber through the Fund.

II.9 Fees borne by the holders of the securities issued by the Fund.

The expenses of including the Bond Issue in the accounting record of Iberclear shall be borne by the Fund and may not be shifted to the Bondholders. Iberclear charges no fee whatsoever for maintaining a balance.

In accordance with the laws in force for the time being, the members of Iberclear may nevertheless establish such fees and expenses to be charged to the Bondholder, for managing securities, as they may freely determine, and duly notified to the Bank of Spain or the CNMV, being their supervisory bodies.

II.10 Interest rate clause.

II.10.1 Bond interest rate.

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

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

The withholdings, contributions and taxes established or to be established in the future on the principal, interest or return of the Bonds, shall be borne exclusively by the Bondholders, and their amount shall be deducted, as the case may be, by the Management Company, for and on behalf of the Fund, as provided by law.

II.10.1.1 Interest accrual.

For interest accrual purposes, the duration of each Bond Series shall be divided into successive interest accrual periods (“**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 days elapsed between the Closing Date, inclusive, and the first Payment Date, to wit February 26, 2004, exclusive.

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

II.10.1.2 Nominal Interest Rate.

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

- (i) the reference rate (“**Reference Rate**”), as established in the following section, and
- (ii) a margin for each Series as follows:
 - **Series A:** margin ranging between 0.22% and 0.25%, both inclusive.
 - **Series B:** margin ranging between 0.55% and 0.75%, both inclusive.
 - **Series C:** margin ranging between 1.20% and 1.60%, both inclusive.

The margin applicable to each of the Series, expressed as a percentage, shall be determined with one accord among the Lead Managers by 10am (CET time) on the day on which the Subscription Period begins (September 26, 2003).

Failing an agreement, the Management Company shall fix the specific margin in respect of those where no agreement was arrived at, as follows:

- **Series A:** 0.23% margin.
- **Series B:** 0.65% margin.
- **Series C:** 1.35% margin.

The final margins applicable to each of the Series fixed shall be notified by the Management Company by the start of the Subscription Period to the Lead Managers and the Underwriters and Placement Agents, to be reported to investors interested in subscribing for the Bonds. The Management Company will also notify this to the CNMV as further information in addition to this Offering Circular. The final margin applicable to each of the Series shall be set down on the notarial certificate recording payment of the Bond Issue.

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

II.10.1.3 Reference Rate and determining the same.

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

- i) Euribor, “Euro Interbank Offered Rate”, calculated and distributed by the BRIDGE financial information system under an FBE (“Federation Bancaire de l’Union Europeene”) mandate, with a three- (3-) month maturity, other than for the first Interest Accrual Period, fixed at 11am (CET time “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 the three- (3-) month Euribor rate and the six- (6-) month Euribor rate 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:

$$IR = [((D-90)/90) \times E6] + [(1-((D-90)/90)) \times E3]$$

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 rate.

E6 = Six- (6-) month Euribor rate.

The Euribor rate is currently the term interbank deposit offered rate in euros calculated as the daily average of the quotations supplied 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 time), accurate to three decimal places.

ii) In the event that the 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 deposit transactions in euros with a three- (3-) month maturity, on the Interest Rate Fixing Date, declared by the banks listed below, following a simultaneous request to each of them:

- Banco Bilbao Vizcaya Argentaria S.A. (Madrid).
- Banco Popular Español, S.A. (Madrid).
- Banco Santander Central Hispano, S.A. (Madrid).
- Barclays Bank plc. (London).
- BNP Paribas (Paris).
- Deutsche Bank AG (Frankfurt).

In the event that it should be impossible to apply the above substitute Reference Rate, due to the failure by any or several of said banks to provide a statement of quotations, 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.

iii) If the rates established in paragraphs i) and ii) above should not be available or be impossible to obtain, the last Euribor or substitute Reference Rate applied to the last Interest Accrual Period shall apply, and so on for successive Interest Accrual Periods whilst matters remain the same.

On each of the Interest Rate Fixing Dates, the Paying Agent shall notify the Management Company of the Reference Rate determined in accordance with paragraphs i) and ii) above.

II.10.1.4 Interest Rate Fixing Date.

The Nominal Interest Rate applicable to each of the Bond Series for every Interest Accrual Period shall be determined by the Management Company, for and on behalf of the Fund, as provided in sections II.10.1.2 and II.10.1.3 above, on the second Business Day before each Payment Date (the “**Interest Rate Fixing Date**”) and will apply for the following Interest Accrual Period.

Exceptionally, the Nominal Interest Rate of the Bonds in each of the Series for the first Interest Accrual Period shall be determined by the Management Company as provided in sections II.10.1.2 and II.10.1.3 above, taking as the Reference Rate the rate resulting from the straight-line interpolation of three- (3-) and six- (6-) month Euribor rate on the second Business Day preceding the Closing Date, and shall be notified in writing by the start of the Subscription Period to the Lead Managers and the Underwriters and Placement Agents 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, the AIAF and Iberclear.

The nominal interest rates determined for each of the Bond Series for successive Interest Accrual Periods shall be communicated to the Bondholders within the time period and in the manner for which provision is made in sections III.5.2.a) and c).

II.10.1.5 Formula for calculating the interest.

Interest settlement for each of the Series, payable on each Payment Date for each Interest Accrual Period, shall be calculated 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 euro cent.

P = Outstanding Principal Balance of the Bonds in the Series at the beginning of the Interest Accrual Period for that Payment Date.

R = Nominal interest rate of the Series expressed as a yearly percentage.

d = Number of days actually corresponding to each Interest Accrual Period.

a) Example for fixing the Nominal Interest Rate.

As established in this section and for an easier understanding by the subscriber of the system for fixing the Nominal Interest Rate and the amount of the interest to be received for each Bond in each Series on the first Payment Date, the manner of calculating the same for the following event is shown below:

Amounts in EUR	Series A Bonds	Series B Bonds	Series C Bonds
1 Outstanding Principal Balance per Bond	100,000.00	100,000.00	100,000.00
2 Interest Accrual Period Days	149	149	149
3 3- to 6- month* interpolated Euribor Rate	2.1743	2.1743	2.1743
4 Margin**	0.235	0.650	1.400
5 Nominal interest rate: rounded to the nearest ten thousandth of a percentage point	2.409	2.824	3.574
6 Calculation of the interest accrued per Bond (1)x(2)x(5)/36000	997.058	1,168.822	1,479.239
7 Amount of interest payable per Bond: rounded to the nearest euro cent	997.06	1,168.82	1,479.24

* 3-month Euribor: 2.150% and 6-month Euribor: 2.187%, as of September 16, 2003.

** Average margin within the range established for each Bond Series.

b) Informative table on the evolution of the reference rate to be used.

For merely illustrative purposes, below are details of the three- (3-) month Euribor rates published on certain dates over the last two years, which, other than the first date, would match the Interest Rate Fixing Dates on the EURIBOR01 electronic page supplied by Reuters, and the Nominal Interest Rate that would result if applied to each of the Bond Series in the event that the applicable margins should be 0.235% for the Series A Bonds, 0.650% for the Series B Bonds and 1.400% for the Series C Bonds:

Dates	3-month Euribor	Series A Bonds	Series B Bonds	Series C Bonds
16 September 2003	2.150	2.385	2.800	3.550
22 August 2003	2.147	2.382	2.797	3.547
24 July 2003	2.122	2.357	2.772	3.522
24 June 2003	2.146	2.381	2.796	3.546
22 May 2003	2.358	2.593	3.008	3.758
24 April 2003	2.552	2.787	3.202	3.952
24 March 2003	2.529	2.764	3.179	3.929
24 February 2003	2.592	2.827	3.242	3.992
23 January 2003	2.823	3.058	3.473	4.223
24 December 2002	2.945	3.180	3.595	4.345
22 November 2002	3.043	3.278	3.693	4.443
24 October 2002	3.240	3.475	3.890	4.640
24 September 2002	3.292	3.527	3.942	4.692
22 August 2002	3.369	3.604	4.019	4.769
24 July 2002	3.383	3.618	4.033	4.783
24 June 2002	3.463	3.698	4.113	4.863
22 May 2002	3.487	3.722	4.137	4.887
22 April 2002	3.389	3.624	4.039	4.789
22 March 2002	3.401	3.636	4.051	4.801
22 February 2002	3.355	3.590	4.005	4.755
24 January 2002	3.369	3.604	4.019	4.769
21 December 2001	3.339	3.574	3.989	4.739
22 November 2001	3.380	3.615	4.030	4.780
24 October 2001	3.575	3.810	4.225	4.975
24 September 2001	3.661	3.896	4.311	5.061

II.10.2 Dates, place, institutions and procedure for paying interest.

Interest on the Bonds in each of the Series will be paid until they are fully amortised in arrears on February 26, May 26, August 26 and November 26 of each year or the following Business Day if any of those days is not a Business Day (each of those dates, a “**Payment Date**”), on the terms established in section II.10.1. of this Offering Circular.

In the event that any of February 26, May 26, August 26 and November 26 should not be a Business Day, the Payment Date shall be the following Business Day, and interest for the then-current Interest Accrual Period will accrue until said first Business Day, not inclusive.

The first interest Payment Date for the Bonds in all the Series shall be February 26, 2004, and interest will accrue at the relevant nominal interest rate between the Closing Date, inclusive, and February 26, 2004, exclusive.

For the purposes of this Bond Issue, Business Days shall be deemed to be all days other than a:

- Saturday,
- Sunday,
- public holiday in the capital city of Madrid, or

- non-business day in the TARGET calendar (Trans European Automated Real-Time Gross Settlement Express Transfer System).

Both the interest resulting for the Bondholders in each of the Series and the amount, if any, of the interest accrued and not paid, shall be notified to the Bondholders as described in sections III.5.2.a) and c) of this Offering Circular, at least one (1) calendar day in advance of each Payment Date.

Interest accrued on the Bonds shall be paid on each Payment Date provided that the Fund has sufficient liquidity to do so in the Priority of Payments.

In the event that on a Payment Date the Fund should be unable to make full or partial payment of the interest accrued by the Bonds in any of the Series, in the Priority of Payments, the amounts that the Bondholders should not have received shall be accumulated on the following Payment Date to the 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 shortage of Available Funds.

The Fund, through its Management Company, may not defer Bond interest payment beyond August 26, 2038, the Final Maturity Date, or the following Business Day if that date 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.

II.10.3 Simple confirmation of the priority of the interest payment of the securities issued by the Fund in the Fund priority of payments, and specification of the section and pages of this offering circular in which the rules of priority established in the Fund's payments are described, and specifically those affecting interest payments on those securities.

Payment of interest accrued by the Series A Bonds is third (3rd) in the Priority of Payments established in section V.4.2.2, page 130 of this Offering Circular.

Payment of interest accrued by the Series B Bonds is fifth (5th) in the Priority of Payments established in said section, page 130 of this Offering Circular.

Payment of interest accrued by the Series C Bonds is sixth (6th) in the Priority of Payments established in said section, page 130 of this Offering Circular.

II.11 Amortisation of the Bonds.

II.11.1 Bond redemption price.

The redemption price of the Bonds in each of the Series shall be EUR one hundred thousand (100,000) per Bond, equivalent to 100 percent of their face value, payable as established in section II.11.2 of this Chapter.

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.

II.11.2 Specific characteristics of the Amortisation of each of the Bond Series.

II.11.2.1 Amortisation of Series A Bonds.

Series A Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series A, distributed pro rata between the Bonds in Series A proper by reducing the face value of each Bond.

The first partial amortisation of the Series A Bonds shall take place on the first Payment Date (February 26, 2004). After that Payment Date, the Available Funds for Amortisation shall be applied to the amortisation of Series A, and shall be distributed for the amortisation of this Series in accordance with the rules for Distribution of Available Funds for Amortisation between each Series in the Fund Priority of Payments.

The final amortisation of the Series A Bonds shall occur no later than the Final Maturity Date (August 26, 2038 or the following Business Day), notwithstanding the partial amortisations for which provision is made and the fact that the Management Company may, for and on behalf of the Fund, and as provided for in section II.11.3.2, proceed to the Early Amortisation of the Bond Issue before the Final Maturity Date.

II.11.2.2 Amortisation of Series B Bonds.

Series B Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series B, distributed pro rata between the Bonds in Series B proper by reducing the face value of each Bond.

The first partial amortisation of Series B Bonds shall occur on the Payment Date after the Payment Date on which the Outstanding Principal Balance of Series B is equal to or greater than 4.10% of the Outstanding Principal Balance of the Bond Issue. After that Payment Date, the Available Funds for Amortisation shall be also applied, in addition to the amortisation of Series A and the amortisation of Series C, as the case may be, to the amortisation of Series B, and be distributed for the amortisation of that Series such that the above ratio between the Outstanding Principal Balances of Series B and the Bond Issue is kept at 4.10%, or a higher percentage closest thereto. The partial amortisation of Series B Bonds may however be stopped in certain circumstances for which provision is made in the rules for Distribution of Available Funds for Amortisation between each Series in the Fund Priority of Payments which are also contained in section II.11.3.1.5.

The final amortisation of the Series B Bonds shall occur no later than the Final Maturity Date (August 26, 2038 or the following Business Day), notwithstanding the partial amortisations for which provision is made and the fact that the Management Company may, for and on behalf of the Fund, and as provided for in section II.11.3.2, proceed to the Early Amortisation of the Bond Issue before the Final Maturity Date.

II.11.2.3 Amortisation of Series C Bonds.

Series C Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series C, distributed pro rata between the Bonds in Series C proper by reducing the face value of each Bond.

The first partial amortisation of Series C Bonds shall occur on the Payment Date after the Payment Date on which the Outstanding Principal Balance of Series C is equal to or greater than 4.00% of the Outstanding Principal Balance of the Bond Issue. After that Payment Date, the Available Funds for Amortisation shall also be applied, in addition to the amortisation of Series A and the amortisation of Series B, as the case may be, to the amortisation of Series C, and be distributed for the amortisation of that Series such that the above ratio between the Outstanding Principal Balances of Series C and the Bond Issue is kept at 4.00%, or a higher percentage closest thereto. The partial amortisation of Series C Bonds may however be stopped in certain circumstances for which provision is made in the rules for Distribution of Available Funds for Amortisation between each Series in the Fund Priority of Payments which are also contained in section II.11.3.1.5.

The final amortisation of the Series B Bonds shall occur no later than the Final Maturity Date (August 26, 2038 or the following Business Day), notwithstanding the partial amortisations for which provision is made and the fact that the Management Company may, for and on behalf of the Fund, and as provided for in section II.11.3.2, proceed to the Early Amortisation of the Bond Issue before the Final Maturity Date.

II.11.3 Common characteristics for Amortising the Bonds in each of the Bond Series.

II.11.3.1 Partial amortisation.

Irrespective of the Final Maturity Date and without prejudice to the Early Amortisation of the Bond Issue in the event of Early Liquidation of the Fund, the Fund shall, through its Management Company, proceed to make partial amortisations of the Bonds in each Series on the Payment Dates in accordance with the specific amortisation terms for each of the Series as established in section II.11.2 and on the terms described hereinafter in this section common to the three (3) Bond Series.

II.11.3.1.1 Determination Dates.

These will be the dates falling on the third Business Day preceding each of the Payment Dates on which the Management Company on behalf of the Fund will make all necessary calculations to distribute or withhold the Available Funds which the Fund shall dispose of on the relevant Payment Date, in the Priority of Payments.

II.11.3.1.2 Outstanding Principal Balance of the Bonds.

The Outstanding Principal Balance of a Series shall be the sum of the principal pending amortisation (outstanding balance) on a given date of all the Bonds in that Series, such balances to include the principal amounts that should have been repaid, as the case may be, and were not paid due to a shortage of Available Funds for Amortisation of the Bonds, in the Fund Priority of Payments.

Moreover, the Outstanding Principal Balance of the Bond Issue shall be the sum of the Outstanding Principal Balance of each of the three (3) Series making up the Bond Issue.

II.11.3.1.3 Outstanding Balance of the Mortgage Loans.

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

Moreover, that definition can be applied to a Mortgage Loan, the Outstanding Balance being the sum of the capital or principal not yet due and the capital or principal due and not paid into the Fund on that Mortgage Loans on a given date.

II.11.3.1.4 Available Funds for Amortisation on each Payment Date and Amortisation Deficiency.

The amount to be allocated to amortising the Bonds (“**Available Funds for Amortisation**”) on each Payment Date shall be the lower of the following amounts:

- a) The positive difference, if any, between (i) the Outstanding Principal Balance of the Bond Issue on the day preceding the current Payment Date, and (ii) the Outstanding Balance of the Mortgage Loans on the current Payment Date, in good standing in payments of amounts due or, if delinquent, with an arrears of less than eighteen (18) months.
- b) Depending on the liquidity existing on that Payment Date, the Available Funds remaining after deducting the amounts applied to items numbers 1 to 6 in the Priority of Payments.

The Amortisation Deficiency on a Payment Date shall be the positive difference, if any, between the sum of item a), as established in the preceding paragraph, and the Available Funds for Amortisation.

II.11.3.1.5 Distribution of Available Funds for Amortisation between each Series.

Those Available Funds for Amortisation shall be applied on each Payment Date to amortising each of the Series in accordance with the following rules (“**Distribution of Available Funds for Amortisation between each Series**”):

1. Until the first Payment Date (inclusive) on which the Outstanding Principal Balances of Series B and C are respectively equal to or greater than 4.10% or 4.00% of the Outstanding Principal Balance of the Bond Issue, the Available Funds for Amortisation shall be fully used for amortising the Series A Bonds.
2. From the Payment Date after the date on which the ratios established in rule 1 above are respectively equal to or greater than said 4.10% or 4.00%, the Available Funds for Amortisation shall be applied to amortising Series A and Series B and C, and be distributed among the same such that the above ratios of (i) the Outstanding Principal Balances of Series B and of Series C to (ii) the Outstanding Principal Balance of the Bond Issue are respectively kept at 4.10% or 4.00%, or higher percentages closest thereto.

The Available Funds for Amortisation will however not be applied on the Payment Date to amortising Series B or Series C, if any of the following circumstances occur:

- a) That the amount of the Cash Reserve provisioned is less than the Required Cash Reserve.
- b) That there is an Amortisation Deficiency.

The Available Funds for Amortisation will not be applied either to amortising Series B or Series C, as the case may be, on the Payment Date, if on the Determination Date for the current Payment Date the amount of (i) sum of the Outstanding Balance of the Mortgage Loans with an arrears in excess of three (3) months and less than eighteen (18) months in payment of amounts due in relation to (ii) the Outstanding Balance of the Mortgage Loans in good standing in payment of amounts due or, if delinquent, with an arrears of less than

eighteen (18) months on that same date, is in excess of 2.25% in order not to proceed to amortise Series B or is in excess of 2.00% in order not to proceed to amortise Series C.

3. From the Payment Date, inclusive, on which the amount of the Outstanding Balance of the Mortgage Loans is less than 10 percent of the initial Outstanding Balance upon the Fund being constituted or on the Payment Date for Fund liquidation, the Available Funds for Amortisation shall be sequentially applied firstly to amortising Series A until it is fully amortised, secondly to amortising Series B until it is fully amortised and thirdly to amortising Series C until it is fully amortised.

The Management Company shall proceed to notify the Bondholders as provided in section III.5.2 of the amortisation amount resulting for the Bonds in each Series, the Outstanding Principal Balance of each Series, and the actual prepayment rates on the Mortgage Loans and the average residual life estimated for the Bonds in each Series.

II.11.3.2 Early Amortisation of the Bond Issue.

Without prejudice to the Fund's obligation, through its Management Company, to amortise the Bonds in each Series on the Final Maturity Date or on the partial amortisations on each Payment Date, as established in the preceding paragraphs, the Management Company shall be authorised, after notifying the CNMV, to proceed to an Early Liquidation of the Fund and hence an early amortisation ("**Early Amortisation**"), on a Payment Date, of the entire Bond Issue in the Early Liquidation Events and subject to the requirements established in section III.8.1 of this Offering Circular.

II.11.3.3 Final Maturity Date.

The Final Maturity Date and consequently the final amortisation of the Bonds is August 26, 2038 or the following Business Day if that date is not a Business Day, without prejudice to the Management Company, for and on behalf of the Fund, and in accordance with the provisions of sections II.11.3.1 and II.11.3.2, proceeding to amortising the Bond Issue before the Final Maturity Date.

II.11.4 Simple specification of the order number the payment of principal on the securities issued by the Fund has in the Fund payment priority, and specification of the section and pages of this Offering Circular in which the rules of priority established in the Fund's payments are described, and specifically those affecting principal payments on those securities.

Repayment of Series A, B and C Bond principal is seventh (7th) in the Priority of Payments established in section V.4.2.2, page 130 of this Offering Circular.

Repayment of Series A Bond principal shall nevertheless be fourth (4th) in the Priority of Payments established in section V.4.2.2, page 130 of this Offering Circular, in the event that, on the current Payment Date, upon calculating the Available Funds for Amortisation of the Series A, B and C Bond principal under item 7 of the Priority of Payments, there is to be an Amortisation Deficiency in excess of the Outstanding Principal Balance of Series C. In that event, the Series A principal amount to be amortised shall be calculated as established in said item 7 for calculating the Available Funds for Amortisation of Series A, B and C Bond principal.

II.12 Debt securities servicing table, including both interest payments and principal repayments, for each of the Bonds Series to be issued by the Fund.

The Bond Issue will be serviced through BANKINTER as the Paying Agent. Payment of interest and amortisations shall be notified to the Bondholders in the events and in such advance as may be provided for each case in section III.5.2. Interest and amortisations shall be paid to the Bondholders by the relevant members of Iberclear and to the latter in turn by Iberclear, the institution responsible for the accounting record, or any other replacement institution.

a) Bond Issue servicing tables.

The main characteristic of the Bonds of this Issue is that their periodic amortisation depends on the aggregate performance of the Mortgage Loans.

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 of the Mortgage Loans established in the relevant contracts.
- ii) Each of the mortgage obligors' capacity to prepay the Mortgage Loans in whole or in part and the aggregate repayment pace throughout the life of the Fund.
- iii) The floating interest rates which shall apply to each of the Mortgage Loans, which shall result in the amount repaid on every instalment differing.
- iv) The Obligors' delinquency in payment of Mortgage Loan instalments.

In this sense, Mortgage Loan prepayments by Obligors, subject to continual changes, and estimated in this Offering Circular using several performance assumptions of the future effective constant annual early amortisation or prepayment rate (hereinafter also "CPR"), shall directly affect the pace at which the Bonds are amortised, and therefore their average life and duration.

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

- interest rate of the Mortgage Loans: 3.334% (average weighted % interest rate as of September 1, 2003 of the portfolio of selected mortgage loans);
- Mortgage Loan delinquency: 0% per annum;
- Mortgage Loan defaults rated as bad debts: 0%;
- that the Mortgage Loan prepayment rate remains constant throughout the life of the Bonds;
- that the Bond Closing Date is September 30, 2003;
- and that there is no Amortisation Deficiency.

Finally, the actual adjusted life of the Bonds will also depend on their floating interest rate. The following nominal interest rates are assumed for each Series for the first Interest Accrual Period:

	Series A Bonds	Series B Bonds	Series C Bonds
Nominal interest rate	2.409%	2.824%	3.574%

For successive Interest Accrual Periods the floating interest rate of the Bonds is assumed to be constant as follows for each Series:

	Series A Bonds	Series B Bonds	Series C Bonds
Nominal interest rate	2.385%	2.800%	3.550%

Assuming that the Management Company shall exercise the Early Liquidation of the Fund and Early Amortisation of the Bond Issue option provided in section III.8.1 of this Offering Circular when the Outstanding Balance of the Mortgage Loans is less than 10% of their initial amount upon the Fund being constituted, the average life, return (IRR), duration and final maturity of the Bonds for different CPRs shall be as follows:

% CPR:	6%	8%	10%	12%	14%
Series A Bonds					
Average life (years)	7.6	6.6	5.8	5.1	4.6
IRR	2.442%	2.442%	2.442%	2.442%	2.442%
Duration	6.5	5.8	5.1	4.6	4.1
Final maturity	26 05 2021	26 08 2019	27 11 2017	26 05 2016	26 02 2015
(in years)	17.7	15.9	14.2	12.7	11.4

Series B Bonds					
Average life (years)	12.5	11.0	9.6	8.5	7.6
IRR	2.870%	2.870%	2.870%	2.870%	2.870%
Duration	10.1	9.1	8.1	7.3	6.6
Final maturity	26 05 2021	26 08 2019	27 11 2017	26 05 2016	26 02 2015
(in years)	17.7	15.9	14.2	12.7	11.4

Series C Bonds					
Average life (years)	12.5	11.0	9.6	8.6	7.7
IRR	3.649%	3.649%	3.649%	3.649%	3.649%
Duration	9.6	8.6	7.8	7.0	6.4
Final maturity	26 05 2021	26 08 2019	27 11 2017	26 05 2016	26 02 2015
(in years)	17.7	15.9	14.2	12.7	11.4

These figures have been calculated using the following formula:

Average life of the Bonds: for each of the Series, average of the time periods between the Closing Date and each of the Payment Dates, using for weighting purposes the weights the principal to be repaid on each Payment Date has on the total face amount of the Series, in accordance with the following expression:

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

Where:

V = Average life in each Bond Series issued expressed in years.

- P = Principal to be repaid in each Bond Series on each Payment Date, in accordance with the amount to be amortised in each Bond Series, as described in sections II.11.3.1 and II.11.3.2 of this Offering Circular.
- d = Number of days elapsed between the Closing Date and the Payment Date at issue.
- T = Total face amount in EUR in each Bond Series.

Internal rate of return (IRR): for each of the Series, interest rate equalling the restatement at present value of the total amortisation and interest amounts received on each Payment Date with the face value of the Bond.

$$N = \sum_{i=1}^n A_i (1 + r)^{-(nd/365)}$$

Where:

- N = face value of the Bond in each Series.
- r = IRR expressed as an annual rate, per unit.
- A_j = (A_1 A_n). Total amortisation and interest amounts to be received by investors.
- nd = Number of days comprised between the Closing Date and each of the n Payment Dates, not inclusive, during the life of the Bond.

Duration of the Bonds (adjusted Macaulay formula): for each of the Series, measure of Bond price sensitivity with respect to changes in yield.

$$D = \frac{\sum_{j=1}^n (a_j \times VA_j)}{PE} \times \frac{1}{(1+i)}$$

Where:

- D = Duration in each Bond Series expressed in years.
- a_j = Time elapsed (in years) between the Closing Date and each of the n Payment Dates at issue.
- VA_j = Present value of each of the amounts comprising principal and gross interest, payable on each of the n Payment Dates discounted at the actual interest rate (IRR) in every Series.
- PE = Issue price in every Bond Series.
- i = Actual interest rate (IRR) in every Series, per unit.

Final Maturity: for each of the Series, date on which the Bonds are expected to be finally amortised, assuming that the Early Liquidation of the Fund and Early Amortisation of the Bond Issue option will be exercised when the Outstanding Balance of the Mortgage Loans is less than 10% of the initial Outstanding Balance.

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

- The CPRs are assumed to be constant respectively at 8% and 10% throughout the life of the loan and, as noted, actual prepayment rates change continually.
- The Outstanding Principal Balance of the Bonds on each Payment Date and hence the interest payable on each such dates shall depend on the actual prepayment and delinquency and default rate of the Mortgage Loans.
- The Bond interest rates are assumed to be constant for each Series, from the second Interest Accrual Period, whereas the interest rate of all the Series is known to be variable.
- 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 their initial Outstanding Balance upon the Fund being constituted, as provided in section III.8.1 of this Offering Circular.

FLOWS FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER

(AMOUNTS IN EUR)

CPR = 8%

Payment Date	Series A Bonds			Series B Bonds			Series C Bonds		
	Principal Repayment	Interest (gross)	Total Flow	Principal Repayment	Interest (gross)	Total Flow	Principal Repayment	Interest (gross)	Total Flow
30 Sep 2003									
26 Feb 2004	5,054.10	997.06	6,051.16	0.00	1,168.82	1,168.82	0.00	1,479.24	1,479.24
26 May 2004	2,874.18	566.11	3,440.29	0.00	700.00	700.00	0.00	887.50	887.50
26 Aug 2004	2,848.06	561.18	3,409.24	0.00	715.56	715.56	0.00	907.22	907.22
26 Nov 2004	2,778.11	543.82	3,321.93	0.00	715.56	715.56	0.00	907.22	907.22
28 Feb 2005	2,709.64	538.34	3,247.98	0.00	731.11	731.11	0.00	926.94	926.94
26 May 2005	2,583.65	482.63	3,066.28	0.00	676.67	676.67	0.00	857.92	857.92
26 Aug 2005	2,578.64	494.62	3,073.26	0.00	715.56	715.56	0.00	907.22	907.22
28 Nov 2005	2,514.63	489.32	3,003.95	0.00	731.11	731.11	0.00	926.94	926.94
27 Feb 2006	2,451.61	458.54	2,910.15	0.00	707.78	707.78	0.00	897.36	897.36
26 May 2006	2,338.35	429.13	2,767.48	0.00	684.44	684.44	0.00	867.78	867.78
28 Aug 2006	2,331.58	443.83	2,775.41	0.00	731.11	731.11	0.00	926.94	926.94
27 Nov 2006	2,272.65	415.61	2,688.26	0.00	707.78	707.78	0.00	897.36	897.36
26 Feb 2007	2,214.83	401.91	2,616.74	0.00	707.78	707.78	0.00	897.36	897.36
28 May 2007	2,112.02	388.55	2,500.57	0.00	707.78	707.78	0.00	897.36	897.36
27 Aug 2007	2,103.43	375.82	2,479.25	0.00	707.78	707.78	0.00	897.36	897.36
26 Nov 2007	2,048.96	363.14	2,412.10	0.00	707.78	707.78	0.00	897.36	897.36
26 Feb 2008	1,995.38	354.64	2,350.02	0.00	715.56	715.56	0.00	907.22	907.22
26 May 2008	1,916.28	335.03	2,251.31	0.00	700.00	700.00	0.00	887.50	887.50
26 Aug 2008	1,892.85	330.80	2,223.65	0.00	715.56	715.56	0.00	907.22	907.22
26 Nov 2008	1,843.28	319.26	2,162.54	0.00	715.56	715.56	0.00	907.22	907.22
26 Feb 2009	1,795.26	308.03	2,103.29	0.00	715.56	715.56	0.00	907.22	907.22
26 May 2009	1,713.23	287.40	2,000.63	0.00	692.22	692.22	0.00	877.64	877.64
26 Aug 2009	1,494.32	286.64	1,780.96	5,004.28	715.56	5,719.84	4,918.46	907.22	5,825.68
26 Nov 2009	1,525.11	277.54	1,802.65	3,181.70	679.75	3,861.45	3,184.58	862.60	4,047.18
26 Feb 2010	1,484.94	268.24	1,753.18	3,097.90	656.98	3,754.88	3,100.70	833.71	3,934.41
26 May 2010	1,416.87	250.74	1,667.61	2,955.89	614.11	3,570.00	2,958.56	779.31	3,737.87
26 Aug 2010	1,407.07	250.55	1,657.62	2,935.45	613.66	3,549.11	2,938.10	778.74	3,716.84
26 Nov 2010	1,368.97	241.98	1,610.95	2,855.97	592.66	3,448.63	2,858.55	752.08	3,610.63
28 Feb 2011	1,332.33	238.71	1,571.04	2,779.52	584.66	3,364.18	2,782.03	741.94	3,523.97
26 May 2011	1,271.82	213.26	1,485.08	2,653.28	522.31	3,175.59	2,655.68	662.82	3,318.50
26 Aug 2011	1,262.31	217.76	1,480.07	2,633.45	533.35	3,166.80	2,635.83	676.82	3,312.65
28 Nov 2011	1,228.12	214.63	1,442.75	2,562.13	525.69	3,087.82	2,564.44	667.10	3,231.54
27 Feb 2012	1,194.67	200.38	1,395.05	2,492.33	490.78	2,983.11	2,494.58	622.80	3,117.38
28 May 2012	1,144.00	193.18	1,337.18	2,386.63	473.14	2,859.77	2,388.79	600.41	2,989.20
27 Aug 2012	1,119.70	186.28	1,305.98	2,335.94	456.24	2,792.18	2,338.05	578.97	2,917.02
26 Nov 2012	1,083.24	179.53	1,262.77	2,259.87	439.71	2,699.58	2,261.92	557.99	2,819.91
26 Feb 2013	1,048.20	174.90	1,223.10	2,186.78	428.37	2,615.15	2,188.75	543.61	2,732.36
27 May 2013	999.86	164.85	1,164.71	2,085.92	403.75	2,489.67	2,087.80	512.36	2,600.16
26 Aug 2013	990.70	160.65	1,151.35	2,066.81	393.47	2,460.28	2,068.68	499.32	2,568.00
26 Nov 2013	963.05	156.38	1,119.43	2,009.13	383.01	2,392.14	2,010.95	486.04	2,496.99
26 Feb 2014	935.90	150.51	1,086.41	1,952.49	368.63	2,321.12	1,954.25	467.80	2,422.05
26 May 2014	892.13	140.08	1,032.21	1,861.17	343.10	2,204.27	1,862.85	435.39	2,298.24
26 Aug 2014	879.98	139.37	1,019.35	1,835.83	341.34	2,177.17	1,837.49	433.17	2,270.66
26 Nov 2014	852.85	134.00	986.85	1,779.23	328.21	2,107.44	1,780.83	416.50	2,197.33
26 Feb 2015	826.57	128.81	955.38	1,724.40	315.48	2,039.88	1,725.96	400.34	2,126.30
26 May 2015	789.51	119.73	909.24	1,647.08	293.25	1,940.33	1,648.57	372.14	2,020.71
26 Aug 2015	780.23	118.96	899.19	1,627.73	291.35	1,919.08	1,629.20	369.73	1,998.93
26 Nov 2015	757.87	114.20	872.07	1,581.08	279.70	1,860.78	1,582.51	354.95	1,937.46
26 Feb 2016	735.97	109.58	845.55	1,535.39	268.39	1,803.78	1,536.78	340.59	1,877.37
26 May 2016	706.94	102.81	809.75	1,474.83	251.81	1,726.64	1,476.17	319.55	1,795.72
26 Aug 2016	694.01	100.79	794.80	1,447.85	246.85	1,694.70	1,449.16	313.25	1,762.41
28 Nov 2016	673.11	98.66	771.77	1,404.24	241.63	1,645.87	1,405.51	306.63	1,712.14

Payment Date	Series A Bonds			Series B Bonds			Series C Bonds		
	Principal Repayment	Interest (gross)	Total Flow	Principal Repayment	Interest (gross)	Total Flow	Principal Repayment	Interest (gross)	Total Flow
27 Feb 2017	652.12	91.45	743.57	1,360.45	223.98	1,584.43	1,361.68	284.23	1,645.91
26 May 2017	618.39	84.63	703.02	1,290.10	207.29	1,497.39	1,291.26	263.05	1,554.31
28 Aug 2017	598.81	86.55	685.36	1,249.25	211.99	1,461.24	1,250.38	269.01	1,519.39
27 Nov 2017	572.07	80.18	652.25	1,193.46	196.38	1,389.84	1,194.54	249.21	1,443.75
26 Feb 2018	547.26	76.73	623.99	1,141.71	187.93	1,329.64	1,142.74	238.49	1,381.23
28 May 2018	521.40	73.43	594.83	1,087.76	179.85	1,267.61	1,088.75	228.23	1,316.98
27 Aug 2018	513.57	70.29	583.86	1,071.41	172.15	1,243.56	1,072.38	218.46	1,290.84
26 Nov 2018	498.00	67.19	565.19	1,038.93	164.57	1,203.50	1,039.87	208.84	1,248.71
26 Feb 2019	482.68	64.90	547.58	1,006.97	158.94	1,165.91	1,007.88	201.70	1,209.58
27 May 2019	461.03	60.61	521.64	961.80	148.44	1,110.24	962.67	188.37	1,151.04
26 Aug 2019	9,703.60	58.50	9,762.10	20,243.86	143.28	20,387.14	20,262.12	181.82	20,443.94
	100,000.00	16,032.93	116,032.93	100,000.00	31,142.82	131,142.82	100,000.00	39,498.39	139,498.39

FLows FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER

(AMOUNTS IN EUR)

CPR = 10%

Payment Date	Series A Bonds			Series B Bonds			Series C Bonds		
	Principal Repayment	Interest (gross)	Total Flow	Principal Repayment	Interest (gross)	Total Flow	Principal Repayment	Interest (gross)	Total Flow
30 sep 2003									
26 Feb 2004	5,972.09	997.06	6,969.15	0.00	1,168.82	1,168.82	0.00	1,479.24	1,479.24
26 May 2004	3,364.73	560.64	3,925.37	0.00	700.00	700.00	0.00	887.50	887.50
26 Aug 2004	3,316.62	552.59	3,869.21	0.00	715.56	715.56	0.00	907.22	907.22
26 Nov 2004	3,214.65	532.38	3,747.03	0.00	715.56	715.56	0.00	907.22	907.22
28 Feb 2005	3,115.50	523.93	3,639.43	0.00	731.11	731.11	0.00	926.94	926.94
26 May 2005	2,947.38	466.96	3,414.34	0.00	676.67	676.67	0.00	857.92	857.92
26 Aug 2005	2,927.83	475.83	3,403.66	0.00	715.56	715.56	0.00	907.22	907.22
28 Nov 2005	2,836.91	467.94	3,304.85	0.00	731.11	731.11	0.00	926.94	926.94
27 Feb 2006	2,748.19	435.90	3,184.09	0.00	707.78	707.78	0.00	897.36	897.36
26 May 2006	2,600.43	405.51	3,005.94	0.00	684.44	684.44	0.00	867.78	867.78
28 Aug 2006	2,580.76	416.97	2,997.73	0.00	731.11	731.11	0.00	926.94	926.94
27 Nov 2006	2,499.41	388.10	2,887.51	0.00	707.78	707.78	0.00	897.36	897.36
26 Feb 2007	2,420.22	373.03	2,793.25	0.00	707.78	707.78	0.00	897.36	897.36
28 May 2007	2,289.50	358.44	2,647.94	0.00	707.78	707.78	0.00	897.36	897.36
27 Aug 2007	2,269.62	344.64	2,614.26	0.00	707.78	707.78	0.00	897.36	897.36
26 Nov 2007	2,196.68	330.96	2,527.64	0.00	707.78	707.78	0.00	897.36	897.36
26 Feb 2008	2,125.56	321.20	2,446.76	0.00	715.56	715.56	0.00	907.22	907.22
26 May 2008	2,026.03	301.55	2,327.58	0.00	700.00	700.00	0.00	887.50	887.50
26 Aug 2008	1,990.79	295.90	2,286.69	0.00	715.56	715.56	0.00	907.22	907.22
26 Nov 2008	1,660.33	283.77	1,944.10	6,335.67	715.56	7,051.23	6,251.06	907.22	7,158.28
26 Feb 2009	1,712.77	273.65	1,986.42	3,573.21	670.22	4,243.43	3,576.44	850.51	4,426.95
26 May 2009	1,621.12	254.62	1,875.74	3,382.00	623.63	4,005.63	3,385.05	791.39	4,176.44
26 Aug 2009	1,604.67	253.33	1,858.00	3,347.68	620.45	3,968.13	3,350.71	787.36	4,138.07
26 Nov 2009	1,552.61	243.55	1,796.16	3,239.08	596.50	3,835.58	3,242.01	756.96	3,998.97
26 Feb 2010	1,501.77	234.08	1,735.85	3,133.02	573.32	3,706.34	3,135.85	727.54	3,863.39
26 May 2010	1,421.12	217.59	1,638.71	2,964.76	532.94	3,497.70	2,967.44	676.30	3,643.74
26 Aug 2010	1,404.71	216.27	1,620.98	2,930.53	529.69	3,460.22	2,933.18	672.17	3,605.35
26 Nov 2010	1,357.71	207.71	1,565.42	2,832.47	508.72	3,341.19	2,835.03	645.56	3,480.59
28 Feb 2011	1,312.60	203.77	1,516.37	2,738.36	499.07	3,237.43	2,740.83	633.32	3,374.15
26 May 2011	1,242.49	181.03	1,423.52	2,592.10	443.37	3,035.47	2,594.45	562.64	3,157.09
26 Aug 2011	1,227.34	183.86	1,411.20	2,560.49	450.31	3,010.80	2,562.81	571.44	3,134.25
28 Nov 2011	1,186.11	180.21	1,366.32	2,474.48	441.38	2,915.86	2,476.72	560.11	3,036.83
27 Feb 2012	1,146.07	167.31	1,313.38	2,390.94	409.78	2,800.72	2,393.10	520.01	2,913.11
28 May 2012	1,089.28	160.40	1,249.68	2,272.47	392.85	2,665.32	2,274.53	498.53	2,773.06
27 Aug 2012	1,061.24	153.83	1,215.07	2,213.97	376.77	2,590.74	2,215.97	478.12	2,694.09
26 Nov 2012	1,020.47	147.43	1,167.90	2,128.91	361.10	2,490.01	2,130.84	458.24	2,589.08
26 Feb 2013	981.44	142.83	1,124.27	2,047.49	349.83	2,397.32	2,049.34	443.94	2,493.28
27 May 2013	928.31	133.88	1,062.19	1,936.66	327.90	2,264.56	1,938.41	416.10	2,354.51
26 Aug 2013	915.39	129.77	1,045.16	1,909.69	317.83	2,227.52	1,911.42	403.33	2,314.75
26 Nov 2013	883.81	125.62	1,009.43	1,843.81	307.66	2,151.47	1,845.48	390.42	2,235.90
26 Feb 2014	853.07	120.23	973.30	1,779.68	294.47	2,074.15	1,781.29	373.68	2,154.97
26 May 2014	806.34	111.28	917.62	1,682.21	272.55	1,954.76	1,683.73	345.86	2,029.59
26 Aug 2014	791.82	110.11	901.93	1,651.91	269.70	1,921.61	1,653.41	342.24	1,995.65
26 Nov 2014	762.39	105.29	867.68	1,590.51	257.87	1,848.38	1,591.94	327.24	1,919.18
26 Feb 2015	734.04	100.64	834.68	1,531.36	246.49	1,777.85	1,532.74	312.80	1,845.54
26 May 2015	695.02	93.03	788.05	1,449.96	227.86	1,677.82	1,451.27	289.15	1,740.42
26 Aug 2015	683.50	91.93	775.43	1,425.92	225.16	1,651.08	1,427.21	285.73	1,712.94
26 Nov 2015	659.29	87.77	747.06	1,375.42	214.96	1,590.38	1,376.66	272.78	1,649.44
26 Feb 2016	635.77	83.75	719.52	1,326.35	205.12	1,531.47	1,327.55	260.29	1,587.84
26 May 2016	605.68	78.14	683.82	1,263.57	191.37	1,454.94	1,264.71	242.85	1,507.56
26 Aug 2016	591.21	76.18	667.39	1,233.38	186.58	1,419.96	1,234.50	236.77	1,471.27
28 Nov 2016	569.40	74.15	643.55	1,187.89	181.62	1,369.51	1,188.96	230.48	1,419.44

Payment Date	Series A Bonds			Series B Bonds			Series C Bonds		
	Principal Repayment	Interest (gross)	Total Flow	Principal Repayment	Interest (gross)	Total Flow	Principal Repayment	Interest (gross)	Total Flow
27 Feb 2017	547.84	68.36	616.20	1,142.91	167.42	1,310.33	1,143.94	212.45	1,356.39
26 May 2017	515.30	62.91	578.21	1,075.02	154.08	1,229.10	1,075.99	195.52	1,271.51
28 Aug 2017	497.44	63.99	561.43	1,037.76	156.72	1,194.48	1,038.70	198.88	1,237.58
27 Nov 2017	9,777.63	58.95	9,836.58	20,398.36	144.37	20,542.73	20,416.73	183.21	20,599.94
	100,000.00	14,030.7	114,030.7	100,000.00	27,392.96	127,392.96	100,000.00	34,742.16	134,742.16

b) Example for applying dates and time periods defined in sections II.10 and II.11 of this Offering Circular for determining and paying Bond interest and amortisation.

For a better understanding by the subscriber of the definitions and rules for the application of dates and periods described in sections II.10 and II.11 relating to Bond interest and amortisation, the following example is given hereinafter, dividing it into characteristics for the first Payment Date (given its atypical nature) and for the second and successive Payment Dates:

1. First Payment Date: February 26, 2004.

(Execution of the Deed of Constitution: September 25, 2003)

- a) Interest Rate Fixing Date applicable for the first Interest Accrual Period:
 - 11am (CET time) on the second Business Day immediately preceding the Closing Date: September 26, 2003.
- b) Notices:
 - Extraordinary notice of constitution of the Fund and of the Bond Issue -press insert, as per section III.5.2.c).2: September 26, 2003.
 - Extraordinary notice of the final margins applicable for determining the Nominal Interest Rate for each Series and the resultant Nominal Interest Rate for the first Interest Accrual Period of each of the Series: September 26, 2003. The Management Company shall notify this in writing by the start of the Subscription Period to the Lead Managers and the Underwriters and Placement Agents, for investors interested in subscribing for the Bonds to be notified thereof.
- c) First Interest Accrual Period:
 - From September 30, 2003 (Closing Date), inclusive, until February 26, 2004, exclusive.
- d) Determination Date (or date on which the Management Company makes calculations for the distribution and withholding of Available Funds): February 23, 2004.
- e) Ordinary periodic notices (communication as per sections III.5.2.a).2 and III.5.2.c).1):
 - Of all other periodic information: until February 25, 2004, inclusive.

2. Second Payment Date: May 26, 2004.

- a) Interest Rate Fixing Date applicable for the second Interest Accrual Period:
 - 11am (CET time) on the second Business Day preceding the first Payment Date: February 24, 2004.
- b) Ordinary periodic notices (communication as per sections III.5.2.a).1 and III.5.2.c).1):
 - Of the resultant interest rate for the second Interest Accrual Period: until May 28, 2004, inclusive.
- c) Second Interest Accrual Period:
 - From February 26, 2004 (first Payment Date), inclusive, until May 26, 2004, exclusive.
- d) Determination Date (or date on which the Management Company makes calculations for the distribution and withholding of Available Funds): May 21, 2004.

- e) Ordinary periodic notices (communication as per sections III.5.2.a).2 and III.5.2.c).1):
- Of all other periodic information: until May 25, 2004, inclusive.

II.13 Actual interest forecast for the holder, bearing in mind the characteristics of the issue, specifying the calculation method used and the expenses expected by items having regard to its true nature.

In the event that the nominal interest rates applicable to each of the Series, variable quarterly, should remain constant throughout the life of the Issue, as established in the tables contained in section II.12.a) of the Offering Circular, these rates would result in Internal Rates of Return (“IRR”) for the holder in each of the Series as shown in the following table, given the effect of quarterly interest payment, calculated without considering the tax effect, and assuming at all events the values and assumptions contained in said section for constant prepayment rates (CPR) of 8% and 10%.

	Series A Bonds	Series B Bonds	Series C Bonds
Actual interest forecast (IRR)	2.442%	2.870%	3.649%

II.14 Actual interest forecast for the Fund at the time of Bond Issue, considering all the structuring and placement expenses incurred by the Fund, specifying the calculation method.

The actual interest for the Fund has been calculated using the internal rate of return (IRR) formula described in section II.12.a) above, making the following assumptions:

- that the floating nominal interest rate of the Bonds should remain constant throughout the life of the debt securities at the rates of the tables contained in section II.12.a);
- that the assumptions mentioned in section II.12.a) are made; and
- that the expected constitution and issue expenses are deducted from the face value of the Bond Issue.

The actual interest forecast for the Fund would be 2.511% or 2.514% for CPRs respectively of 8.00% and 10.00%, in the assumptions contained in the preceding paragraph.

The following are the expected expenses:

Fund constitution and Bond issue expenses.	EUR
• Initial Management Company Fee	98,500.00
• Notary’s, audit, rating and legal advice fees	372,242.26
• CNMV fees (issue and listing)	78,017.58
• AIAF and Iberclear fees	53,153.52
• Bond Issue underwriting and placement fees*	772,147.50
• Issue advertising, printing and other expenses	14,780.07
Total expenses	1,388,840.93

* Assuming an underwriting and placement fee on the face amount of the Series A Bonds of 0.0575%, and of 0.05% on the face amount of the Series B and the Series C Bonds.

II.15 Existence or not of special guarantees on the credit rights pooled in the Fund or on the securities issued by the Fund.

There are no special guarantees covering the Bonds issued by or on the Mortgage Certificates and the Pass-Through Certificates pooled in the Fund, beyond the undertakings by BANKINTER contained hereinafter and in section IV.1.2.5 of this Offering Circular in relation to the substitution of Mortgage Certificates and Pass-Through Certificates when any of them or of the underlying Mortgage Loans fail to conform to the representations contained in section IV.1.1 of this Offering Circular or the specific characteristics of the Mortgage Loans notified by BANKINTER to the Management Company.

II.16 Securities circulation law, particularly noting whether there are restrictions on the free transfer of the securities or mentioning that no such restrictions exist.

The Bonds issued by the Fund are not subject to specific restrictions on their free conveyance, and may be freely conveyed subject to the statutory provisions applicable thereto and to the rules of the secondary market on which the Bonds are traded, as established in section II.17 of this Chapter.

In accordance with the provisions of sections II.4.1 and II.5 of this Chapter, the ownership of each Bond will be conveyed by means of a transfer in the accounts. 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.

II.17 Organised secondary markets for which there is an undertaking to apply for listing of the securities and specific deadline by which that application shall be filed and all other documents required for listing to be achieved.

The Management Company shall, upon the Bonds having been paid up, apply for this Bond Issue to be listed on the 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. The Management Company undertakes that definitive listing will be achieved not later than one month after the Closing Date, which shall at all events have taken place by the first Payment Date (February 26, 2004).

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 above deadline, the Bonds should not be so listed on the AIAF, the Management Company shall forthwith proceed to notify the Bondholders thereof, moreover advising of the reasons for such inobservance, using the extraordinary notice procedure in accordance with the provisions of section III.5.3 of the Offering Circular. This shall be without prejudice to the Management Company being held to be liable, as the case may be.

In accordance with the Bond Issue Management, Underwriting and Placement Agreement, in the event that the Bonds should not be listed on the AIAF within thirty (30) days from the Closing Date, the Underwriters and

Placement Agents may, within seven Business Days thereafter, demand BANKINTER to repurchase the Bonds underwritten in pursuance of their underwriting commitments, for the same price the latter shall have paid up.

II.18 Subscription or acquisition proposals.

II.18.1 Potential investors to whom the securities are offered, and reasons for electing the same.

The placement of each of the Series is targeted at institutional investors, both legal persons or entities devoid of legal personality, such as pension funds, collective-investment undertakings, insurance companies, or credit institutions, firms of broker-dealers or undertakings qualified under articles 64 and 65 of the Securities Market Act (as worded by Act 37/1998) to manage third-party portfolios, in the business of regularly and professionally investing in marketable securities.

In the case of undertakings qualified to manage securities portfolios, subscription or acquisition proposals shall be made by those undertakings on behalf of investors having previously signed with such undertakings an appropriate securities portfolio management agreement.

In addition to its own analysis as to the quality of the securities offered to be subscribed in this Offering Circular, the potential investor also has the rating assigned by the Rating Agencies set forth in section II.3 of this Chapter.

Once the issue has been fully placed and the Bonds are listed on the official AIAF secondary securities market, the Bonds may be freely purchased on that market in accordance with its own trading rules.

Effects of the subscription for Bondholders.

Subscription for the Bonds implies for each Bondholder an acceptance of the terms of the Deed of Constitution.

II.18.2 Legal status of the Bonds.

The following legal considerations apply to the Bonds subject of this issue in connection with their ownership by certain investors and once the Bonds are listed on the AIAF:

- (i) The Series A Bonds meet the selection policies to be admitted as assets securing transactions with the European Central Bank.
- (ii) They are eligible for investment by insurance companies in observance of their technical provision obligations, pursuant to article 50 of the Private Insurance Arrangement and Supervision Regulations approved by Royal Decree 2486/1998, November 20.
- (iii) They are eligible for investment by the Mutual Guarantee Company Technical Provision Fund, in accordance with Act 1/1994, March 11, on the Legal System of Mutual Guarantee Companies, and Royal Decree 2345/1996, November 8, relating to the rules for the administrative authorisation of and solvency requirements for Mutual Guarantee Companies.
- (iv) They are eligible for investment by Pension Funds in accordance with the provisions of article 34 of Royal Decree 1307/1988, September 30, approving the Pension Plans and Funds Regulations.

- (v) They are eligible for investing the Assets of Collective-Investment Undertakings, in accordance with the specific rules established for each of them in articles 4, 10, 18 and 25 of Act 46/1984, December 26, regulating Collective-Investment Undertakings, and its subsequent implementing regulations, and Royal Decree 91/2001, February 2, partially amending Royal Decree 1393/1990, November 2.

II.18.3 Subscription or acquisition date or period.

The Subscription Period (the “**Subscription Period**”) shall begin at 12 o’clock noon (CET time) on September 26, 2003 and end at 3pm (CET time) on the same day.

II.18.4 Where and with whom may subscription or acquisition be processed?

In order to be taken into account, subscription proposals shall be made during the Subscription Period established in the preceding section, MORGAN STANLEY, SOCIÉTÉ GÉNÉRALE, FORTIS BANK, AHORRO CORPORACIÓN FINANCIERA S.V., BEAR STEARNS, EBN BANCO or SCH, as Underwriters and Placement Agents, and with BANKINTER as Placement Agent, through their offices and branches and observing the procedures established hereinafter in the following sections.

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

II.18.5 Payment method and dates.

The investors to whom the Bonds are allocated shall pay the relevant Underwriter and Placement Agent or the Placement Agent by 1pm (CET time) on September 30, 2003 (the “**Closing Date**”), for same day value, the relevant issue price (100% of the face value) for each Bond allocated for subscription.

II.18.6 Method and deadline for delivery to the subscribers of copies of the subscription certificates or provisional slips, specifying the chances of their being traded and their maximum term of validity.

The Underwriters and Placement Agents shall provide the Bond subscribers with a document proving their subscription for the Bonds allocated and the actual amount paid for such subscription, though title to the Bonds taken shall be established by means of the appropriate entry in the accounting record.

This document shall not be marketable and will only be valid to justify subscription for the relevant Bonds, until and unless an entry is made in the accounting record as determined in section II.5 of this Offering Circular.

II.19 Placement and allocation of the securities.

Each of the Series consists of one tranche only.

The Underwriters and Placement Agents and the Placement Agent shall freely proceed to accept or turn down the subscription proposals received, making sure in any event that there is no discriminatory treatment between similarly characterised proposals. The Underwriters and Placement Agents may nevertheless give priority to proposals of those of their customers as they shall deem fit and indeed subscribe on their own account for all or part of each Bond Series.

Each Underwriter and Placement Agent 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 their underwriting commitment as determined in section II.19.1 of this Chapter.

II.19.1 Institutions involved in the placement or marketing, giving their respective roles, describing the same specifically. Overall amount of the fees agreed between the various placement agents and the Management Company.

Placement of the Bond Issue shall be undertaken by MORGAN STANLEY, SOCIÉTÉ GÉNÉRALE, FORTIS BANK, AHORRO CORPORACIÓN FINANCIERA S.V., BEAR STEARNS, EBN BANCO and SCH, as Underwriters and Placement Agents, and by BANKINTER as Placement Agent on the terms contained in section II.19.3 and in this section under the Bond Issue Management, Underwriting and Placement Agreement.

The following are the details of the commitment by each Underwriter and Placement Agent in regard to their involvement in underwriting the placement of the Bonds in each Series:

Underwriters and Placement Agents	Face amount underwritten (in EUR)		
	Series A	Series B	Series C
MORGAN STANLEY LTD.	630,700,000.00	13,900,000.00	13,500,000.00
SOCIÉTÉ GÉNÉRALE	630,600,000.00	13,800,000.00	13,500,000.00
FORTIS BANK	30,000,000.00		
AHORRO CORPORACIÓN FINANCIERA S.V.	1,000,000.00		
BEAR STEARNS	1,000,000.00		
EBN BANCO	1,000,000.00		
SCH	1,000,000.00		
Total	1,295,300,000.00	27,700,000.00	27,000,000.00

Notwithstanding the above, the Underwriters and Placement Agents shall be released from their underwriting commitment, and BANKINTER shall be bound to underwrite the entire Bond Issue, in the event that by 1pm (CET time) on the day before the Closing Date MORGAN STANLEY and SOCIÉTÉ GÉNÉRALE should notify in writing to the Management Company and BANKINTER of the decision made to terminate the underwriting commitment upon the occurrence of any of the circumstances provided for in this connection in the Bond Issue Management, Underwriting and Placement Agreement. The Underwriters and Placement Agents and the Placement Agent shall receive from the Fund an underwriting and placement fee on the face amount of the Bonds ranging between 0.00% and 0.0575%, both inclusive, for the Series A Bonds, between 0.00% and 0.05%, both inclusive, for the Series B Bonds and between 0.00% and 0.05%, both inclusive, for the Series C Bonds.

The underwriting and placement fees applicable on the face amount of the Bonds in each of the Series shall be determined with one accord among the Lead Managers by 10am (CET time) on the day on which the Subscription Period begins (September 26, 2003). Failing an agreement between the Lead Managers, the Management Company shall fix the final underwriting and placement fees in respect of those where no such agreement was arrived at, at a 0.0575% fee on the face amount of the Series A Bonds and a 0.05% fee on the face amount of the Series B and the Series C Bonds.

The underwriting and placement fee applicable to the Series A, the Series B and the Series C Bonds fixed shall be notified by the Management Company by the start of the Subscription Period to the Lead Managers, the Underwriters and Placement Agents and the CNMV.

II.19.2 Lead Managers of the Issue.

MORGAN STANLEY, BANKINTER and SOCIÉTÉ GÉNÉRALE shall be involved as Lead Managers of the Bond Issue.

The following is the statement given by each of the Lead Managers signed by a duly authorised individual, in fulfilment of the provisions of article 31.2 of Royal Decree 291/1992, March 27, on issues and public offerings for the sale of securities, as amended by Royal Decree 2590/1998, December 7, and in accordance with the provisions of article 20.3 of said Royal Decree 291/1992:

Statement by Morgan Stanley.

I, Mr Oscar D'Intino, an Italian citizen, holding passport no. 619457S, acting for and on behalf of MORGAN STANLEY & CO. INTERNATIONAL LTD., with place of business at 25 Cabot Square, Canary Wharf, London E14 4QA, United Kingdom, duly authorised for these presents, and in connection with the constitution of BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS and the Bond issue amounting to EUR one billion three hundred and fifty million (1,350,000,000.00), notice of which for verification by and registration at the Comisión Nacional del Mercado de Valores was given by Europea de Titulización S.G.F.T. on September 11, 2003, in pursuance of Royal Decree 291/1992, March 27, on issues and public offerings for the sale of securities, as reworded by Royal Decree 2590/1998, December 7,

HEREBY DECLARE

- That the necessary checks have been made to verify that the information contained in the Offering Circular is truthful and complete.*
- That those checks have not revealed any circumstances contradicting or altering the information contained in the Offering Circular, or that the latter has omitted any material facts or figures which might be relevant to the investor.*
- That the above representations neither extend nor refer to the audit report attached as an appendix to the Offering Circular in regard to the selected mortgage loans.*

In witness whereof, to serve and avail as and where appropriate, I have issued these presents at London, on September 22, 2003.

Statement by BANKINTER.

I, Mr Pablo de Diego Portolés, holding Spanish Identity Document no. 2,504,165 V, acting for and on behalf of BANKINTER S.A., with place of business at Paseo de la Castellana number 29, Madrid, duly authorised for these presents, and in connection with the constitution of BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS and the Bond issue amounting to EUR one billion three hundred and fifty million (1,350,000,000.00), notice of which for verification by and registration at the Comisión Nacional del Mercado de Valores was given by Europea de Titulización S.G.F.T. on September 11, 2003, in pursuance of Royal Decree 291/1992, March 27, on issues and public offerings for the sale of securities, as reworded by Royal Decree 2590/1998, December 7,

HEREBY DECLARE

- That the necessary checks have been made to verify that the information contained in the Offering Circular is truthful and complete.*

. That those checks have not revealed any circumstances contradicting or altering the information contained in the Offering Circular, or that the latter has omitted any material facts or figures which might be relevant to the investor.

. That the above representations neither extend nor refer to the audit report attached as an appendix to the Offering Circular in regard to the selected mortgage loans.

In witness whereof, to serve and avail as and where appropriate, I have issued these presents at Madrid, on September 23, 2003.

Statement by Société Générale.

We, Messrs Arturo Alonso Pérez, holding Spanish Identity Document no. 16.039.631-Y, and Demetrio Salorio Simonet, holding Spanish Identity Document no. 7.492.706-L, acting for and on behalf of Société Générale Sucursal en España, with place of business in Torre Picasso, Plaza Pablo Ruiz Picasso no. 1, Madrid, duly authorised for these presents, and in connection with the constitution of BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS and the Bond issue amounting to EUR one billion three hundred and fifty million (1,350,000,000.00), notice of which for verification by and registration at the Comisión Nacional del Mercado de Valores was given by Europea de Titulización S.G.F.T. on September 11, 2003, in pursuance of Royal Decree 291/1992, March 27, on issues and public offerings for the sale of securities, as reworded by Royal Decree 2590/1998, December 7,

HEREBY DECLARE

. That the necessary checks have been made to verify that the information contained in the Offering Circular is truthful and complete.

. That those checks have not revealed any circumstances contradicting or altering the information contained in the Offering Circular, or that the latter has omitted any material facts or figures which might be relevant to the investor.

. That the above representations neither extend nor refer to the audit report attached as an appendix to the Offering Circular in regard to the selected mortgage loans.

In witness whereof, to serve and avail as and where appropriate, I have issued these presents at Madrid on September 22, 2003.

Attached as Appendix VI to this Offering Circular is a photocopy of the letters from MORGAN STANLEY, BANKINTER and SOCIÉTÉ GÉNÉRALE making those statements.

The Lead Managers shall not be remunerated for managing the Bond Issue.

II.19.3 Institutions underwriting the issue, describing the characteristics of the relationship or Management, Underwriting and Placement Agreement, guarantees required of the issuer or offeror, types of risks taken, type of consideration agreed by the underwriter in the event of breach, and other relevant elements.

The Management Company shall, for and on behalf of the Fund, enter into a Bond Issue Management, Underwriting and Placement Agreement with MORGAN STANLEY & CO. INTERNATIONAL LTD. (“MORGAN

STANLEY”) and SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA (“SOCIÉTÉ GÉNÉRALE”) as Lead Managers and Underwriter and Placement Agents, with BANKINTER as Lead Manager and Placement Agent, and with AHORRO CORPORACIÓN FINANCIERA S.V., BEAR STEARNS INTERNATIONAL LTD. (“BEAR STEARNS”), SOCIEDAD ESPAÑOLA DE BANCA DE NEGOCIOS PROBANCA S.A. (“EBN BANCO”), FORTIS BANK NV-SA (“FORTIS BANK”) and BANCO SANTANDER CENTRAL HISPANO S.A. (“SCH”) as Underwriters and Placement Agents.

The Underwriters and Placement Agents and the Placement Agent of the Bond Issue shall take on the obligations contained in the respective Management, Underwriting and Placement Agreements, which are basically the following: 1) by the Underwriters and Placement Agents, an undertaking to subscribe on their own account for the Bonds not subscribed for by third parties during the Subscription Period, until completion of the amounts of their respective underwriting commitments; 2) payment by the Underwriters and Placement Agents to the Paying Agent, by 2pm (CET time) on the Closing Date, for same day value, of the face amount of the Bonds placed by each of them and, as the case may be, subscribed for on their own account up to their respective underwriting commitment, deducting the amount of the underwriting and placement fee accrued in their favour, whereupon the Paying Agent shall proceed to pay to the Fund, by 3pm (CET time), for same day value, the amount received from the Underwriters and Placement Agents and the face amount of the Bonds placed as Placement Agent, deducting the amount of the placement fee accrued in its favour; 3) undertaking to pay late-payment interest covenanted in the agreement in the event of late payment of the amounts due; 4) providing subscribers with a document proving subscription; 5) providing the Management Company with Bond Issue placement dissemination control information and 6) all other aspects governing the underwriting and placement.

The underwriting commitments of each Underwriting and Placement Agent and of the Placement Agent and the underwriting and placement fee are specified in section II.19.1 of this Offering Circular.

MORGAN STANLEY, BANKINTER and SOCIÉTÉ GÉNÉRALE shall be involved as Lead Managers in the Bond Issue. They shall not be remunerated for leading 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 of the Series as final by the start of the Subscription Period.

II.19.4 Pro rata Placement, method and date, manner of publicising the results and, as the case may be, returning to the requestors the amounts settled in excess of the securities allocated, along with such interest payments as may be appropriate.

Not applicable.

II.20 Term and method for providing subscribers with certificates or documents establishing subscription for the securities.

The Bonds, represented by means of book entries, shall become such bonds upon being entered in the relevant accounting record, as provided in Royal Decree 116/1992, with the usual timing and procedures of the institution in charge of so doing, to wit Iberclear or any other replacement institution.

The relevant Underwriter and Placement Agent shall provide Bond subscribers, within not more than fifteen (15) days after the Closing Date, with a document certifying their subscription for the Bonds allocated, and the actual amount paid up on that subscription.

II.21 National laws governing the securities and jurisdiction in the event of litigation.

The constitution of the Fund and Bond issue are subject to Spanish Law, and specifically to the provisions of (i) the Deed of Constitution; (ii) Royal Decree 926/1998 and implementing regulations; (iii) Act 19/1992, failing a provision in Royal Decree 926/1998, and to the extent applicable; (iv) Act 3/1994; (v) Act 44/2002; (vi) Securities Market Act 24/1988, and (vii) all other legal and statutory provisions in force and applicable from time to time.

The Deed of Constitution and the agreements for transactions covering financial risks and the rendering of services to be entered into by the Management Company on behalf of the Fund shall be governed by and construed in accordance with Spanish Laws.

All matters, disagreements, actions and claims deriving from the Management Company's constitution, administration and legal representation of BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS, and the Bond issue by the same, shall be heard and decided by the competent Spanish Courts and Tribunals.

The Bondholders and the remaining creditors of the Fund shall have no recourse whatsoever against Obligors who may have defaulted on their payment obligations under the Mortgage Loans. Any such rights shall lie with the Management Company, representing the Fund holding the Mortgage Certificates and the Pass-Through Certificates issued backed by the Mortgage Loans.

The Bondholders and the remaining creditors of the Fund shall have no recourse against the Management Company other than as derived from a breach of its duties and therefore at no event as a result of the existence of default or early amortisation or prepayment of the Mortgage Certificates or the Pass-Through Certificates and of the Mortgage Loans, a breach 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. Those actions shall be heard in the relevant ordinary declaratory proceedings depending on the amount claimed.

II.22 Personal taxation of income from the securities offered, distinguishing between resident and non-resident subscribers.

A brief account is given hereinafter of the tax system applicable to the investments derived from this offering, in which connection only State laws in force for the time being and general aspects that might affect investors are taken into account; investors must bear in mind both their possible special tax circumstances and the rules applied territorially and contained in the laws in force at the time when the relevant income is obtained and returned.

Because this offering will be represented by book entries and an application will be made for the securities to be listed and traded on an official Spanish secondary securities market, which circumstances are relevant to determining taxation, the assumption made is that these requirements shall be met. It has moreover been considered that, upon being issued, the Bonds will be considered financial assets with an explicit yield, when this qualification is relevant for tax purposes.

The withholdings, contributions and taxes established now or in the future on the Bond principal, interest or income shall be payable by the Bondholders, and their amount shall be deducted, as the case may be, in the manner statutorily prescribed.

It should finally be noted that the tax treatment described herein is general and has not therefore included the taxation applicable to income obtained through entities under an imputed income system.

II.22.1 Natural or legal persons resident in Spain.

Personal Income Tax.

Income obtained by Bondholders who are Personal Income Tax (IRPF) payers, both as interest and in connection with the transfer, repayment or amortisation of the Bonds, shall be considered income on investments obtained from the assignment of own capital to third parties, as defined in article 23.2 of the Personal Income Tax and Other Tax Rules Act 40/1998, December 9 (“**Act 40/1998**”).

In this sense, in the event of revenues derived from receipt of Bond coupons, the aggregate income shall be determined by the amount of interest received, including the IRPF withholding made, as the case may be.

Furthermore, in the event of transfer, redemption or amortisation of the Bonds, the income on investments shall be deemed to be the difference between the transfer, redemption or amortisation value (less ancillary disposal expenses) and the acquisition or subscription value (plus ancillary acquisition expenses). When the taxpayer has acquired other homogeneous financial assets within two months before or after transfer, redemption or amortisation, negative income from the Bonds shall nevertheless be integrated as the Bonds remaining on the taxpayer’s assets are transferred.

The net income on investments shall be found deducting the Bond servicing and custody expenses from the aggregate income, provided that those expenses do not derive from a discretionary management of the portfolio of investments. The income from the transfer, redemption or amortisation of Bonds being part of the investor’s assets for a time-period in excess of two years shall be reduced by 40%.

Interest income received shall be subject to a 15% withholding tax on account of the beneficiary’s IRPF.

There is no withholding tax obligation on income derived from the transfer or repayment of the Bonds, because these are represented by means of book entries and are traded on an official Spanish securities market, other than for the part of the price equivalent to the matured coupon in transfers made within thirty days immediately preceding coupon maturity where (i) the transferee is a person or undertaking not resident in Spanish territory or a Corporation Tax obligor, and (ii) this income is exempt from the obligation to withhold from the transferee.

Corporation Tax.

Both interest income and income derived from the transfer, repayment or amortisation of the Bonds obtained by undertakings considered to be Corporation Tax obligors, shall be added to the tax base as prescribed under Title IV of Corporation Tax Act 43/1995, December 27.

The aforesaid income shall be excluded from withholding tax as provided by article 57.q) of Royal Decree 537/1997, April 14, approving the Corporation Tax Regulations. Nevertheless, in accordance with the Ministerial Order of December 22, 1999, the procedure for the exclusion of withholding tax or prepayment on the Bond interest to be effective shall be subject to the following requirements:

1. The Management Company, for and on behalf of the Fund as the issuer, shall pay the custodians, through the Paying Agent, the liquid amount resulting from applying the general withholding rate in force on that date to all the interest.
2. By the 10th of the month after the month of maturity of each coupon, the custodians shall provide the Management Company or the Paying Agent with an itemised list of the holders who must pay Corporation Tax, along with their identification particulars, the number of securities they held at the date of maturity of each coupon, the respective gross income and the amount withheld.
3. Bondholders who are Corporation Tax obligors shall certify that circumstance with the custodians of the securities by the 10th of the month after coupon maturity in order that the custodians may draw up the list specified in the preceding paragraph.
4. Forthwith upon receiving that list, the Management Company shall promptly pay the custodians through the Paying Agent the amount withheld from those obligors or taxpayers.
5. The custodians shall forthwith pay the amount withheld to the obligor or taxpaying holders.

II.22.2 Natural or legal persons not resident in Spain.

Income obtained by Bondholders who are Non-Resident Income Tax payers, both on interest and in connection with the transfer, repayment or amortisation of the Bonds, shall be considered to be income obtained in Spain, with or without a permanent establishment, on the terms of article 12 of Non-Resident Income and Tax Rules Act 41/1998, December 9 (“**Act 41/1998**”).

Income obtained through a permanent establishment.

Bond income obtained by a permanent establishment in Spain shall pay tax as described for Corporation Tax payers (legal persons resident in Spain), notwithstanding the provisions of double-taxation Agreements of which Spain is a signatory, which might determine that the relevant income pays no tax or, as the case may be, that reduced rates apply. The aforesaid income shall be subject to a Non-Resident Income Tax withholding in the same events and on the same terms mentioned for Corporation Tax payers resident in Spain. The procedure for exclusion of withholding or prepayment prescribed for Corporation Tax payers shall also apply to non-residents operating in Spain through a permanent establishment.

Income obtained other than through a permanent establishment.

Bond income obtained by persons or undertakings not resident in Spain acting without a permanent establishment shall pay tax in accordance with the rules of Chapter IV of the aforesaid Act 41/1998, the following elements of the system of that Act being noteworthy, without prejudice to the provisions of double-taxation Agreements signed by Spain determining that the relevant income need pay no tax or, as the case may be, that reduced rates apply:

- The tax base shall be quantified as the full amount of the income obtained, calculated with reference to the rules of Act 40/1998, whereas the reductions of that Act will not apply.
- In the event of transfer, repayment or amortisation, expenses attaching to acquisition and disposition shall be taken into account for calculating the income, provided that they are properly supported. Taxation shall be

separately effected for each total or partial taxable accrual of income, which may under no circumstances be set off against one another.

- The Tax will be calculated applying a 15 percent rate to the tax base comprising Bond interest and income.
- Bond income obtained both as interest and in connection with the transfer, repayment or amortisation of the Bonds, by persons or undertakings not resident in Spain acting in this connection without a permanent establishment shall be exempt when the beneficiary is a resident of another European Union Member State.
- Income derived from the transfer of such securities made on any of the official Spanish secondary securities markets obtained by non-resident natural persons or undertakings other than through a permanent establishment in Spanish territory, resident in a State having signed a double-taxation agreement with Spain with an information-exchange clause, will also be exempt.
- These exemptions shall by no means apply where the income is obtained through countries or territories statutorily qualified as tax havens.
- The application of any exemption or reduced rate for which provision is made in the internal laws or in an Agreement signed by Spain shall require satisfactory proof of the investor's tax residence in accordance with the set requirements.
- On the other hand, Bond coupons are in principle liable to a withholding, unless evidence is produced of exemption or Tax payment. The amount withheld is equivalent to the final Tax.
- In accordance with the Ministerial Order of April 13, 2000, in connection with the application for the case of interest of the exclusion from withholding tax or withholding at a reduced rate by applying the taxation limits established in Double-Taxation Agreements, the procedure will be as follows:
 1. The Management Company shall, for and on behalf of the Fund as the issuer, through the Paying Agent, pay to the custodians the net amount resulting from applying the general withholding rate in force on that date to all the interest.
 2. By the 10th of the month after the month of maturity of each coupon, the custodians shall provide the Management Company or the Paying Agent with an itemised list of the holders who must pay Non-Resident Income Tax for obtaining income in Spanish territory without a permanent establishment, along with their identification particulars, the number of securities they held at the date of maturity of each coupon, the respective gross income and the amount withheld.
 3. Bondholders who are Non-Resident Income Tax payers shall have established to the custodians that they are entitled to have the taxation limits of an Agreement applied or to be excused from withholding. The custodians shall draw up the list referred to in the preceding paragraph including the holders of the securities who have established that right upon the list being issued to the Management Company.
 4. Forthwith upon receiving the list referred to in paragraph 2 above, the Management Company shall promptly pay all the custodians through the Paying Agent the excess amount withheld from those obligors or taxpayers.
 5. The custodians shall forthwith pay the excess amount withheld to the obligors or taxpaying holders.

6. For the purpose of establishing the right to have the withholding made applying the taxation limits of an Agreement or to be excused therefrom, taxpayers shall prove their tax residence by means of the following documents:

- When the withholding exclusion results from the application of internal Spanish regulations, by means of a residence certificate issued by the tax authorities of the country of residence.
- When the withholding exclusion or the withholding is made at a reduced rate, under an Agreement with a certificate issued by the respective tax authority, expressly recording that the taxpayer is a resident within the meaning of the Agreement. Nevertheless, when a withholding is made applying a taxation limit laid down in an Agreement implemented by means of an Order establishing the use of a specific form, this shall be established therewith in lieu of the certificate.

The residence certificates referred to in the preceding paragraphs shall be valid for one year.

- Furthermore, and whether or not they pay the Tax, Bond transfer or repayment income shall not be liable to withholding because the Bonds have an explicit yield, are represented by book entries and are traded on an official Spanish secondary securities market, on the terms and conditions for which provision is made in article 70.3.f) of the Personal Income Tax Regulations, under an express renvoi made in article 14.3.b) of the Non-Resident Personal Income Tax Regulations. The foregoing shall be without prejudice to the joint and several liability of the Bond custodian or manager, and the actual non-resident holder's duties to return and pay the Tax in due course.

II.22.3 Indirect taxation on the transfer of the Bonds.

The conveyance of transferable securities is exempt from paying Capital Transfer and Documents Under Seal Tax and Value Added Tax.

II.22.4 Wealth Tax.

Natural persons whose personal obligation it is to pay this Tax and who are Bondholders at December 31 of each year, shall include the Bonds in that Tax base at their average trading value in the fourth quarter of each year.

Non-resident natural persons whose real obligation it is to pay this Tax will also have to pay Wealth Tax, other than as provided in the double-taxation Agreements. Nevertheless, residents in other European Union countries shall be exempt in connection with Bonds whose income is exempt in regard to Non-Resident Income Tax, on the terms set forth above.

II.22.5 Inheritance and Gift Tax.

The transfer of the Bonds to natural persons by inheritance or donation shall be subject to the general rules of Inheritance and Gift Tax. In the event that the beneficiary should be a Company, the income obtained would be taxed in accordance with the Corporation Tax rules, or as Non-Resident Personal Income, in the event that the beneficiary is a non-resident entity.

II.23 Purpose of the transaction.

The net amount of the Bond Issue will be fully allocated to paying the price for the acquisition of the Mortgage Certificates and the Pass-Through Certificates issued by BANKINTER pooled in the Fund assets.

BANKINTER has no intention of subscribing in its own name for all or part of the Bond Issue, without prejudice to the total Bond Issue being underwritten in the event for which provision is made in section II.19.1 of this Offering Circular.

II.24 Institutions that have agreed, as the case may be, to be involved in secondary trading, providing liquidity by offering consideration, specifying the extent and manner of their involvement.

There are no commitments for any institution to be involved in the secondary market of the Bonds, providing liquidity by offering consideration.

II.25 Natural or legal persons with a relevant involvement in structuring or providing advice for the constitution of the Fund or in connection with any item of the significant information contained in the offering circular, including, as the case may be, underwriting the placement.

II.25.1 Specification of natural and legal persons.

- a) The Fund and the Bond Issue were financially structured by EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN.
- b) RAMÓN & CAJAL ABOGADOS, who are independent legal advisers, have provided legal advice for the transaction.
- c) BANKINTER is the Originator of the Mortgage Loans by means of the issue of the Mortgage Certificates and the Pass-Through Certificates, which shall be fully subscribed for by the Fund upon being constituted.
- d) MORGAN STANLEY and SOCIÉTÉ GÉNÉRALE are involved as Lead Managers and Underwriters and Placement Agents of the Bond Issue, and shall be the placement agents in charge of keeping the Bond subscription orders book (*book runner*).
- e) BANKINTER is involved as Lead Manager and Placement Agent of the Bond Issue.
- f) FORTIS BANK, AHORRO CORPORACIÓN FINANCIERA S.V., BEAR STEARNS, EBN BANCO and SCH are involved as Underwriters and Placement Agents of the Bond Issue.
- g) BANKINTER is involved as Paying Agent of the Bond Issue.
- h) PRICEWATERHOUSECOOPERS are involved as auditor checking a number of features of the selection of mortgage loans owned by BANKINTER from which the Mortgage Loans for the issue the Mortgage Certificates and the Pass-Through Certificates to be subscribed for by the Fund upon being constituted, shall be taken.

II.25.2 Statement by the person responsible for the Offering Circular on behalf of the Management Company, specifying whether he is aware of the existence of any relationship whatsoever (political rights, employment, family, etc.) or economic interest of those experts, advisers, and of other institutions involved, with both the Management Company and the former holders of assets acquired by the Fund.

“I, Mr MARIO MASÍÁ VICENTE, for and on behalf of EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, with place of business at Madrid, Calle Lagasca no. 120, and in connection with the constitution of the Fund BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS, amounting to EUR one billion three hundred and fifty million (1,350,000,000.00), notice of which for verification by and registration at the Comisión Nacional del Mercado de Valores was given on September 11, 2003, and in pursuance of point II.25.2. of Comisión Nacional del Mercado de Valores Circular 2/94, March 16, approving the standard Offering Circular for constituting Mortgage Securitisation Funds (implementing the Order dated July 12, 1993, in turn implementing Royal Decree 291/92, March 27),

HEREBY DECLARE

That Bankinter S.A.. has a 1.53 percent interest in the Management Company’s share capital.

That Mr Rafael Mateu de Ros, Secretary to the Board of Directors of Bankinter S.A., is a consultant and partner of Ramón & Cajal Abogados and has advised us that he carries on at that firm no business related to financial markets or operations and has not been howsoever involved in the advice given by Ramón & Cajal Abogados with respect to the transaction.

That there is no other relationship or economic interest whatsoever between the experts who were involved in structuring or providing advice for the constitution of the Fund, or certain significant information contained in the Offering Circular, either with the actual Management Company or with BANKINTER, the institution issuing the Mortgage Certificates and the Pass-Through Certificates.”

II.25.3 Statement by the Originator.

Statement by BANKINTER.

I, Mr Rafael Mateu de Ros Cerezo holding Spanish Identity Document no. 10.549.387 T, acting for and on behalf of BANKINTER S.A., with place of business for these purposes in Madrid, Paseo de la Castellana number 29, duly authorised for these presents, and in connection with the constitution of BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS,

HEREBY DECLARE

· That the representations in regard to the Mortgage Loans and the Mortgage Certificates and the Pass-Through Certificates, contained in section IV.1.1 of the Offering Circular, are truthful.

· That the above representations shall be warranted to the Management Company, on behalf of the Fund, in the Fund Deed of Constitution.

· That the necessary checks have been made to verify that the information contained in the Offering Circular, as to the portfolio of mortgage loans which shall be mostly assigned to the Fund, constituting the Mortgage

Loans backing the issue of the Mortgage Certificates and the Pass-Through Certificates, is truthful and complete.

· That those checks have not revealed any circumstances contradicting or altering the information contained in the Offering Circular, or that the latter has omitted any material facts or figures which might be relevant to the investor.

In witness whereof, to serve and avail as and where appropriate, this statement has been made at Madrid, on September 23, 2003.

Attached as Appendix VII to this Offering Circular is a photocopy of the letter from the Originator making that statement.

GENERAL INFORMATION ON THE FUND

III.1 Governing system, name and purpose of the Fund.

The constitution of the Fund and Bond issue by the same shall be subject to (i) the Deed of Constitution; (ii) Royal Decree 926/1998 and implementing regulations; (iii) Act 19/1992, failing a provision in Royal Decree 926/1998 and to the extent applicable; (iv) Act 3/1994; (v) Act 44/2002; (vi) Securities Market Act 24/1988, and (vii) all other legal and statutory provisions in force and applicable from time to time.

The name of the Fund is “BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS” and the following short names may also be used without distinction to identify the Fund:

- BANKINTER 6 FTA
- BANKINTER 6 F.T.A.

The Fund is set up to serve as a vehicle for pooling the credit rights to be transferred by BANKINTER to the Fund upon being constituted, and to make the Bond Issue, by means of a financial transformation and credit enhancement process derived from the various lending and borrowing and hedging transactions arranged for on the Fund’s behalf.

Companies Register.

For the record, neither the constitution of the Fund nor the Bonds issued backed by its assets shall be entered in the Companies Register, in pursuance of the facultative authority for which provision is made in article 5.4 of Royal Decree 926/1998.

III.2 Legal nature of the Fund.

The Fund shall be a separate closed-end fund, devoid of legal personality. Its assets shall comprise the Mortgage Certificates and the Pass-Through Certificates pooled therein upon being constituted, and the Cash Reserve, and its liabilities shall comprise the Bonds issued, the Subordinated Loan and the Start-Up Loan, and the net worth of the Fund shall be nil. Additionally, the Interest Swap shall be reported in memorandum accounts.

In accordance with Additional Provision Five of 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, amended by Act 44/2002, in the event of bankruptcy of BANKINTER, as Originator of the Mortgage Loans pooled in the Fund by means of the issue of the Mortgage Certificates and the Pass-Through Certificates, the assignment and issue may only be contested in the event of fraud, whereas the Fund shall have an absolute right of separation on the terms established in articles 908 and 909 of the Commercial Code. The Fund shall have the same right of separation in the event of receivership or similar situations of the Originator.

The Fund shall be in existence until no later than August 26, 2038, the Final Maturity Date of the Bond Issue, other than in the events laid down in sections III.8.1 and III.8.2 of this Offering Circular.

The net worth elements making up the Fund assets and liabilities and the risk hedge transactions and services arranged for on the Fund's behalf are determined hereinafter in this section.

III.2.1 Fund Assets.

The Fund assets shall consist of the following:

a) At source (until the Closing Date, inclusive).

- (i) The Mortgage Certificates and the Pass-Through Certificates which BANKINTER will issue on the Mortgage Loans, the total capital or principal of which shall be at least equal to EUR one billion three hundred and fifty million (1,350,000,000.00), the amount of the face value of the Bond Issue.

Section IV.1 of this Offering Circular describes the general characteristics of the Mortgage Loans and the terms and conditions for the issue of the Mortgage Certificates and the Pass-Through Certificates perfecting the assignment.

The characteristics of the mortgage loans selected from BANKINTER'S portfolio, from which the Mortgage Loans shall be taken upon the Fund being constituted, are detailed in section IV.4 of this Offering Circular.

- (ii) The amount receivable upon the payment of the subscription underwritten for each Bond Series.
- (iii) The initial expenses for constituting the Fund and issuing the Bonds booked as assets.
- (iv) The balance existing on the Treasury Account under the Guaranteed Interest Rate Account (Treasury Account) Agreement comprising the amounts obtained under the Start-Up Loan and the Subordinated Loan, as detailed in section V.3.1 of this Offering Circular.

b) During the life of the Fund.

- (i) The Outstanding Balance of the Mortgage Loans resulting from the amortised amounts.
- (ii) The balance pending amortisation of initial expenses for constituting the Fund and issuing the Bonds.
- (iii) Mortgagee Loan interest.
- (iv) Amounts receivable under the Interest Swap established in section V.3.4 of this Offering Circular.
- (v) The homes awarded to the Fund upon foreclosing in due course the real estate mortgages securing the Mortgage Loans, any amounts or assets received upon the judicial or notarial foreclosure of the mortgage securities, or from the sale or utilisation of properties awarded to the Fund upon enforcing the mortgage securities, or in connection with the administration or interim possession of the property

(in foreclosure proceedings), purchase for the auction sale price or amount determined by a court decision. Similarly, all other rights conferred to the Fund derived from the Mortgage Loans.

(vi) All other balances existing on the Treasury Account and interest thereon accrued over time and not due, in accordance with the Guaranteed Interest Rate Account (Treasury Account) Agreement.

(vii) All other balances over time of interest and income accrued and not due.

III.2.2 Fund Liabilities (until the Closing Date, inclusive).

The Fund liabilities shall consist of the following:

a) At source.

(i) The total amount of the Bond Issue amounts to a total face value of EUR one billion three hundred and fifty million (1,350,000,000.00) and consists of thirteen thousand five hundred (13,500) Bonds denominated in euros denominated in EUR and comprises three (3) Bond Series distributed as follows:

- i) Series A having a total face amount of EUR one billion two hundred and ninety-five million three hundred thousand (1,295,300,000.00) comprising twelve thousand nine hundred and fifty-three (12,953) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries.
- ii) Series B having a total face amount of EUR twenty-seven million seven hundred thousand (27,700,000.00) comprising two hundred and seventy-seven (277) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries.
- iii) Series C having a total face amount of EUR twenty-seven million (27,000,000.00) comprising two hundred and seventy (270) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries.

The characteristics of the Bond Issue are established in Chapter II of this Offering Circular.

The amount payable for subscribing for the Mortgage Certificates and the Pass-Through Certificates issued by BANKINTER.

The Start-Up Loan amount established in section V.3.3 of this Offering Circular, designed to finance the initial expenses for constituting the Fund and issuing the Bonds, and partially finance the acquisition of the Mortgage Certificates and the Pass-Through Certificates.

The Subordinated Loan established in section V.3.2 of this Offering Circular, designed to set up the Cash Reserve.

b) During the life of the Fund:

- i) The Outstanding Principal Balance of the Bonds in each of the Series and time-apportioned interest accrued and not due.
- ii) The principal pending repayment and time-apportioned interest accrued and not due on the Start-Up Loan and the Subordinated Loan.

- iii) The balances over time for fees and other expenses established in the various transaction agreements and any others incurred by the Fund.
- iv) Amounts payable under the Interest Swap.
- v) Fees and other expenses established in the various transaction agreements and any others incurred by the Fund.

III.2.3 Cash Reserve.

The Management Company shall set up on the Closing Date a Cash Reserve initially by drawing fully the Subordinated Loan principal and shall subsequently keep the Required Cash Reserve provisioned in the Fund Priority of Payments.

The characteristics of the Cash Reserve shall be as follows:

III.2.3.1 Amount

1. The Cash Reserve shall be set up on the Closing Date in an initial amount equal to EUR fifteen million five hundred and twenty-five thousand (15,525,000.00).
2. Subsequently to being set up, on each Payment Date, the Cash Reserve shall be provisioned up to the amount established hereinafter with the Available Funds in the Fund Priority of Payments.

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

- i) EUR fifteen million five hundred and twenty-five thousand (15,525,000.00), equivalent to 1.15% of the face amount of the Bond Issue.
 - ii) The higher of:
 - a) 2.30% of the Outstanding Principal Balance of the Bond Issue.
 - b) 1.00% of the face amount of the Bond Issue.
3. Notwithstanding the above, the Required Cash Reserve shall not be reduced and shall remain at the amount with which it had to be provisioned on the preceding Payment Date whenever any of the following circumstances concur on the Payment Date:
 - i) That, on the Determination Date for the then-current Payment Date, the amount of the sum of the Outstanding Balance of the Mortgage Loans with an arrears in excess of ninety (90) days and less than eighteen (18) months in payment of amounts due and payable is in excess of 1.00% of the Outstanding Balance of the Mortgage Loans in good standing in payments of amounts due or, if delinquent, with an arrears of less than eighteen (18) months on that same date.
 - ii) That there is an Amortisation Deficiency.

4. The Required Cash Reserve may be reduced by changing the calculation rule established in paragraph 2 above following an express discretionary authorisation of the Rating Agencies, provided that such changes are not detrimental to the rating assigned by the Rating Agencies to the Bonds.

III.2.3.2 Yield.

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

III.2.3.3 Application.

The Cash Reserve shall be applied on each Payment Date after being set up to satisfying the payment obligations contained in the Priority of Payments.

III.2.4. Risk hedging and services transactions.

In order to consolidate the financial structure of the Fund, enhance the safety or regularity in payment of the Bonds, cover the timing differences between the scheduled principal and interest flows on the Mortgage Loans and the Bonds, or, generally, transform the financial characteristics of the Mortgage Loans, and supplement management of the Fund, the Management Company shall, on behalf of the Fund, upon executing the Deed of Constitution, proceed to formally enter into the agreements established hereinafter in this section, in accordance with the provisions of article 6.1 of Royal Decree 926/1998.

The Management Company may extend or amend the agreements entered into on the Fund's behalf, substitute each of the service providers to the Fund under those agreements and indeed, if necessary, enter into additional agreements, including new credit facility agreements, provided that the circumstances preventing the foregoing in accordance with the laws in force from time to time do not occur. In any event, those actions shall require that the Management Company first notify or secure the prior authorisation, if necessary, of the CNMV or competent administrative body and the Rating Agencies, and that such changes are not detrimental to the rating assigned to the Bonds by the Rating Agencies. Furthermore, those actions shall not require an amendment of the Deed of Constitution, save to the extent that they shall result in an amendment of the Fund Priority of Payments.

The following transactions are to be arranged on behalf of the Fund for hedging financial risks and provision of services:

- (i) Guaranteed Interest Rate Account (Treasury Account) Agreement.
- (ii) Subordinated Loan Agreement.
- (iii) Start-Up Loan Agreement.
- (iv) Interest Swap Agreement.
- (v) Bond Issue Management, Underwriting and Placement Agreement.
- (vi) Mortgage Loan Servicing and Mortgage Certificate and Pass-Through Certificate Custody Agreement.
- (vii) Bond Paying Agent Agreement.

The itemised description of the most relevant terms of each of the above agreements may be found in section V.3 of this Offering Circular, and similarly a more thorough description of the Mortgage Loan Servicing and Mortgage Certificate and the Pass-Through Certificate Custody Agreement may be found in section IV.2.

III.2.5 Fund Income.

The Fund shall have the income credited to the Treasury Account.

The following income may be used for satisfying the Fund's payment obligations:

- a) Mortgage Loan principal repayment amounts received.
- b) Mortgage Loan interest.
- c) The Start-Up Loan amount.
- d) The amount of the Cash Reserve, initially set up by drawing down the Subordinated Loan amount.
- e) Amounts received on the terms of the Interest Swap.
- f) The yield obtained by investing the amounts credited to the Treasury Account.
- g) Any other amounts received by the Fund, including Fund receivables under the Mortgagee Loans both resulting from the sale of properties or assets awarded to the Fund or from their utilisation, and from all other rights conferred to the Fund upon subscription for the Mortgage Certificates and the Pass-Through Certificates.

III.2.6 Expenses payable by the Fund.

The Management Company shall settle on the Fund's behalf all such expenses as may be necessary for the Fund to operate, being both initial expenses and ordinary periodic and extraordinary expenses accrued throughout its life.

Value Added Tax (VAT) payable by the Fund shall be deemed to be a deductible expense for Corporation Tax purposes.

Initial expenses.

The estimated initial expenses for setting up the Fund and issuing the Bonds are itemised in section II.14 of the Offering Circular. Payment of the initial expenses shall be made with the amount drawn on the Start-Up Loan and shall not be subject to the Fund Priority of Payments.

Expenses throughout the life of the Fund.

The Management Company shall pay on behalf of the Fund all expenses necessary for the Fund to operate, being both ordinary periodic and extraordinary expenses accruing throughout its life, which shall be settled in their relevant Fund Priority of Payments. For illustrative purposes only, the Management Company shall satisfy the following expenses:

- a) The balance, if any, of the initial expenses for setting up the Fund and issuing the Bonds exceeding the amount for which provision is made in section II.14 of the Offering Circular.
- b) Any expenses arising from mandatory verifications, registrations and administrative authorisations.
- c) Expenses, if any, derived from drafting and executing the amended Deed of Constitution and the Agreements, and from entering into additional agreements.
- d) Rating Agency fees for monitoring and maintaining the Bond rating.
- e) Bond amortisation expenses.

- f) Expenses relating to the keeping of the Bond accounting record, for the Bonds to be represented by means of book entries, listing the Bonds on organised securities markets and maintenance of all of the foregoing.
- g) Any expenses derived from the sale of the Mortgage Certificates and the Pass-Through Certificates and the remaining assets of the Fund to liquidate the same, including those derived from obtaining a credit facility.
- h) Expenses required for applying for foreclosure of the Mortgage Loans and derived from such recovery actions as may be necessary.
- i) Expenses derived from managing the Fund.
- j) Expenses derived from servicing of the Mortgage Loans and custody of the Mortgage Certificates and the Pass-Through Certificates.
- k) Financial expenses of the Bond Issue.
- l) Amounts payable under the Interest Swap.
- m) Fees and expenses payable by the Fund under all other service and financial transaction agreements made.
- n) Expenses derived from inserts and notices relating to the Fund and/or the Bonds.
- o) Expenses of audits and legal advice.
- p) In general, any other expenses borne by the Fund or the Management Company for and on behalf of the Fund.

III.3 Management and representation of the Fund and of the Bondholders.

III.3.1 Description of the duties and responsibilities taken on by the Management Company in managing and legally representing the Fund and the Bondholders.

The management and legal representation of the Fund shall lie with the Management Company, EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, on the terms set in Royal Decree 926/1998, Act 19/1992, failing a provision in Royal Decree 926/1998 and to the extent applicable, and other applicable laws, and on the terms of the Deed of Constitution.

The Economy and Finance Ministry authorised the incorporation of the Management Company as a Mortgage Securitisation Fund Management Company on December 17, 1992 and, subsequently, on October 4, 1999 authorised its re-registration as a Securitisation Fund Management Company. It is moreover entered in the special register purposely kept by the CNMV under number 2. The information on the Management Company is contained in Chapter VI of this Offering Circular.

The Management Company shall discharge for the Fund the functions attached to it under Royal Decree 926/1998.

It is also the Management Company's duty, as the manager of third-party portfolios, to represent and defend 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, observing the provisions in force for that purpose from time to time. The 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 Offering Circular.

The Management Company shall notify the Bondholders and all other ordinary creditors of the Fund of all and any circumstances that may be relevant to them, by publishing appropriate notices on the terms established in section III.5.2 of this Chapter.

III.3.1.1 Administration and representation of the Fund.

The Management Company's policies, obligations and actions in fulfilment of its duty to manage and legally represent the Fund are the following, for illustrative purposes only and without prejudice to any other actions provided in the Deed of Constitution and/or in this Offering Circular:

The Management Company's action policies.

1. Due diligence.

The Management Company shall perform its activity due diligently, as prescribed by Royal Decree 926/1998, representing the Fund and defending the interests of the Bondholders and of the Fund's other ordinary creditors as if they were its own interests, stepping up the standards of diligence, reporting and defence of their interests and avoiding situations which might result in conflicts of interest, giving the interests of the Bondholders and all other ordinary creditors of the Fund priority over third-party and its own interests.

In the above connection, and without prejudice to the foregoing, the Management Company may be the Management Company of other Securitisation Funds. The simultaneous management thereof shall not howsoever infringe its due diligence obligations as Management Company of the Fund or of other Securitisation Funds.

2. Availability of means.

The Management Company has the necessary means, including suitable information systems, to discharge the Fund management functions prescribed by Royal Decree 926/1998.

3. Code of Conduct.

The Management Company shall comply with the code of conduct applicable to it. The Management Company has established an Internal Code of Conduct in pursuance of the provisions of Chapter II of Royal Decree 629/1993, May 3, regarding the rules of conduct in securities markets and mandatory registrations, which has been communicated to the CNMV.

Obligations and actions of the Management Company for administering the Fund.

1. Fund Management.

- (i) Managing the Fund in order that its net asset value is nil at all times.
- (ii) 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.

- (iii) Doing no things that might impair the ratings assigned by the Rating Agencies to each Series in the Bond Issue, and endeavouring to take such steps as may reasonably be in its hand for said ratings not to be adversely affected at any time.
- (iv) Entering on behalf of the Fund into such agreements as are provided in the Deed of Constitution and in this Offering Circular.
- (v) Making such decisions as may be appropriate in connection with the liquidation of the Fund, including the decision to proceed to an Early Liquidation of the Fund and Early Amortisation of the Bond Issue, in accordance with the provisions of the Deed of Constitution and this Offering Circular. Moreover, making all appropriate decisions in the event of the constitution of the Fund terminating.
- (vi) Complying with its formal, documentary and reporting duties to the CNMV, the Rating Agencies and any other supervisory body.
- (vii) Appointing and, as the case may be, replacing and dismissing the auditor who is to review and audit the Fund's annual accounts.
- (viii) Preparing and submitting to the CNMV and any other competent administrative body all documents and information to be submitted as established in the laws in force for the time being, in the Deed of Constitution and in this Offering Circular, or which may be required of it, and preparing and submitting to the Rating Agencies such information as may reasonably be required of it.
- (ix) Providing the holders of Bonds issued by the Fund, the CNMV and the public at large 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 Offering Circular.
- (x) Complying with the calculation duties laid down in the Deed of Constitution and in this Offering Circular and in the various Fund transaction agreements described in section V.3 of the Offering Circular, or in such others as the Management Company may enter into in due course for and on behalf of the Fund.

The Management Company may extend or amend the agreements entered into on behalf of the Fund and substitute each of the Fund service providers thereunder, and indeed, if necessary, enter into additional agreements, including new credit facility agreements, and amend the Deed of Constitution, provided that circumstances preventing the foregoing in accordance with the laws in force from time to time do not occur. In any event, those actions shall require that the Management Company first notify or secure the prior authorisation, if necessary, of the CNMV or competent administrative body and the Rating Agencies, and that such changes are not detrimental to the rating assigned to the Bonds by the Rating Agencies. Notice of amendment of the Deed of Constitution or of the agreements shall be given by the Management Company to the CNMV as a relevant event or as a supplement to the Offering Circular, as the case may be. The Deed of Constitution or the agreements may also be corrected upon a request by the CNMV.

2. In relation to the Mortgage Certificates and the Pass-Through Certificates and the Mortgage Loans.

- (i) Exercising the rights attaching to the ownership of the Mortgage Certificates and the Pass-Through Certificates subscribed for by the Fund and, in general, carrying out all such acts of administration and disposition as may be required for properly managing and legally representing the Fund.
- (ii) Checking that the amount of income actually received by the Fund matches the amounts that must be received by the Fund, in accordance with the terms of each Mortgage Loan and the respective Mortgage Certificate or Pass-Through Certificate and on the terms of their relevant agreements.
- (iii) Validating and controlling the information received from the Servicer on the Mortgage Loans, both as regards collection of ordinary instalments, early redemptions of principal, payments received on unpaid instalments and delinquency status and control.
- (iv) Ensuring that the Servicer renegotiates the terms of the Mortgage Loans, as the case may be, in accordance with the general or specific instructions communicated by the Management Company.
- (v) Supervising the actions agreed with the Servicer for recovering defaulted Mortgage Loans, issuing instructions, where appropriate, for an execution to be levied and as to the stand to be taken at real estate auction sales. Bringing a foreclosure action where the concurrent circumstances so require.

3. In relation to the Bond Issue.

- (i) Preparing and notifying the Bondholders of the information established in this Offering Circular, and all other statutorily required information.
- (ii) Determining on each Interest Rate Fixing Date and for every subsequent Interest Accrual Period, the nominal interest rate to be applied for each Bond Series, resulting from the determination made in accordance with the provisions of section II.10, to be published as provided in sections III.5.2.a) and c).
- (iii) Calculating and settling the amounts payable on each Payment Date for interest accrued on each of the Bond Series in accordance with the provisions of section II.10, to be published as provided in sections III.5.2.a) and c).
- (iv) Calculating and determining on each Determination Date the principal to be amortised and repaid on each Bond Series on the relevant Payment Date in accordance with the provisions of section II.11.3, to be published as provided in sections III.5.2.a) and c).

4. In relation to the remaining financial or service transactions.

- (i) Determining the interest rate applicable to the relevant borrowing, lending and hedge transactions.
- (ii) Calculating and settling the interest amounts and fees receivable and payable by the Fund on the various financial borrowing, lending and hedge accounts, and the fees payable for the various financial services arranged for.
- (iii) Opening on behalf of the Fund the Treasury Account at BANKINTER.

- (iv) Taking the actions for which provision is made in relation to the Guaranteed Interest Rate Account (Treasury Account), Interest Swap and Bond Paying Agent Agreements respectively described in sections V.3.1, V.3.4 and V.3.7 in relation to the debt ratings or financial position of the counterparties under those Agreements or their financial position.
- (v) Paying into the Treasury Account the amounts received from the Mortgage Loan Servicer as both principal and interest and otherwise howsoever owing to the Fund on account of the same.
- (vi) Watching that the amounts credited to the Treasury Account return the yield set in the Guaranteed Interest Rate Account (Treasury Account) Agreement.

5. In relation to managing the Fund's collections and payments.

- (i) Calculating the Available Funds and the Available Funds for Amortisation and the payment or withholding obligations to be complied with, and applying the same in the Fund Priority of Payments.
- (ii) Instructing transfers of funds between the various borrowing and lending accounts, and issuing all relevant payment instructions, including those designed for servicing the Bonds.

III.3.2 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 management and legal representation function with respect to 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 that function 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 function and that circumstance is notified to the CNMV.
 - (b) In the event that the securities issued by the funds managed by the substituted Management Company have been rated by a rating agency, 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 the 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 on which the securities issued by the Fund are listed.

Forced substitution.

- (i) In the event that the Management Company should be adjudged a bankrupt or in temporary receivership, 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 amortisation of the Bonds issued by the same, and of the loans, in accordance with the provisions of 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 the Deed of Constitution and this Offering Circular. 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.

III.3.3 Subcontracting.

The Management Company shall be entitled to subcontract or delegate 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 the Deed of Constitution, 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 the rating accorded to each of the Bond Series being adversely revised, and (iv) shall be notified to the CNMV and, where statutorily required, will first be authorised by the CNMV. Notwithstanding any subcontracting or delegation, the Management Company shall not be exonerated or released, under that subcontract or delegation, from any of the liabilities undertaken in the Deed of Constitution which may legally be attributed or ascribed to it.

III.3.4 The Management Company's remuneration for discharging its functions.

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 amounting to EUR ninety-eight thousand five hundred (98,500.00) which shall accrue upon the constitution of the Fund and be payable on the Closing Date.
- (ii) A periodic fee: equal to 0.023% per annum, accruing on the exact number of days elapsed in each Interest Accrual Period, from the date of constitution of the Fund until it terminates, and payable quarterly in arrears on each of the Payment Dates, calculated on the Outstanding Principal Balance of the Bond Issue on the Payment Date preceding the current Payment Date. The fee for the first Interest Accrual Period shall accrue

from the date of constitution of the Fund until the first Payment Date and shall be adjusted in proportion to the days elapsed between both dates, calculated on the face amount of the Bond Issue.

The fee payable on a given Payment Date shall be calculated in accordance with the following formula:

$$C = B \times \frac{[]}{100} \times \frac{d}{360}$$

where :

C = Fee payable on a given Payment Date.

B = Outstanding Principal Balance of the Bond Issue, on the preceding Payment Date.

d = Number of days elapsed during the relevant Interest Accrual Period.

In any event, the annual amount of this periodic fee may not be respectively greater or lower than the following maximum and minimum amounts, or their proportional equivalent to the exact number of days elapsed in each of the Interest Accrual Periods.

- a) Maximum annual amount of EUR one hundred and eighty thousand (180,000.00).
- b) Minimum annual amount of EUR thirty-three thousand (33,000.00). In the event that, during the term of the Fund, the National General Retail Price Index published by the Spanish National Institute of Statistics for each calendar year should experience a positive variation, the minimum annual amount would be reviewed cumulatively in the same proportion, from the year 2005, 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 an interest equal to the Reference Rate of the Bonds, payable on the following Payment Date, in the Priority of Payments.

III.4 Drawing up, auditing and approving annual accounts and other accounting documents of the Fund.

The Fund's annual accounts shall be audited and reviewed every year by auditors.

The Management Company shall submit to the CNMV the Fund's annual accounts, along with an audit report on the accounts, within four (4) months of the close of the Fund's fiscal year, which shall match the calendar year.

The Management Company shall proceed to designate, for periods of not more than three (3) years, the 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.

III.5 Obligations and deadlines set to publicise and submit to the CNMV the periodic information on the economic and financial status of the Fund.

- III.5.1** As part of its Fund management and administration duty, the Management Company agrees to submit to the CNMV and the Rating Agencies, as promptly as possible, quarterly after each Payment Date, the information

described hereinafter, with the exception of that contained in section e) which shall be annual, moreover advising it of all ordinary periodic or extraordinary notices contained in section III.5.2 of this Offering Circular, and of such additional information as may be reasonably required of it.

a) In relation to each of the Bond Series on each Payment Date:

1. Outstanding Principal Balance of each Series and percentages represented by each of them on the initial face amount of the Series.
2. Interest accrued and paid.
3. Interest, if any, accrued and not paid.
4. Amortisation accrued and paid on each Series.
5. The amount of the Amortisation Deficiency, if any.
6. Estimated average life and final maturity of each of the Series if the Mortgage Loan prepayment rate is maintained, as determined in paragraph d) below.

b) In relation to the Mortgage Loans on each Payment Date:

1. Outstanding Balance.
2. Interest accrued and not collected on the reporting date.
3. Amount of the instalments in arrears.

c) In relation to the economic and financial status of the Fund on each Payment Date:

Report on the amount of the Available Funds and the Available Funds for Amortisation and their application in the Fund Priority of Payments.

d) In relation to Mortgage Loan prepayment:

Printout establishing the average principal prepayment rate by Mortgage Loan Obligors during the three calendar months preceding the month corresponding to each Payment Date.

e) Annually, in relation to the Fund's Annual Accounts:

Balance sheet, profit & loss account, management report and audit report within four (4) months of the close of each fiscal year.

III.5.2 Other ordinary, extraordinary and relevant event notification obligations.

For a proper compliance with the issue terms, the Management Company agrees to give the notices detailed below, observing the recurrence provided in each case.

a) Ordinary periodic notices.

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 rates resulting for each of the Bond Series, for the Interest Accrual Period after that Payment Date.
2. Quarterly, at least one (1) calendar day in advance of each Payment Date, the Fund shall, through its Management Company, proceed to notify the Bondholders of the following information:
 - i) Interest resulting from the Bonds in each of the 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 shortage of Available Funds, in accordance with the rules governing the Fund 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 percentages such Outstanding Principal Balances represent on the initial face amount of each Bond.
- iv) The actual Mortgage Loan prepayment rate during the three calendar months preceding the month corresponding to each Payment Date.
- v) The average residual life of the Bonds estimated assuming that such actual prepayment rate shall be maintained and making all other assumptions as provided in section II.12.a).

The foregoing notices shall be made in accordance with the provisions of section c) below and will also be notified to the CNMV, the Paying Agent, AIAF and Iberclear, within not more than one (1) Business Day before each Payment Date.

b) Extraordinary notices.

The following shall be the subject of an extraordinary notice:

1. The constitution of the Fund and the Bond Issue, and the final margins applicable for determining the Nominal Interest Rate of each of the Series and the Nominal Interest Rate determined for each of the Series for the first Interest Accrual Period.
2. Other:
Any relevant event occurring in relation to the Mortgage Loans, the Bonds, the Fund and the actual Management Company, which may materially influence trading of the Bonds and, in general, any relevant change in the Fund's assets or liabilities, or in the event of termination of the constitution of the Fund or a decision in due course to proceed to an Early Liquidation of the Fund and an Early Amortisation of the Bond Issue in any of the events provided in this Offering Circular, in which case the CNMV will be sent the Notarial Certificate of termination of the Fund and the liquidation procedure followed will be as referred to in section III.8.1 of this Offering Circular.

c) 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 the AIAF Mercado de Renta Fija or any other institution taking its stead or similarly characterised, or by means of 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 Offering Circular) being valid for such notices.

Exceptionally, the final margins applicable for determining the Nominal Interest Rate of each of the Series and 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 Bond Subscription Period to the Lead Managers and the Underwriters and Placement Agents 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, the 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 online means.

d) Information to the CNMV.

The Management Company shall proceed to advise the CNMV of both ordinary periodic and extraordinary publications made in accordance with the provisions of the preceding sections, and of such other information as may be required of it, irrespective of the above.

III.6 Tax system of the Fund.

In accordance with the provisions of article 1.2 of Royal Decree 926/1998; article 5.10 of Act 19/1992; article 7.1.h) of Corporation Tax Act 43/1995, December 27; article 20.One.18 of Value Added Tax Act 37/1992, December 28, and article 57.k of Royal Decree 537/1997, April 14, approving the Corporation Tax Regulations, the following are the characteristics peculiar to the tax system of the Fund:

- (i) The constitution of the Fund is exempt from the item “corporate transactions” of the Capital Transfer and Documents Under Seal Tax.
- (ii) The Bond issue is exempt from payment of Value Added Tax (article 20.One.18 of the Value Added Tax Act) and Capital Transfer and Documents Under Seal Tax (article 45-I.B number 15 of the Consolidation of the Capital Transfer and Documents Under Seal Tax, confirmed by a Supreme Court judgment dated November 3, 1997).
- (iii) The Fund is liable to pay Corporation Tax, determining the taxable income in accordance with the provisions of Title IV of Corporation Tax Act 43/1995, December 27, applying the general rate in force from time to time, which currently stands at 35%.
- (iv) As for returns on the Mortgage Certificates, Pass-Through Certificates, loans or other credit rights constituting Fund income, there shall be no Corporation Tax withholding or advance payment obligation.
- (v) The management and custody of the Fund shall be exempt from Value Added Tax (article 20.One.18.n) of Act 37/1992).

III.7 Amendment of the Fund Deed of Constitution.

The Deed of Constitution may be amended where that is necessary and provided that circumstances preventing the foregoing in accordance with the laws in force from time to time do not occur. In any event, those actions shall require that the Management Company first notify or secure the prior authorisation, if necessary, of the CNMV, or competent administrative body and the Rating Agencies, and 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.

The extension or amendment by the Management Company of the agreements made on behalf of the Fund, the substitution of the service providers thereunder, and indeed the conclusion of additional agreements, including new credit facility agreements, for which provision is made in the Deed of Constitution and in this Offering Circular, shall not require an amendment of the Deed of Constitution insofar as those actions do not result in a change of the Fund Priority of Payments.

III.8 Liquidation and termination of the Fund.

III.8.1 Early Liquidation of the Fund.

Following notice served on the CNMV, the Management Company shall be entitled to proceed to an early liquidation (“**Early Liquidation**”) of the Fund and thereby an early amortisation (“**Early Amortisation**”), on a Payment Date, of the entire Bond Issue, in the following early liquidation events (“**Early Liquidation Events**”):

- (i) When the amount of the Outstanding Balance of the Mortgage Loans is less than 10 percent of the initial Outstanding Balance on the Fund constitution date, in accordance with the authorisation established in article 5.3 of Act 19/1992 and provided that the payment obligations derived from the Bonds in each Series may be honoured and settled in full in the Priority of Payments.

Payment obligations derived from the Bonds on the date of Early Liquidation of the Fund shall at all events be deemed to be the Outstanding Principal Balance 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 any event or circumstance whatsoever unrelated to the actual operation of the Fund occurs which results in the financial balance of the Fund required by article 5.6 of Act 19/1992 being substantially changed or permanently invalidated. This event includes such circumstances as the occurrence of a change in or supplementary enactments of laws, or the establishment of withholding obligations or other events that might permanently affect the financial balance of the Fund.
- (iii) Mandatorily, in the event that the Management Company should be adjudged a bankrupt or in temporary receivership, or the statutory term to do so, or failing that term four months, should elapse without a new management company being designated in accordance with the provisions of section III.3.2 of this Offering Circular.
- (iv) Upon the lapse of eighteen (18) months from the date of the last maturity of the Mortgage Loans, even if amounts are still due and payable.

The following requirements shall be necessary to proceed to that Early Liquidation of the Fund:

- i) That all the authorisations required to do so, as the case may be, have been obtained from the CNMV or competent administrative authorities or bodies.
- ii) That Bondholders be given fifteen (15) Business Days' notice, as prescribed in section III.5.2 of this Offering Circular, of the Management Company's resolution to proceed to an Early Liquidation of the Fund.

That notice, previously made available to the CNMV and the Rating Agencies, shall contain a description (i) of the event or events for which an Early Liquidation of the Fund is effected, (ii) of the liquidation procedure, and (iii) of the manner in which the payment obligations derived from the Bonds are to be met and settled in the Priority of Payments.

In order for the Fund, through its Management Company, to proceed to an Early Liquidation of the Fund and an Early Amortisation of the Bond Issue in the events and subject to the requirements defined in this section, the Management Company, for and on behalf of the Fund:

- (i) Shall proceed to sell the Mortgage Certificates and the Pass-Through Certificates for a price not below the sum of the value of the principal plus interest accrued and not paid on the Mortgage Loans pending repayment.
- (ii) Shall proceed to terminate such agreements as are not necessary for the Fund liquidation procedure.
- (iii) It will be entitled to arrange for a credit facility which shall be fully and forthwith allocated to the Early Amortisation of the Bond Issue. Repayment of that credit facility shall be guaranteed solely with the interest and principal flows derived from the Mortgage Loans pending repayment and the proceeds from the sale of the other properties remaining on the assets of the Fund.
- (iv) Finally, both due to an insufficiency of the preceding actions and the existence of Mortgage Certificates, Pass-Through Certificates or other remaining assets of the Fund, it shall proceed to sell them and shall be authorised to accept such offers as shall in its opinion cover the market value of the goods at issue. In order for the market value to be fixed, the Management Company may commission such valuation reports as it shall see fit.

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 acquire the Mortgage Certificates and the Pass-Through Certificates or other properties derived therefrom remaining on the assets of the Fund, or to grant to the Fund the credit facility designed for the Early Amortisation of the Bond Issue. 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 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.

Upon provisioning the reserve referred to in section III.8.2 below, the Management Company shall immediately apply all the proceeds from the sale of the Fund's assets to paying the various items, in such manner, amount and order as shall be requisite in the Priority of Payments, other than the obligation to provision the Cash

Reserve, and other than the amounts, if any, drawn under the credit facility arranged, which shall be fully allocated to the Early Amortisation of the Bond Issue.

III.8.2 Termination of the Fund.

The Fund shall terminate in the following events:

- (i) Upon the Mortgage Certificates and the Pass-Through Certificates pooled therein being fully amortised.
- (ii) Upon the Bonds issued being fully amortised.
- (iii) By the Early Liquidation procedure established in section III.8.1 above.
- (iv) At all events, upon the final liquidation of the Fund on the Final Maturity Date, August 26, 2038, or the following Business Day if that date is not a Business Day.
- (v) Upon the Fund constitution terminating in the event that the Rating Agencies should not confirm the assigned provisional ratings as final ratings by the start of the Subscription Period. In that event, the constitution of the Fund, the issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates and the Bond Issue shall be terminated.

Termination of the constitution of the Fund shall be notified to the CNMV as soon as such termination is confirmed, and shall be publicised by means of the procedure specified in section III.5.2.b) and c) of this Offering Circular. Within not more than one month after the occurrence of the 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 Fund Management Company shall defray the Fund constitution expenses payable and specified in section II.14 with the Start-Up Loan, the agreement for which shall not be terminated but shall rather be cancelled after those amounts are settled, the repayment of principal 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 of the Fund by distributing the Available Funds in the set Priority of Payments, that remainder shall be for BANKINTER on the terms established by the Management Company.

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 Available Funds have been distributed, in the Fund Priority of Payments, with the exception of the appropriate reserve to meet final tax, administrative or advertising expenses related to termination and liquidation.

Upon a period of six (6) months elapsing from the liquidation of the Fund's remaining assets and the distribution of the 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 the Bondholders and the CNMV were given notice, and (iii) how the Fund's available funds were distributed, in the Fund 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.

CHAPTER IV

INFORMATION ON THE CHARACTERISTICS OF THE ASSETS SECURITISED THROUGH THE FUND

IV.1 Assets pooled in the Fund.

The credit rights making up the Fund assets shall exclusively consist of credit rights owned by BANKINTER derived from loans granted by BANKINTER to individuals with real estate mortgage security on finished residential homes located within Spanish territory, both directly and through subrogations of financing granted to developers for building homes (the “**Mortgage Loans**”). The Mortgage Loans will be transferred by BANKINTER to the Fund by means of the issue of Mortgage Certificates or Pass-Through Certificates making up an as yet indeterminate number whose total principal or capital shall be slightly in excess of EUR one billion three hundred and fifty million (1,350,000,000.00).

The Mortgage Loans shall consist of most of a selection of mortgage loans whose characteristics are described in section IV.4 of this Offering Circular. The outstanding principal on the 16,430 mortgage loans selected as of September 1, 2003 amounted on that date to EUR 1,409,104,458.60, of which EUR 1,409,010,335.11 was the outstanding principal and EUR 94,123.49 the overdue principal.

The following are the details of the selected mortgage loans depending on whether the ratio of the outstanding principal as of September 1, 2003 to the appraisal value of the mortgaged property is greater or lower than 80 percent:

Mortgage Loans	Outstanding Principal			Ratio (%)		
		Outstanding	Overdue	Weighted Average ¹	Maximum	
Equal to or greater than 80%	12,342	1,016,609,978.26	1,016,536,432.16	73,546.10	60.48%	80.00%
Greater than 80%	4,088	392,494,480.34	392,473,902.95	20,577.39	85.76%	98.81%
Total	16.430	1.409.104.458,60	1.409.010.335,11	94.123,49	67.52%	

¹ Average weighted to the outstanding principal

In this Chapter and elsewhere in the Offering Circular, the term “Mortgage Loans” shall be used in some definitions to refer generically to the Mortgage Certificates and Pass-Through Certificates together, other than where reference is specifically made to the Mortgage Certificates and Pass-Through Certificates as such.

The Deed of Constitution shall perfect the issue by BANKINTER (the “**Originator**”) of the Mortgage Certificates and the Pass-Through Certificates and their subscription by the Fund, represented by the Management Company, the most significant terms of which are set out hereinafter in this section.

IV.1.1 Representations by BANKINTER regarding the Mortgage Loans and the Mortgage Certificates and the Pass-Through Certificates.

BANKINTER shall represent and warrant as follows to the Fund and the Management Company:

1. In relation to itself.

- (1) That it 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 Register of Credit Institutions of the Bank of Spain, and that it is authorised to operate in the mortgage market.
- (2) That neither at today's date nor at any time since it was incorporated has it been insolvent, in receivership or bankrupt, nor in any circumstance generating a liability which might result in the credit institution authorisation being revoked.
- (3) That it 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 Loans to the Fund and the issue of the Mortgage Certificates and the Pass-Through Certificates, to validly execute the Deed of Constitution, for the undertakings made therein and to execute the agreements relating to the constitution of the Fund.
- (4) That it has audited accounts for the last three years with at least a favourable opinion and without any negative notes from the Auditors in the last year and that it has filed last year's annual accounts with the CNMV and the Companies Register.

2. In relation to the Mortgage Certificates and the Pass-Through Certificates.

- (1) That the Mortgage Certificates and Pass-Through Certificates are issued at arm's length and in accordance with Act 2/1981, Royal Decree 685/1982, Royal Decree 1289/1991 and other applicable regulations, and meet all the requirements established therein. The Pass-Through Certificates are also issued in accordance with the provisions of article 18 of Financial System Reform Act 44/2002, November 22.
- (2) That the Mortgage Certificates and Pass-Through 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 assigned to the Fund by means of the issue of Mortgage Certificates meet all the requirements established in Section 2 of Act 2/1981.
- (4) That the Mortgage Loans assigned to the Fund by means of the issue of Pass-Through Certificates meet all the requirements established in Section 2 of Act 2/1981, other than as regards the maximum percentage of 80 percent of the outstanding principal balance of each of the loans with respect to the appraisal value of the property mortgaged as security therefor.
- (5) That the Mortgage Loans exist and are valid and enforceable in accordance with the applicable laws.
- (6) That it holds absolute title to all the Mortgage Loans and there is no obstacle whatsoever for the Mortgage Certificates and the Pass-Through Certificates to be issued.

- (7) That the details of the Mortgage Certificates, the Pass-Through Certificates and the Mortgage Loans to be included as a Schedule to the Deed of Constitution accurately reflect the current status of those Mortgage Loans, Mortgage Certificates and Pass-Through Certificates and are full and accurate.
- (8) That the Mortgage Loans are all secured with a real estate mortgage ranking first on the fee absolute of each and every one of the mortgaged properties, which are not encumbered with any prohibitions on their disposal, conditions subsequent or any other limitation as to title.
- (9) 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.
- (10) That the Obligors are all individuals.
- (11) That the Mortgage Loans have been granted to individuals in order to finance the purchase, building or renovation of homes located in Spain or are subrogations by private individuals of financings granted to home developers.
- (12) That the mortgages are granted on properties wholly owned in fee absolute by the respective mortgagor, and BANKINTER is not aware of the existence of litigation over the ownership of those properties which might detract from the mortgages.
- (13) 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.
- (14) That the mortgaged properties are all finished homes located in Spain and have been appraised by duly qualified institutions approved by the 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.
- (15) That the outstanding principal on each of the Mortgage Loans assigned to the fund by means of the issue of Mortgage Certificates does not exceed 80% of the appraisal value of the mortgaged properties as security for the relevant Mortgage Loan.
- (16) That the outstanding principal balance on each of the Mortgage Loans assigned to the Fund by means of the issue of Pass-Through Certificates does not exceed 98.81% of the appraisal value of the mortgaged properties as security for the relevant Mortgage Loan.
- (17) That it 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.
- (18) That the properties mortgaged as security for the Mortgage Loans all have at least a valid fire damage insurance, and the insured capital thereunder is not less than the appraisal value of the mortgaged property, excluding elements that cannot by nature be insured. To this end, it has taken out a general

insurance policy to cover those risks in the event of the damage insurance policy taken out by the Obligor not existing or being insufficient or ineffective.

- (19) That the Mortgage Loans are not perfected in registered, negotiable or bearer securities, other than the Mortgage Certificates and the Pass-Through Certificates issued to be pooled in the Fund.
- (20) That none of the Mortgage Loans have any overdue payments on the date of issue of the Mortgage Certificates and the Pass-Through Certificates for a period in excess of one (1) month.
- (21) That it is not aware that any of the Obligors of the Mortgage Loans 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 and the Pass-Through Certificates.
- (22) 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 "Bankinter memorandum on policies for granting individuals credits and loans backed by a real estate mortgage", currently in force, shall be attached to the Deed of Constitution in that respect.
- (23) That the deeds for the mortgages granted on the homes 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.
- (24) That the outstanding principal balance of each of the Mortgage Loans on the date of issue is equivalent to the principal figure of the relevant Mortgage Certificate and Pass-Through Certificate, and in turn the total principal of the Mortgage Certificates and the Pass-Through Certificates shall be at least equivalent to the face value of the Bond Issue.
- (25) That the final maturity date of the Mortgage Loans is before December 22, 2035.
- (26) That after being granted, the Mortgage Loans have been serviced and are still being serviced by BANKINTER in accordance with its set customary procedures.
- (27) That it 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.
- (28) That it is not aware of the premiums accrued heretofore by the insurance taken out referred to in paragraph (18) above not having been fully paid.
- (29) That it has received no notice whatsoever of full prepayment of the Mortgage Loans on the date of issue.
- (30) That it is not aware of the existence of any circumstance whatsoever which might prevent the mortgage security from being enforced.

- (31) That the Mortgage Loans are written off the assets of BANKINTER on the date of the Deed of Constitution, in the participated amount, in accordance with the provisions of Bank of Spain Circular 4/91, without prejudice to the effects that partial or full subscription for the Bond Issue may have for BANKINTER pursuant to that Circular.
- (32) That the Mortgage Certificate, Pass-Through Certificate and Mortgage Loan information contained in the Offering Circular is accurate and strictly true.
- (33) That the Mortgage Loans are not earmarked for any issue whatsoever of mortgage bonds or mortgage certificates, other than the issue of the Mortgage Certificates and the Pass-Through Certificates, and after their issue the Mortgage Loans shall not be earmarked for any issue whatsoever of mortgage debentures, mortgage bonds or other mortgage certificates and pass-through certificates.
- (34) That there is no issue whatsoever of mortgage debentures or mortgage bonds outstanding made by BANKINTER.
- (35) That nobody has a priority right over the Fund in and to the Mortgage Loans, as holder of the Mortgage Certificates and the Pass-Through Certificates.

IV.1.2 Issue of the Mortgage Certificates and the Pass-Through Certificates.

IV.1.2.1 General terms of the issue.

- i) The Mortgage Loans will be fully and unconditionally assigned, perfected by means of the issue of the Mortgage Certificates and the Pass-Through Certificates, for the entire term remaining until maturity.
- ii) The , issue of mortgage participation certificates (the “**Mortgage Certificates**”) shall be made on Mortgage Loans meeting the requirements laid down in Section 2 of Act 2/1981.
- iii) The issue of pass-through certificates (the “**Pass-Through Certificates**”) shall be made on Mortgage Loans failing to meet those requirements because the outstanding principal balance is in excess of 80 percent of the appraisal value of the mortgaged property, as established by article 18 of Financial System Reform Measures Act 44/2002, November 22.
- iv) The assignment of each Mortgage Loan and the issue of the respective Mortgage Certificate or Pass-Through Certificate shall be made 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 Mortgage Loans, excluding the fees established in each of the Mortgage Loans, which shall remain for the benefit of BANKINTER, as detailed in section IV.1.4 below.
- v) The Mortgage Certificates and the Pass-Through Certificates shall be issued for the same term remaining until maturity of each of the underlying Mortgage Loans.
- vi) In accordance with article 348 of the Commercial Code and with article 1529 of the Civil Code, BANKINTER shall be liable to the Fund for the existence and lawfulness of the Mortgage Loans.
- vii) BANKINTER shall not bear the risk of default on the Mortgage Loans and shall therefore have no liability whatsoever for default by the mortgagors of principal, interest or any other amount owing to them by the obligors under the Mortgage Loans. 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 and the Pass-Through Certificates, other than as provided in section IV.1.2.5 below.

viii) The Mortgage Certificates and Pass-Through Certificates shall be represented by registered certificates as established in section IV.1.2.4 below.

ix) Until the execution of the Deed of Constitution, BANKINTER shall be the beneficiary of the damage insurance contracts taken out by the mortgagors in relation to the mortgaged properties as security for the Mortgage Loans, up to the insured amount, and each of the mortgage loan documents 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 in order that the premiums are always paid.

BANKINTER shall thereupon perfect the assignment attached to the issue of the Mortgage Certificates and the Pass-Through Certificates of the rights BANKINTER has as the beneficiary of those damage insurance contracts taken out by the mortgagors or any other insurance policy providing equivalent cover. As the holder of the Mortgage Certificates and the Pass-Through Certificates, the Fund shall be entitled to all the amounts BANKINTER would have received in this connection.

x) The transfer and holding of the Mortgage Certificates and of the Pass-Through Certificates shall be limited to institutional investors, and they may not be acquired by the unspecialised public.

xi) Given that the Fund is an institutional investor, the issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates shall not be subject to a marginal note on each entry of the mortgages in the Land Registry, for the purposes of paragraph two of article 64.6 of Royal Decree 685/1982.

IV.1.2.2 Description of rights conferred on the Fund upon the assignment of the Mortgage Loans by means of the subscription for the Mortgage Certificates and the Pass-Through Certificates.

Specifically, the Mortgage Certificates and the Pass-Through Certificates shall confer on the Fund as the holder thereof the following rights in relation to each of the Mortgage Loans:

- a) To receive all amounts accruing as repayment of Mortgage Loan capital or principal.
- b) To receive all amounts accruing as ordinary interest on the Mortgage Loans.
- c) To receive all amounts accruing as late-payment interest on the Mortgage Loans.
- d) To receive any other amounts, assets or rights received as payment of the Mortgage Loan principal, interest or expenses, either in the form of the auction sale price or amount determined by a court decision or notarial procedure in foreclosing the mortgage securities, on the sale or utilisation of properties 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 ancillary right attached to the Mortgage Loan, excluding the fees established for each of the Mortgage Loans, which shall remain to the benefit of BANKINTER.

The above-mentioned rights will all accrue for the Fund from the date of issue of the Mortgage Certificates and the Pass-Through 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 the Pass-Through Certificates, and interest due and not paid on that same date.

The rights of the Fund resulting from the Mortgage Certificates and the Pass-Through Certificates are linked to the payments made by the Obligors of the Mortgage Loans, and are hence directly affected by the evolution, delays, prepayments or any other incident relating thereto.

Returns on the Mortgage Certificates and Pass-Through Certificates constituting Fund income shall not be subject to a Corporation Tax withholding as established in Royal Decree 537/1997, April 14, approving the Corporation Tax Regulations.

The Fund shall bear all and any expenses or costs arising for BANKINTER derived from the recovery actions in the event of a breach of obligations by the Mortgage Loan Obligors, including foreclosing against the same.

IV.1.2.3 Issue price of the Mortgage Certificates and of the Pass-Through Certificates.

The issue price of the Mortgage Certificates and the Pass-Through Certificates will be at par. The total price payable by the Fund for subscribing for the Mortgage Certificates and the Pass-Through Certificates shall be the amount equivalent to the sum of (i) the face value of the capital or principal pending repayment of each of the Mortgage Loans, and (ii) the ordinary interest accrued and not due and the interest not paid on each of the Mortgage Loans on the date of issue of the Mortgage Certificates and the Pass-Through Certificates (the “**accrued interest**”).

The Management Company shall pay the aggregate subscription price for the Mortgage Certificates and the Pass-Through Certificates on behalf of the Fund as follows:

- (i) The part of the issue price consisting of the face value of the capital of all the Mortgage Loans, subparagraph (i) of paragraph two above, shall be paid by the Fund on the Bond Closing Date, for same day value, upon the subscription for the Bond Issue being paid up.
- (ii) The part of the price consisting of the interest accrued on each of the Mortgage Loans, subparagraph (ii) of paragraph two above, shall be paid by the Fund on the earlier of the collection date falling on the first interest settlement date of each of the Mortgage Loans or the date on which they are paid by the Obligor, after the issue date of the Mortgage Certificates and the Pass-Through Certificates, and will not be subject to the Fund Priority of Payments.

If the Fund constitution and hence the Mortgage Certificate and the Pass-Through Certificate issue and subscription should terminate, (i) the Fund’s obligation to pay the Mortgage Certificates and the Pass-Through Certificates shall terminate, (ii) the Management Company shall be obliged to restore to BANKINTER any rights whatsoever accrued for the Fund upon subscribing for the Mortgage Certificates and the Pass-Through Certificates, and (iii) BANKINTER shall once again enter the Mortgage Loans among its balance-sheet assets.

IV.1.2.4 Mortgage Certificate and Pass-Through Certificate representation and custody.

The Mortgage Certificates and the Pass-Through Certificates shall be represented distinctly by unit registered certificates, which shall contain at least the particulars prescribed for mortgage certificates in article 64 of Royal Decree 685/1982, March 17, amended by Royal Decree 1289/1991, August 2, along with the registration particulars of the properties securing the Mortgage Loans.

The Mortgage Certificate and the Pass-Through Certificate documents shall be deposited at BANKINTER, and the relations between the Fund and BANKINTER shall be governed by the Mortgage Loan Servicing and Mortgage Certificate and Pass-Through Certificate Custody Agreement to be entered into between BANKINTER and the Management Company for and on behalf of the Fund. That deposit shall be established for the benefit of the Fund and BANKINTER shall therefore safe-keep the Mortgage Certificates and the Pass-Through Certificates deposited following the Management Company’s instructions.

IV.1.2.5 Set rules for substituting Mortgage Certificates and the Pass-Through Certificates.

1. In the event of early amortisation of Mortgage Certificates or Pass-Through Certificates due to a prepayment of the Mortgage Loan capital, there will be no substitution of the Mortgage Certificates or the Pass-Through Certificates affected thereby.
2. In the event that it should be observed throughout the life of the Mortgage Certificates and the Pass-Through Certificates that any of them or of underlying Mortgage Loans fails to meet the representations contained in section IV.1.1 of this Offering Circular or the specific characteristics of the Mortgage Loans notified by BANKINTER to the Management Company, BANKINTER agrees, subject to the Management Company's consent, to proceed forthwith to substitute the Mortgage Certificate or the Pass-Through Certificate in that situation, subject to the following rules:
 - a) The party becoming aware of the existence of a non-conforming Mortgage Certificate, Pass-Through Certificate or Mortgage Loan, whether BANKINTER or the Management Company, shall notify the other party of this circumstance. BANKINTER shall have five (5) Business Days from said notice to proceed to remedy that circumstance if it may be remedied or, in order to proceed to a substitution thereof, notify the Management Company of the characteristics of the mortgage loans proposed to be assigned under new Mortgage Certificates or Pass-Through Certificates satisfying the representations made in section IV.1.1 and similarly characterised as to residual term, interest rate, outstanding principal value, and credit quality construed as the existing ratio of the outstanding 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 in accordance with the provisions of section II.3 of this Offering Circular, to be unaffected by the substitution. Once the Management Company has checked that the substitute loan is appropriate, because it may be included in the Fund, and expressly agreed to it, BANKINTER shall proceed to issue the new replacement Mortgage Certificate(s) or Pass-Through Certificate(s).
 - b) The substitution shall be recorded in a Notarial Certificate setting forth all the particulars both of the Mortgage Certificate or the Pass-Through Certificate to be replaced and the Mortgage Loan attached thereto, and the new Mortgage Certificate(s) or Pass-Through Certificate(s) issued, along with details of the Mortgage Loans, and the reason for substituting and characteristics determining their homogenous nature as described in the paragraph immediately preceding, a copy of which shall be filed by the Management Company with the CNMV, the organisation in charge of the accounting record for the Bonds and the AIAF Governing Body, notifying the Rating Agencies.
3. Secondly to the obligation undertaken under section 2 above, in the event that there should be call to substitute any Mortgage Certificate or Pass-Through Certificate and that no new ones should be issued on the homogeneity and suitability terms set in rule a) of said section, BANKINTER shall proceed to an early amortisation of the Mortgage Certificate or Pass-Through Certificate. That early amortisation shall take place by a repayment in cash to the Fund of the outstanding principal, interest accrued and not paid, and any other amount owing to the Fund until that date under the relevant Mortgage Loan.

IV.1.2.6 Other terms derived from the legal system of the Mortgage Certificates and the Pass-Through Certificates.

As prescribed by Mortgage Market Regulation Royal Decree 685/1982, amended by Royal Decree 1289/1991, the Mortgage Certificates and the Pass-Through Certificates may be transferred by a written statement on the

very certificate and, in general, by any of the means admitted by Law, their acquisition or holding being limited to institutional or professional investors for they may not be acquired by the unspecialised public, in accordance with the provisions of article 64.6, paragraph two, of Royal Decree 685/1982. Both the transfer and the new holder's address shall be notified by the transferee to the issuer.

The transferor shall not be liable for the solvency of the issuer or of the Obligor of the Mortgage Loan, nor indeed of the sufficiency of the mortgage securing it.

BANKINTER, as the issuer, shall keep a special book in which it shall enter the Mortgage Certificates and the Pass-Through Certificates issued and such transfers thereof as may be notified to it, the Mortgage Certificates and the Pass-Through Certificates being applied the provisions of article 53 of Royal Decree 685/1982 for registered certificates. The same book shall include the changes of address notified to it by the holders of the Mortgage Certificates and the Pass-Through Certificates.

The book shall moreover include the following particulars:

- a) Mortgage Loan origination and maturity date, initial amount and settlement method.
- b) Mortgage registration particulars.

IV.2 Servicing and custody of the Mortgage Loans and custody of the Mortgage Certificates and the Pass-Through Certificates.

BANKINTER, issuer of the Mortgage Certificates and the Pass-Through Certificates to be subscribed for by the Fund, in accordance with the provisions of article 61.3 of Royal Decree 685/1982, agrees to be the custodian and servicer of the Mortgage Loans, and the Mortgage Loan Servicing and Mortgage Certificate and Pass-Through Certificate Custody Agreement (the "**Servicing Agreement**") shall govern the relations between BANKINTER (hereinafter in regard to this Agreement the "**Servicer**") and the Fund, represented by the Management Company, in regard to the custody and servicing of the Mortgage Loans and the custody of the Mortgage Certificates and the Pass-Through Certificates. In consideration of the servicing of the Mortgage Loans and custody of the Mortgage Certificates and the Pass-Through Certificates, the Servicer shall be entitled to receive in arrears on each of the Payment Dates and during the term of the Servicing Agreement, a subordinated 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 and on the average daily Outstanding Balance of the Mortgage Loans serviced during each Interest Accrual Period. If the Servicer should be substituted in that servicing task, because that may be done following a change of the laws in force for the time being, and is appropriate in view of circumstances of the Servicer which might prevent or make it difficult for that servicing to be properly performed, the Management Company will be entitled to change the above percentage fee in favour of the substitute institution, which fee may be higher than that agreed with BANKINTER under that agreement.

If due to a shortage of liquidity in the Fund Priority of Payments, the Fund should, through its Management Company, fail on a Payment Date to pay the full fee due, the amounts overdue shall accumulate without any penalty whatsoever on the fee payable on the following Payment Dates, whereupon they shall be paid.

Furthermore, on each Payment Date, the Servicer shall be entitled to a reimbursement of all expenses of an exceptional nature incurred in relation to the servicing of the Mortgage Loans, such as expenses or court costs arising in connection with foreclosure, or administering or managing the sale of properties and assets awarded, and after first justifying the same. Those expenses will be paid whenever the Fund has sufficient liquidity and in the Fund Priority of Payments.

The Servicing Agreement 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.

BANKINTER shall continue servicing the Mortgage Loans, devoting as Servicer the same time and effort to them and the same degree of skill, care and diligence in servicing the same as it would devote and use to service mortgage loans with respect to which no mortgage certificates or mortgage loan documents shall have been issued, and will in any event exercise a suitable degree of skill, care and diligence in providing the services for which provision is made in said Servicing Agreement.

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 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 outstanding terms of the Servicing Agreement are set out hereinafter in the following subparagraphs of this section.

IV.2.1 Ordinary system and procedures for servicing and managing the Mortgage Loans.

The following is the succinct and short description of the ordinary system and procedures (hereinafter the “services”) for service and custody of the Mortgage Loans governed by said Servicing Agreement:

1. Term.

The services shall be provided by the Servicer until all the obligations undertaken by the Servicer as issuer of the Mortgage Certificates and the Pass-Through Certificates terminate in relation to all the Mortgage Loans, once they have been repaid, or when the liquidation of the Fund concludes after it terminates, without prejudice to a potential early termination of the Servicing Agreement, if that is legally possible in accordance with its terms.

2. Custody of deeds, documents and files.

The Servicer shall keep all deeds, documents and data files relating to the Mortgage Loans and the damage insurance policies of the mortgage properties 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 foreclose a Mortgage Loan, or any competent authority should so require and after first 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.

3. Collection management.

The Servicer shall continue managing collection of all amounts payable by the Obligors under the Mortgage Loans, and any other item including under the insurance contracts of the mortgaged properties securing the Mortgage Loans. The Servicer shall act due diligently for payments to be made by the Obligors to be collected in accordance with the contractual terms and conditions of the Mortgage Loans.

Provided that those payments are received by the Servicer, the latter shall proceed to pay them fully to the Fund on the seventh business day, for same day value, after the date on which they were received by the Servicer, in accordance with the set terms and conditions. The Management Company may change the periods, collection dates and payment method at any time during the term of the Servicing Agreement, provided that this is not detrimental to the rating given to the Bonds by the Rating Agencies.

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

4. Fixing the interest rate.

In connection with Mortgage Loans having a floating interest rate, the Servicer will continue fixing those interest rates in accordance with the provisions of the relevant Mortgage Loans, submitting such relevant communications and notices as may be established in the respective agreements.

5. Extended mortgage.

If the Servicer should become aware at any time that for any reason the value of a mortgaged property securing a Mortgage Loan has 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 credit 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 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.

6. Mortgaged property damage insurance.

The Servicer shall not take or fail to take any action resulting in the cancellation of any property damage insurance policy covering the mortgaged properties or reducing the amount payable in any claim thereunder. The Servicer shall act due diligently and in any event use the rights conferred under the insurance policies or the Mortgage Loans in order to keep those policies (or any other policy granting equivalent cover) in full force and effect in relation to each Mortgage Loan and the respective property subject of the Mortgage Loan.

The Servicer shall be bound to advance payment of policy premiums not paid by the Obligors whenever it is fully acquainted with this circumstance, without prejudice to its right to be reimbursed by the Fund for amounts so paid.

In the event of a claim, each Servicer shall coordinate actions for collecting compensations derived from the property damage insurance policies on the terms and conditions of the Mortgage Loans and the actual policies, paying the amounts received, if any, to the Fund.

7. Information.

The Servicer shall regularly communicate to the Management Company the information concerning the individual characteristics of each of the Mortgage Loans, fulfilment by the Obligors of their obligations

under the Mortgage Loans, delinquency status, changes in the characteristics of the Mortgage Loans, actions in the event of late payment, legal actions and auction of properties, the foregoing subject to the procedures and within the time-periods established in the Servicing Agreement.

Furthermore, the Servicer shall prepare and hand to the Management Company such additional information concerning 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.

8. Liability of the Servicer.

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 issuer of the Mortgage Certificates and the Pass-Through Certificates subscribed for by the Fund.

The Servicer shall be liable to indemnify the Fund or its Management Company against any damage, loss or expense incurred by the latter due to a breach by the Servicer of its duties to safe-keep, service and report on the Mortgage Loans.

9. 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 mortgagor are similar to those of the former mortgagor and those characteristics observe the policies for granting mortgage loans described in the "Bankinter memorandum on policies for granting individuals credits and loans secured with a real estate mortgage" attached to the Fund Deed of Constitution, and moreover 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 lay down conditions therefor, in the event that there might be consequences being howsoever detrimental to the rating 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 a prepayment of a Mortgage Loan and of the relevant Mortgage Certificate or Pass-Through Certificate.

10. Authorities and actions in relation to Mortgage Loan renegotiation procedures.

The Servicer may not voluntarily cancel the mortgages securing the Mortgage Loans 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 extend the same, or in general do anything that may diminish the status, enforceability at law or economic value of the mortgage or of the Mortgage Loans, without prejudice to its proceeding to heed requests by the Obligors with the same diligence and procedure as if the loans should not have been assigned.

Notwithstanding the above, the Management Company may, as manager of third-party funds and bearing in mind the Obligors' requests to the Servicer directly or under Act 2/1994, issue instructions to or authorise the Servicer previously to agree with the Obligor, subject to the terms and conditions of this section, for a

novation changing the relevant Mortgage Loans, 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 Loans.

a) Renegotiating the interest rate.

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, whether or not it was generically authorised, any Mortgage Loan interest rate renegotiation shall be taken on and settled bearing in mind the interests of the Fund.

Without prejudice to the provisions hereinafter, any renegotiation subscribed by the Servicer shall be made exclusively with the prior written 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 authorise the Servicer to entertain and accept renegotiations of the interest rate applicable to the Mortgage Loans, requested by the Obligors, without requiring the prior consent of the Management Company, subject to a number of general requirements.

The Management Company may at any time during the term of the Agreement, on behalf of the Fund, cancel, suspend or change the requirements for the Servicer's authorisation to renegotiate which it may previously have given the Servicer.

The Servicer may renegotiate the Mortgage Loan interest rate clause on terms that are deemed to be at arm's length and do not differ from those applied by the Servicer proper in renegotiating or granting its fixed- and floating-rate mortgage loans. In this connection, the market rate shall be deemed to be the interest rate offered by the Servicer on the Spanish market for loans granted to individuals secured with a real estate mortgage on finished homes in Spanish territory in an amount and otherwise on terms substantially similar to the Mortgage Loans being renegotiated.

2. In the event of a lower margin (spread over the reference index) being renegotiated for the interest rate applicable to the Mortgage Loans, the new margin established may not be less than 0.45. Without prejudice to the above, if on the effective date of the lower margin renegotiated for a Mortgage Loan, the weighted average margin of the Mortgage Loans is equal to or less than 0.50, the Servicer agrees to pay the Fund, for the Mortgage Loan, on each collection date after the effective date of the modified margin and until the loan is repaid, the amount on each Mortgage Loan settlement date of the difference in the interest accrued by the Mortgage Loan during each interest settlement period, calculated on the margin before being modified and the interest actually accrued calculated at the new margin set.

In order to be homogenised with those indices:

- (i) In the case of renegotiated floating-rate Mortgage Loans with benchmark indices other than Euribor or Mibor rates or indices, the Loan margin or spread shall be deemed to be the result of increasing or decreasing the applicable margin by the difference between the simple averages of the values for the last three (3) months, published by the Bank of Spain, for (a) the one-year EURIBOR index (one-year interbank Reference) and (b) the relevant benchmark index.

- (ii) In the case of renegotiated fixed-rate Mortgage Loans, the novated the 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 page, at 11:00AM CET on the effective date of the new fixed rate and for the term matching the average life of the Mortgage Loan based on its new repayment schedule. Failing a EURIBOR BASIS fixed rate for the same term, the same 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.

b) Extending the period of maturity.

The final maturity or final amortisation date of the Mortgage Loans may be extended (hereinafter “**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 of that date. 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 initial capital or principal of the Mortgage Loans assigned to the Fund with respect to which the maturity date is extended may not exceed 10% of the total initial capital or principal of all the Mortgage Loans.
- (iii) The term of a specific Mortgage Loan may be extended provided that the following requirements are met:
 - a) That the periodicity of repayment instalments of the capital or principal of the Mortgage Loan is at all events maintained or reduced, albeit keeping the same repayment system in place.
 - b) That the new final maturity or final amortisation date does not extend beyond December 22, 2035.
 - c) That there was no delay in excess of one (1) month in payment of amounts due on the Mortgage Loan during the last six (6) months before the effective date of the extension of the term.
- (iv) The Management Company may at any time during the term of the Servicing Agreement, on the Fund's behalf, cancel or suspend the Servicer's authorisation 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. Both the public deeds and the private agreements pertaining to a novation of the terms of the Mortgage Loans will be kept by the Servicer, in accordance with the provisions of paragraph 2 of this section.

In the event of a renegotiation 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 in accordance with rule fifteen, section 2.d) of Bank of Spain Circular 4/91, June 16.

11. Action against the Obligors in the event of default on the Mortgage Loans.

Actions in the event of late payment.

The Servicer shall apply an identical diligence and procedure for claiming overdue amounts not paid on the Mortgage Loans as with the rest of its portfolio loans.

In the event of default by the Obligor of the payment obligations, the Servicer shall take the actions described in the Servicing Agreement, taking for that purpose the steps it would ordinarily take if they were its portfolio 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 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.

For the above purposes, and if this should be necessary, the Management Company grants in the Deed of Constitution as full and extensive a power of attorney as may be required at Law to BANKINTER in order that the latter may, acting through any of its attorneys properly empowered for those purposes, for and on behalf of 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 his debt and take legal action against the same, in addition to other authorities required to discharge its duties as Servicer. These authorities may be extended or amended in another deed where appropriate.

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, the Obligor under a Mortgage Loan in default of payment obligations should fail to resume payments or the Servicer, with the Management Company's consent, should fail to obtain a payment undertaking satisfactory to the interests of the Fund, and shall in any event forthwith proceed to apply for such foreclosure if the Management Company, on behalf of the Fund, should deem this fit after analysing the specific circumstances of the case.

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, amended by Royal Decree 1289/1991, which will also apply to Pass-Through Certificates in accordance with the provisions of article 18 of Act 44/2002:

- (i) To demand the Servicer to apply for foreclosure.
- (ii) To take part on an equal standing with BANKINTER, as issuer of the Mortgage Certificates and the Pass-Through 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 for both principal and interest.
- (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, without the above period having to elapse.

In the cases 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 or Pass-Through Certificate, the notice served through a Notary Public provided in section (iii) above and an office certificate as to the registration and subsistence of the mortgage. 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 and the Pass-Through Certificates, may also take part with equal rights with the Servicer 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 to sell the property awarded within the shortest possible space of time and at arm's length.

Additionally, the Servicer will provide the Management Company with all such documents as the latter may request in relation to the Mortgage Loans and in particular the documents required for the Management Company to take legal actions, as the case may be.

12. Recovery action against the Servicer.

The Management Company shall, for and on behalf of the Fund, be entitled to file a recovery action against the Servicer claiming the principal and interest falling due under the Mortgage Certificates and the Pass-Through Certificates, where the breach of the obligation to pay those amounts does not result from a default by the Obligors of the Mortgage Loans.

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.

13. Set-off.

In the 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 any of the Mortgage Loans should therefore be fully or partially set-off against that credit, the Servicer shall remedy such circumstance or, if it cannot be remedied, the Servicer shall proceed to pay to the Fund the amount set off plus the 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.

14. 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 the rating assigned to each of the Bond Series being adversely revised. Notwithstanding any subcontracting or delegation, the Servicer shall not be exonerated or released under that subcontract or delegation from any of the liabilities undertaken in the Servicing Agreement which may legally be attributed or ascribed to it.

15. Substitution.

In the event of a breach by the Servicer of any of the obligations imposed in the Servicing Agreement on the Servicer, the Management Company shall be entitled to demand the Servicer to perform as agreed or, as the case may be and where this is legally possible, terminate the Servicing Agreement. Similarly, in the event that the Servicer's credit rating should fall or there should be a change in its financial position which may be detrimental to or place the financial structure of the Fund at risk, the Management Company shall be entitled, where this is legally possible, to terminate the Servicing Agreement. In the event of termination of the Agreement, the Management Company shall previously designate a new Servicer for the Mortgage Loans, provided that it has a credit quality acceptable to the Rating Agencies and that the new Servicer accepts the obligations contained in the Servicing Agreement.

Upon the early termination of the Servicing Agreement, the Servicer shall provide the new Servicer, on demand by the Management Company and as determined thereby, with the necessary documents and data files for it to carry on the relevant activities.

IV.3 Succinct and short description of the general policies for granting and terms for perfecting established in regard to mortgage loans by the Originator.

IV.3.1 Succinct description of the procedures established by BANKINTER, Originator of the Mortgage Loans, for analysing risks and granting selected mortgage loans.

The mortgage loans selected to be assigned to the Fund have been granted by BANKINTER in accordance with its usual procedures, to be described in the "Bankinter memorandum on policies for granting individuals credits and loans backed by a real estate mortgage" attached to the Fund Deed of Constitution.

IV.3.2 Statistical information on the evolution of the amounts and number, balances outstanding, average amount, average interest, and average term, of the mortgage loan portfolio.

The following table shows the evolution in recent years of the credit investment by BANKINTER for loans with real estate mortgage security granted to individuals as a segment representing the mortgage loans selected to be assigned to the Fund.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31.12.2002	147,465	12,389.75	4.10	19.46	12,409.21	0.16	0.20
31.12.2001	129,817	9,544.45	4.80	20.20	9,564.74	0.21	0.66
31.12.2000	108,793	7,372.97	5.32	18.51	7,391.49	0.25	1.93
31.12.1999	85,324	5,473.68	4.68	11.35	5,484.03	0.21	0.41

31.12.1998	59,014	3,478.42	4.58	7.78	3,486.20	0.22	1.33
Balances in EUR million							
4: Nominal interest rate weighted by the outstanding principal							
5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991							
6: 3+5							
7: 5/6*100							
8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991.							

IV.4 Description of the mortgage loan portfolio selected to be assigned to the Fund through the issue of the Mortgage Certificates and the Pass-Through Certificates.

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

The portfolio of selected mortgage loans which shall mostly be assigned to the Fund, consisting of the Mortgage Loans backing the issue of the Mortgage Certificates and the Pass-Through Certificates, comprises 16,430 mortgage loans, the outstanding principal of which amounted as of September 1, 2003 to EUR 1,409,104,458.60, of which EUR 1,409,010,335.11 was the outstanding principal and EUR 94,123.49 the overdue principal.

These selected mortgage loans were audited as specified in section I.3 of this Offering Circular, and the audit made by PRICEWATERHOUSECOOPERS is attached as Appendix V hereto.

b) Maximum, minimum and average mortgage loan principal values.

The outstanding principal of the mortgage loans as of September 1, 2003 ranges between EUR 12,054.29 and EUR 296,661.97.

The following table shows the distribution of the outstanding principal balance of the mortgage loans in EUR 12,000 intervals.

Mortgage loan portfolio as of 01.09.2003					
Classification by outstanding principal					
Outstanding principal interval (in EUR)	Loans No.	%	Outstanding Principal (EUR)	%	
12,000.00 - 23,999.99	512	3.12	9,656,577.14	0.69	
24,000.00 - 35,999.99	1,108	6.74	33,848,693.57	2.40	
36,000.00 - 47,999.99	1,723	10.49	73,138,363.50	5.19	
48,000.00 - 59,999.99	2,130	12.96	115,655,193.98	8.21	
60,000.00 - 71,999.99	1,965	11.96	129,960,414.24	9.22	
72,000.00 - 83,999.99	1,772	10.79	138,168,368.19	9.81	
84,000.00 - 95,999.99	1,724	10.49	154,792,110.48	10.99	
96,000.00 - 107,999.99	1,273	7.75	129,539,017.28	9.19	
108,000.00 - 119,999.99	1,090	6.63	124,614,965.62	8.84	
120,000.00 - 131,999.99	725	4.41	91,350,470.50	6.48	
132,000.00 - 143,999.99	624	3.80	86,083,634.92	6.11	
144,000.00 - 155,999.99	525	3.20	78,263,049.60	5.55	
156,000.00 - 167,999.99	326	1.98	52,831,640.08	3.75	
168,000.00 - 179,999.99	263	1.60	45,770,248.86	3.25	
180,000.00 - 191,999.99	173	1.05	32,133,804.18	2.28	
192,000.00 - 203,999.99	124	0.75	24,511,960.74	1.74	
204,000.00 - 215,999.99	97	0.59	20,268,929.83	1.44	
216,000.00 - 227,999.99	62	0.38	13,754,542.56	0.98	
228,000.00 - 239,999.99	61	0.37	14,284,718.65	1.01	
240,000.00 - 251,999.99	47	0.29	11,546,732.58	0.82	
252,000.00 - 263,999.99	42	0.26	10,832,859.71	0.77	
264,000.00 - 275,999.99	20	0.12	5,383,625.79	0.38	
276,000.00 - 287,999.99	26	0.16	7,343,469.20	0.52	

Mortgage loan portfolio as of 01.09.2003				
Classification by outstanding principal				
Outstanding principal interval (in EUR)	Loans		Outstanding Principal	
	No.	%	(EUR)	%
288,000.00 - 299,999.99	18	0.11	5,276,943.91	0.37
Total Portfolio	16,430	100.00	1,409,010,335.11	100.00
Average principal:			85,758.39	
Minimum principal:			12,054.29	
Minimum:			296,661.97	

c) **Nominal interest rates applicable at present: maximum, minimum and average mortgage loan rates.**

The provisional portfolio mortgage loans all have a floating interest rate. The nominal interest rates applicable to the mortgage loans as of September 1, 2003 range between 2.41% and 5.44%, and the average nominal interest rate weighted to the outstanding principal is 3.334%.

The following table shows the distribution of the mortgage loans in 0.50% nominal interest rate intervals.

Mortgage loan portfolio as of 01.09.2003					
Classification by Nominal Interest Rates					
% Interest Rate Interval	Loans		Outstanding Principal		%Interest Rate*
	No.	%	(EUR)	%	
2.00 - 2.49	62	0.38	5,995,370.07	0.43	2.437
2.50 - 2.99	4,850	29.52	449,878,441.22	31.93	2.756
3.00 - 3.49	4,948	30.12	407,410,078.19	28.91	3.197
3.50 - 3.99	3,379	20.57	266,133,435.06	18.89	3.721
4.00 - 4.49	2,904	17.67	257,714,642.93	18.29	4.077
4.50 - 4.99	281	1.71	21,665,345.81	1.54	4.542
5.00 - 5.49	6	0.04	213,021.83	0.02	5.124
Total Portfolio	16,430	100.00	1,409,010,335.11	100.00	
Weighted average:					3.334
Simple average:					3.358
Minimum:					2.410
Maximum:					5.440

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

d) **Benchmark indices applicable at present to the mortgage loans.**

The following table shows the distribution of mortgage loans according to the benchmark index applicable to them for determining the nominal interest rate, specifying the weighted average margin which is added to the benchmark index relevant to that determination.

Mortgage loan portfolio as of 01.09.2003					
Classification by Interest Rate Benchmark Index					
Benchmark Index	Loans		Outstanding Principal		%Margin * o/index
	No.	%	(EUR)	%	
1-year EURIBOR	14,249	86.73	1,283,767,872.39	91.11	+0.62
1-year MIBOR	2,181	13.27	125,242,462.72	8.89	+0.79

Total Portfolio	16,430	100.00	1,409,010,335.11	100.00	+0.636
*Average margin weighted to the outstanding principal.					

- e) **Mortgage loan origination dates and first and last final maturity dates, specifying the residual life of the mortgage loans as a whole.**

Origination date.

The provisional portfolio mortgage loans were originated on dates comprised between March 24, 1997 and December 31, 2002, average portfolio age being 19.43 months as of September 1, 2003.

The following table shows the distribution of the mortgage loans arranged by six-monthly origination date intervals.

Mortgage loan portfolio as of 01.09.2003				
Classification by loan origination date				
Date Interval	Loans		Outstanding Principal	
		%	(EUR)	%
01/01/1997 to 30/06/1997	48	0.29	2,169,766.73	0.15
01/07/1997 to 31/12/1997	198	1.21	9,081,276.46	0.64
01/01/1998 to 30/06/1998	334	2.03	17,389,717.33	1.23
01/07/1998 to 31/12/1998	384	2.34	23,212,981.12	1.65
01/01/1999 to 30/06/1999	606	3.69	35,707,282.87	2.53
01/07/1999 to 31/12/1999	650	3.96	39,684,849.24	2.82
01/01/2000 to 30/06/2000	604	3.68	37,620,735.50	2.67
01/07/2000 to 31/12/2000	551	3.35	34,746,507.85	2.47
01/01/2001 to 30/06/2001	636	3.87	41,673,401.76	2.96
01/07/2001 to 31/12/2001	758	4.61	45,533,305.58	3.23
01/01/2002 to 30/06/2002	5,767	35.10	539,808,535.96	38.31
01/07/2002 to 31/12/2002	5,894	35.87	582,381,974.71	41.33
Total Portfolio	16,430	100.00	1,409,010,335.11	100.00
Weighted average age		19.43	Months	
Maximum age	24.03.1997	77.33	Months	
Minimum age	31.12.2002	8.02	Months	

Final maturity date and residual life.

The final maturity of provisional portfolio mortgage loans falls on dates comprised between 12.01.2005 and e1 22.12.2035.

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

At any time during the life of the loans, mortgagors 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 shows the distribution of the mortgage loans according to final maturity date in yearly intervals.

Mortgage loan portfolio as of 01.09.2003						
Classification by Final Maturity Date						
Final Maturity Year	Loans		Outstanding Principal		Residual Life*	
		%	(EUR)	%	Months	Date
2005	10	0.06	202,792.73	0.01	22.96	31/07/2005
2006	27	0.16	596,645.57	0.04	35.36	12/08/2006
2007	69	0.42	1,905,179.19	0.14	46.54	19/07/2007
2008	81	0.49	2,395,878.28	0.17	57.69	22/06/2008
2009	63	0.38	1,960,219.73	0.14	69.95	30/06/2009
2010	112	0.68	4,427,330.57	0.31	81.80	26/06/2010
2011	108	0.66	4,038,304.65	0.29	94.02	3/07/2011
2012	555	3.38	27,433,237.84	1.95	106.34	12/07/2012
2013	160	0.97	7,006,758.91	0.50	118.41	14/07/2013
2014	367	2.23	19,911,235.29	1.41	130.17	7/07/2014
2015	179	1.09	8,947,518.69	0.64	142.06	4/07/2015
2016	248	1.51	13,353,479.53	0.95	154.68	22/07/2016
2017	1,264	7.69	84,035,317.33	5.96	166.44	15/07/2017
2018	261	1.59	14,889,588.89	1.06	178.35	13/07/2018
2019	296	1.80	18,543,558.49	1.32	190.29	11/07/2019
2020	286	1.74	19,698,799.92	1.40	201.96	30/06/2020
2021	374	2.28	24,135,479.20	1.71	214.35	12/07/2021
2022	2,043	12.43	172,399,399.97	12.24	226.48	16/07/2022
2023	224	1.36	16,053,719.45	1.14	238.52	18/07/2023
2024	491	2.99	34,274,550.86	2.43	250.41	14/07/2024
2025	483	2.94	33,307,030.51	2.36	261.89	28/06/2025
2026	440	2.68	32,882,847.48	2.33	273.72	23/06/2026
2027	3,154	19.20	318,799,351.95	22.63	286.24	9/07/2027
2028	201	1.22	15,616,390.32	1.11	299.60	19/08/2028
2029	404	2.46	30,347,965.85	2.15	310.39	14/07/2029
2030	387	2.36	31,919,688.62	2.27	322.00	2/07/2030
2031	390	2.37	33,147,522.29	2.35	333.76	25/06/2031
2032	3,584	21.81	422,000,360.76	29.95	346.49	16/07/2032
2033	37	0.23	2,832,698.99	0.20	358.42	14/07/2033
2034	51	0.31	4,805,153.14	0.34	369.76	24/06/2034
2035	81	0.49	7,142,330.11	0.51	382.35	13/07/2035
Total portfolio	16,430	100.00	1,409,010,335.11	100.00		
	Weighted average:				275.19	
	Simple average:				256.02	
	Minimum:				16.39	12/01/2005
	Maximum:				387.68	22/12/2035

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

f) Specification of the maximum, minimum and average value of the ratio: “present outstanding loan principal/appraisal value”.

The ratio, expressed as a percentage, of the amount of outstanding principal as of September 1, 2003 to the appraisal value of the mortgaged home securing the provisional portfolio mortgage loans ranged between 0.08% and 98.81%, the average ratio weighted by the outstanding principal on each loan being 67.52%.

The following table shows the distribution of mortgage loans according to 5% ratio intervals.

Mortgage loan portfolio as of 01.09.2003	
Classification by Ratio Outstanding Principal /Appraisal Value	

Ratio Intervals	Loans		Outstanding Principal		(%) Outstanding Principal / Appraisal V.*
		%	(EUR)	%	
0.01 - 5.00	2	0.01	138,221.11	0.01	0.72
5.01 - 10.00	53	0.32	1,267,275.78	0.09	8.68
10.01 - 15.00	129	0.79	3,460,471.21	0.25	13.05
15.01 - 20.00	235	1.43	8,325,427.27	0.59	17.88
20.01 - 25.00	326	1.98	14,183,124.26	1.01	22.70
25.01 - 30.00	469	2.85	22,646,816.08	1.61	27.55
30.01 - 35.00	512	3.12	30,205,361.15	2.14	32.67
35.01 - 40.00	651	3.96	41,481,500.66	2.94	37.58
40.01 - 45.00	783	4.77	55,545,466.35	3.94	42.58
45.01 - 50.00	873	5.31	65,539,927.70	4.65	47.60
50.01 - 55.00	1,028	6.26	85,627,774.72	6.08	52.53
55.01 - 60.00	1,159	7.05	97,580,672.86	6.93	57.65
60.01 - 65.00	1,266	7.71	113,237,625.79	8.04	62.56
65.01 - 70.00	1,446	8.80	131,046,322.87	9.30	67.51
70.01 - 75.00	1,305	7.94	131,776,458.61	9.35	72.45
75.01 - 80.00	2,105	12.81	214,473,985.74	15.22	77.86
80.01 - 85.00	2,832	17.24	240,823,877.24	17.09	82.19
85.01 - 90.00	560	3.41	66,491,615.71	4.72	87.24
90.01 - 95.00	346	2.11	42,756,876.86	3.03	92.38
95.01 - 100.00	350	2.13	42,401,533.14	3.01	97.04
Total Portfolio	16,430	100.00	1,409,010,335.11	100.00	
Weighted average:					67.52
Simple average:					63.66
Minimum:					0.08
Maximum:					98.81
*Ratio Outstanding Principal /Appraisal Value lists averages weighted to the outstanding principal.					

The ratio, expressed as a percentage, of the amount of initial principal of these mortgage loans to the appraisal value of the mortgaged home ranged between 0.08% and 100.00%, the average ratio weighted to the outstanding principal on each loan being 71.90%.

The following table shows the distribution of mortgage loans according to 5% ratio intervals.

Mortgage loan portfolio as of 01.09.2003					
Classification by Ratio Initial Principal /Appraisal Value					
Initial Principal / Appraisal Value Ratio Intervals	Loans		Outstanding Principal		(%) Initial Principal / Appraisal V.*
		%	(EUR)	%	
0.01 - 5.00	1	0.01	117,200.00	0.01	0.08
5.01 - 10.00	16	0.10	470,788.23	0.03	8.83
10.01 - 15.00	74	0.45	2,468,396.33	0.16	13.28
15.01 - 20.00	116	0.71	4,852,639.23	0.32	17.82
20.01 - 25.00	223	1.36	10,542,762.26	0.69	22.65
25.01 - 30.00	306	1.86	17,139,721.66	1.13	27.56
30.01 - 35.00	388	2.36	23,019,824.09	1.51	32.63
35.01 - 40.00	509	3.10	34,767,065.90	2.28	37.49
40.01 - 45.00	609	3.71	45,318,360.85	2.98	42.60
45.01 - 50.00	730	4.44	58,723,675.04	3.86	47.54
50.01 - 55.00	881	5.36	76,949,250.38	5.05	52.61
55.01 - 60.00	1,010	6.15	91,371,790.55	6.00	57.66

Mortgage loan portfolio as of 01.09.2003					
Classification by Ratio Initial Principal /Appraisal Value					
Initial Principal / Appraisal Value Ratio Intervals	Loans		Outstanding Principal		(%) Initial Principal / Appraisal V.*
		%	(EUR)	%	
60.01 - 65.00	1,155	7.03	109,249,083.06	7.17	62.60
65.01 - 70.00	1,327	8.08	126,791,168.90	8.32	67.71
70.01 - 75.00	1,349	8.21	136,402,761.88	8.96	72.53
75.01 - 80.00	2,028	12.34	218,465,895.08	14.34	78.23
80.01 - 85.00	1,458	8.87	158,990,792.91	10.44	82.66
85.01 - 90.00	2,533	15.42	227,280,748.74	14.92	87.23
90.01 - 95.00	842	5.12	85,294,694.12	5.60	92.27
95.01 - 100.00	875	5.33	94,828,731.46	6.23	98.46
Total Portfolio	16,430	100.00	1,523,045,350.67	100.00	
	Weighted average:				71.90
	Simple average:				69.24
	Minimum:				0.08
	Maximum:				100.00

*Ratio Initial Principal /Appraisal Value lists averages weighted to the initial principal.

g) Specification of the geographical distribution by Autonomous Communities of the mortgage loans.

The following table shows the geographical distribution of the mortgage loans, arranged by Autonomous Communities in which the homes securing the same are located.

In addition to the number of loans and the outstanding principal, the table contains the weighted average ratio outstanding principal / appraisal value for loans with security located in each of the Autonomous Communities.

Mortgage loan portfolio as of 01.09.2003					
Classification by Autonomous Communities					
Autonomous Community	Loans		Outstanding Principal		(%) Outstanding Principal / Appraisal V. *
		%	(EUR)	%	
Andalusia	1,996	12.15	138,679,629.27	9.84	67.16
Aragón	307	1.87	24,497,114.87	1.74	65.57
Asturies	400	2.43	29,292,729.82	2.08	65.97
Balearic Isles	268	1.63	25,139,815.33	1.78	65.18
Canary Islands	671	4.08	55,047,060.32	3.91	67.59
Cantabria	497	3.02	37,147,453.38	2.64	65.13
Catalonia	3,085	18.78	300,852,526.03	21.35	69.58
Basque Country	1,022	6.22	95,078,933.43	6.75	64.66
Extremadura	119	0.72	7,489,334.75	0.53	72.79
Galicia	587	3.57	45,716,200.80	3.24	69.23
Castile-León	860	5.23	68,395,020.38	4.85	67.45
Madrid	4,024	24.49	402,172,350.36	28.54	66.79
Castile-La Mancha	471	2.87	34,106,668.94	2.42	69.97
Melilla	1	0.01	53,126.94	0.00	80.26
Murcia	394	2.40	24,929,967.36	1.77	70.90
Navarre	73	0.44	6,986,907.47	0.50	66.03
La Rioja	49	0.30	4,674,762.24	0.33	64.01
Valencian Community	1,606	9.77	108,750,733.42	7.72	67.37
Total Portfolio	16,430	100.00	1,409,010,335.11	100.00	

Mortgage loan portfolio as of 01.09.2003			
Classification by Autonomous Communities			
	Loans	Outstanding Principal	
*Ratio Outstanding Principal /Appraisal Value lists averages weighted to the outstanding principal.			

- h) Specification as to whether there are delays in collecting mortgage loan principal or interest instalments and, as the case may be, amount of the current principal of the delayed loans in excess of 30, 60 and 90 days.**

The following table shows the number of loans, the outstanding principal and the overdue principal on provisional portfolio loans in regard to which there was any delay in payment of amounts due as of September 1, 2003.

Arrears in payment of instalments due as of 01.09.2003				
Day Interval	Loans	Outstanding Principal	Overdue Principal	
				% o/ Total Outstanding Principal
1 to 15 days	226	15,282,716.62	38,172.02	0.0027
16 to 30 days	86	5,599,282.07	13,854.09	0.0010
31 to 60 days	82	5,073,961.06	26,450.97	0.0019
61 to 90 days	35	2,094,626.72	15,646.41	0.0011
Total	429	28,050,586.47	94,123.49	

As declared by BANKINTER in section IV.1.1.2 (20), none of the Mortgage Loans that will finally back the issue of the Mortgage Certificates and the Pass-Through Certificates for the Fund to be constituted shall have overdue payments on the date of issue for a period in excess of one (1) month.

CHAPTER V

INFORMATION ON THE ECONOMIC AND FINANCIAL OPERATION OF THE FUND

V.1 Synoptic chart describing the various assumptions and most likely estimated performance of the economic and financial flows of the Fund.

Initial balance sheet of the Fund.

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

ASSETS		LIABILITIES	
Fixed Assets	1,351,400,000.00	Bond Issue	1,350,000,000.00
Mortgage Loans	1,350,011,159.07	Series A Bonds	1,295,300,000.00
(adjustment excess to 11,159.07)		Series B Bonds	27,700,000.00
		Series C Bonds	27,000,000.00
Set-up and issuance expenses	1,388,840.93	Other long-term liabilities	16,925,000.00
		Start-Up Loan	1,400,000.00
		Subordinated Loan	15,525,000.00
Current Assets	to be determined	Short-term creditors	to be determined
Treasury Account **	15,525,000.00	Mortgage Loan interest accrued **	To be determined
Accrued interest receivable ***	to be determined		
Total assets	1,366,925,000.00	Total liabilities	1,366,925,000.00
MEMORANDUM ACCOUNTS			
Interest Flow Swap payments	to be determined		
Interest Flow Swap payments	to be determined		

(Amounts in EUR)

* Assigned by Bankinter to the Fund by means of the issue of the Mortgage Certificates and the Pass-Through Certificates.

** Assuming that all Fund constitution and Bond issuance expenses are met on the Closing Date.

*** As set forth in section IV.1.2.3 of the Offering Circular.

V.1.1 Assumptions made in relation to the main or most likely rates of such factors as early amortisation, late payments, delinquencies and defaults, with respect to the Mortgage Loans pooled in the Fund.

The tables shown in section V.1.3 below relate to one of the possible scenarios that could, in relation to the income and payments made and received by the Fund, arise during the term of the Fund and this Bond Issue.

The following assumptions have been made in preparing these Bond servicing and Fund cash flow tables:

a) Mortgage Certificates and Pass-Through Certificates.

- (i) Outstanding principal of the portfolio as of September 1, 2003 from which the Mortgage Loans assigned to the Fund will be taken: EUR 1,409,010,335.11 outstanding principal.
- (ii) Interest Rate: 3.334% (% weighted average interest rate of the selected loan portfolio as of September 1, 2003).
- (iii) CPR: 8% and 10% per annum.
- (iv) Delinquency rate: 0% per annum.
- (v) Defaults considered bad debts: 0%.

b) Bond Issue.

Total amount: EUR 1,350,000,000.00.

	EUR
Series A Bonds	1,295,300,000.00
Series B Bonds	27,700,000.00
Series C Bonds	27,000,000.00
Total	1,350,000,000.00

Interest rate: floating interest rate for the outstanding balances of each of the Series.

- The following are the interest rates in each Series assumed for the first Interest Accrual Period, as specified in sections II.10.1.5.a) and II.12.a):

	Series A Bonds	Series B Bonds	Series C Bonds
Nominal interest rate	2.409%	2.824%	3.574%

- For the successive Interest Accrual Periods, the following are the floating interest rates for the Bonds, which are assumed constant, as specified in section II.12.a):

	Series A Bonds	Series B Bonds	Series C Bonds
Nominal interest rate	2.385%	2.800%	3.550%

Exercise by the Management Company of the early amortisation option of the Bonds in each of the Series is assumed when the Outstanding Balance of the Mortgage Loans is less than 10% of their initial amount.

e) Ancillary agreements.

(i) Treasury Account.

It is assumed that the Treasury Account shall be maintained at BANKINTER.

Interest rate: it is assumed to remain constant at 2.180% for remunerating all the amounts credited to the Treasury Account.

(ii) Start-Up Loan.

- Amount: EUR 1,400,000.00 which shall be allocated to financing the expenses of setting up the Fund and issuing the Bonds (approximately EUR 1,388,840.93) and to partially financing the subscription for the Mortgage Certificates and the Pass-Through Certificates (up to EUR 11,159.07).
- Interest rate: it is assumed to remain constant at 3.150%.
- Repayment of principal shall consist of quarterly straight-line payments until the Payment Date falling on November 26, 2008 (inclusive).

(iii) Subordinated Loan.

- Amount: EUR 15,525,000.
- Ordinary interest rate: it is assumed to remain constant at 3.150%.
- Variable remuneration: to be settled quarterly on each Payment Date, accruing quarterly in an amount equal to the positive difference, if any, between the Fund's income and expenditure on the last day of the calendar month preceding each Payment Date and by the close of the previous month's accounts.
- The loan shall be repaid on each of the Payment Dates in an amount equivalent to the reduction of the Required Cash Reserve.

d) Cash Reserve.

- Amount: EUR 15,525,000.
- Reduction: it is assumed that its amount may be decreased down to the Required Cash Reserve on each Payment Date.

e) Expenses, fees and margin.

- i) Mortgage Loan servicing and Mortgage Certificate and Pass-Through Certificate custody fee: 0.01% per annum on the average daily Outstanding Balance of the Mortgage Loans during each Interest Accrual Period corresponding to the current Payment Date, inclusive of VAT if there is no exemption.
- ii) Management Company Fee: 0.023% per annum on the Outstanding Principal Balance of the Bond Issue, with a maximum annual amount of EUR 180,000.00 and a minimum annual amount of EUR 33,000.00 and an assumed yearly Retail Price Index of 2.5%.
- iii) Annual expenses of the Fund for auditing accounts, monitoring the rating and publishing inserts, approximately EUR 16,240.00 and an assumed yearly Retail Price Index of 2.5%.
- iv) Bond Paying Agent Fee: EUR 1,502.54 on each Payment Date.

V.1.2 Analysis of and comments on the impact that potential changes in the assumptions described in the preceding point would have on the financial balance of the Fund.

In order to hedge the contingent credit risk due to delinquency and default on the Mortgage Loans, it has been resolved to set up a Cash Reserve, initially provisioned by drawing under the Subordinated Loan in order to fulfil on each Payment Date, upon a shortage of Available Funds, certain of the Fund's payment or withholding obligations, which include payment of interest and principal on the Bonds. Moreover, the deferred interest payment and principal repayment of the Series C Bonds with respect to the Series A Bonds and the Series B Bonds, and of the Series B Bonds with respect to the Series A Bonds derived from their position in the Fund Priority of Payments, is a mechanism for hedging the different Series.

The base interest risk resulting in the Fund between Mortgage Loan interest, floating with different benchmark indices (mortgage market 1-year Mibor/Euribor), or fixed, as the case may be, as a result of subsequent renegotiations, and different review periods and instalment settlement day, and the floating interest on the Bond Issue, based on 3-month Euribor and with quarterly accrual and settlement periods, is neutralised by means of the Interest Swap Agreement, which does not neutralise the credit risk remaining in the Fund, since the amounts payable and receivable by the Fund also include amounts derived from delinquent Mortgage Loans.

As for the incidence the prepayment of the Mortgage Loans might have on the Bonds, section II.12.a) of this Offering Circular contains a table showing the performance as to average life and duration of the Bonds for different effective constant annual early amortisation or prepayment rates (CPRs).

In general, the quality of the Mortgage Loans and the mechanisms and financial hedge transactions in place for maintaining the financial balance of the Fund are such that they have been considered sufficient by the Rating Agencies to assign the ratings to each of the Bond Series contained in section II.3 of this Offering Circular. These ratings express the Rating Agencies' opinion about the Fund's capacity to meet payments of interest as they fall due on each set Payment Date and payment of the principal during the life of the Fund and, at all events, by the Final Maturity Date.

V.1.3 Number outline of the cash flow of the Fund.

The number outline set forth hereinafter relates to collections and payments derived from the application of a cash policy, for ease of understanding of the investor, though in accordance with the provisions of section V.2 of this Offering Circular, the Fund will apportion income and expenditure in time in accordance with the accruals principle.

This outline is based not only on the assumptions referred to in section V.1.1 above but also on those assumptions remaining constant throughout the life of the Fund, whereas it is well-known that the relevant variables, particularly interest rates of the Bonds in all Series, and actual interest rates and delinquency, default and prepayment rates of the Mortgage Loans are subject to continual changes.

Now, therefore, the value of that number outline is merely illustrative.

FUND AS FLO
(AMOUNTS IN \$)

PR 8.00

30-Sep-2003 1,300,000,000.00 Bond Issue
1,388,840.93 Start-up Loan (- M.L. acquisition residue)
1,022,000.00 Subordinated Loan

			COLLECTIONS				
Cash Reserve Balance	M.L. Outstanding Balance	Date	M.L. Principal Repayment	Net S Cap Interest	Reinvestm. Interest	Cash Reserve Reduction	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
TOTALS:			1,300,000,000.00	2,321,441.19	7,930,427.92	1,022,000.00	1,626,670,869.11
15,525,000.00	1,284,534,185.86	26-Feb-2004	65,465,814.14	15,426,469.28	442,504.49	0.00	81,334,787.91
15,525,000.00	1,247,304,969.12	26-May-2004	37,229,216.74	8,731,001.44	170,054.33	0.00	46,130,272.01
15,525,000.00	1,210,414,089.92	26-Aug-2004	36,890,879.19	8,665,476.26	172,212.68	0.00	47,228,668.14
15,525,000.00	1,174,429,245.74	26-Nov-2004	35,984,844.19	8,408,998.49	169,983.38	0.00	44,638,226.06
15,525,000.00	1,139,331,326.11	28-Feb-2005	35,097,919.63	8,336,322.35	175,422.98	0.00	43,609,664.90
15,525,000.00	1,105,865,304.61	26-May-2005	33,466,021.50	7,485,622.64	157,823.92	0.00	41,109,468.00
15,525,000.00	1,072,464,208.91	26-Aug-2005	33,401,095.70	7,682,155.80	163,637.31	0.00	41,246,888.80
15,525,000.00	1,039,892,269.16	28-Nov-2005	32,571,939.75	7,611,904.42	168,404.20	0.00	40,322,248.36
15,525,000.00	1,008,136,567.23	27-Feb-2006	31,755,701.93	7,145,112.78	161,465.49	0.00	39,062,280.20
15,525,000.00	977,847,904.37	26-May-2006	30,288,662.86	6,699,140.25	151,100.63	0.00	37,138,903.74
15,525,000.00	947,646,955.56	28-Aug-2006	30,200,948.81	6,939,847.06	162,225.87	0.00	37,303,021.74
15,525,000.00	918,209,307.46	27-Nov-2006	29,437,648.09	6,510,698.30	155,235.59	0.00	36,103,819.99
15,525,000.00	889,520,584.25	26-Feb-2007	28,688,723.21	6,308,390.10	151,530.46	0.00	35,148,643.77
15,525,000.00	862,163,581.46	28-May-2007	27,357,002.79	6,111,815.66	151,007.24	0.00	33,619,820.69
15,525,000.00	834,917,914.95	27-Aug-2007	27,245,666.51	5,922,939.08	149,729.07	0.00	33,318,334.66
15,525,000.00	808,377,794.06	26-Nov-2007	26,540,120.89	5,735,613.61	145,960.29	0.00	32,421,694.79
15,525,000.00	782,531,593.63	26-Feb-2008	25,846,200.43	5,614,258.41	145,526.01	0.00	31,600,984.80
15,525,000.00	757,709,973.23	26-May-2008	24,821,620.39	5,316,799.18	140,127.83	0.00	30,278,447.40
15,525,000.00	733,191,837.47	26-Aug-2008	24,518,135.76	5,261,989.97	141,995.81	0.00	29,922,121.00
15,525,000.00	709,315,884.85	26-Nov-2008	23,875,952.62	5,091,571.96	140,438.21	0.00	29,107,962.78
15,158,422.59	686,061,851.84	26-Feb-2009	23,254,033.01	4,925,694.04	139,217.12	366,577.41	28,680,211.88
14,648,020.00	663,870,434.89	26-May-2009	22,191,416.95	4,609,221.54	130,752.50	510,402.59	27,441,793.08
14,170,952.43	641,800,381.57	26-Aug-2009	22,070,053.32	4,609,729.43	131,237.76	477,067.58	27,288,088.08
13,696,323.36	620,304,499.85	26-Nov-2009	21,495,881.72	4,456,323.83	127,220.08	474,629.07	26,004,000.47
13,500,000.00	599,374,776.49	26-Feb-2010	20,929,723.36	4,306,983.59	123,513.15	196,323.36	25,006,443.44
13,500,000.00	579,404,467.58	26-May-2010	19,970,308.92	4,026,263.95	116,667.20	0.00	24,113,240.07
13,500,000.00	559,572,286.38	26-Aug-2010	19,832,181.20	4,022,654.01	119,530.86	0.00	23,974,366.07
13,500,000.00	540,277,082.09	26-Nov-2010	19,295,204.28	3,884,824.39	118,237.24	0.00	23,298,260.91
13,500,000.00	521,498,371.40	28-Feb-2011	18,778,710.69	3,832,319.80	121,620.72	0.00	22,732,611.22
13,500,000.00	503,572,546.89	26-May-2011	17,925,824.51	3,423,896.77	110,218.77	0.00	21,499,940.04
13,500,000.00	485,780,677.31	26-Aug-2011	17,791,869.58	3,495,622.53	114,616.60	0.00	21,402,108.70
13,500,000.00	468,470,687.88	28-Nov-2011	17,309,989.43	3,445,276.86	117,612.71	0.00	20,872,879.00
13,500,000.00	451,632,255.44	27-Feb-2012	16,838,432.44	3,216,381.23	112,977.48	0.00	20,167,791.00
13,500,000.00	435,507,935.15	28-May-2012	16,124,320.30	3,100,872.00	111,766.87	0.00	19,336,999.17
13,500,000.00	419,726,092.60	27-Aug-2012	15,781,842.55	2,989,881.97	110,275.43	0.00	18,881,999.90
13,500,000.00	404,458,157.20	26-Nov-2012	15,267,935.40	2,881,481.01	107,920.37	0.00	18,207,336.78
13,500,000.00	389,684,086.22	26-Feb-2013	14,774,070.98	2,807,165.85	107,763.95	0.00	17,689,000.78
13,500,000.00	375,591,433.03	27-May-2013	14,092,653.19	2,646,014.49	104,821.24	0.00	16,843,488.92
13,500,000.00	361,627,839.87	26-Aug-2013	13,963,593.16	2,578,202.81	104,812.34	0.00	16,646,608.31
13,500,000.00	348,053,950.99	26-Nov-2013	13,573,888.89	2,509,502.32	104,685.58	0.00	16,188,076.78
13,500,000.00	334,862,746.95	26-Feb-2014	13,191,204.04	2,415,218.21	103,959.74	0.00	15,710,381.99
13,500,000.00	322,288,502.16	26-May-2014	12,574,244.79	2,248,057.11	99,445.45	0.00	14,921,747.30
13,500,000.00	309,885,438.51	26-Aug-2014	12,403,063.65	2,236,199.17	101,952.61	0.00	14,741,210.43
13,500,000.00	297,864,810.64	26-Nov-2014	12,020,627.87	2,150,046.62	101,057.71	0.00	14,271,732.20
13,500,000.00	286,214,577.20	26-Feb-2015	11,650,233.44	2,066,586.53	100,340.43	0.00	13,817,160.40
13,500,000.00	275,086,727.32	26-May-2015	11,127,849.87	1,921,100.96	96,109.37	0.00	13,140,060.20
13,500,000.00	264,089,633.12	26-Aug-2015	10,997,094.21	1,908,286.25	98,627.17	0.00	13,004,007.62
13,500,000.00	253,407,680.16	26-Nov-2015	10,681,952.96	1,831,875.41	97,879.69	0.00	12,611,708.06
13,500,000.00	243,034,411.04	26-Feb-2016	10,373,269.11	1,757,685.57	97,293.15	0.00	12,228,247.83
13,500,000.00	233,070,288.10	26-May-2016	9,964,122.94	1,649,073.29	94,283.82	0.00	11,707,480.00
13,500,000.00	223,288,464.68	26-Aug-2016	9,781,823.43	1,616,355.70	95,750.18	0.00	11,493,929.31
13,500,000.00	213,801,255.29	28-Nov-2016	9,487,209.39	1,582,062.51	98,029.24	0.00	11,167,301.14
13,500,000.00	204,609,892.48	27-Feb-2017	9,191,362.81	1,466,413.63	94,360.48	0.00	10,702,136.92
13,500,000.00	195,893,853.98	26-May-2017	8,716,038.50	1,357,197.01	89,794.33	0.00	10,163,029.84
13,500,000.00	187,453,811.62	28-Aug-2017	8,440,042.36	1,387,826.06	95,599.90	0.00	9,923,468.32
13,500,000.00	179,390,677.58	27-Nov-2017	8,063,134.04	1,285,666.76	91,706.30	0.00	9,440,070.10
13,500,000.00	171,677,192.19	26-Feb-2018	7,713,485.38	1,230,391.80	90,459.60	0.00	9,034,336.78
13,500,000.00	164,328,161.77	28-May-2018	7,349,030.42	1,177,546.50	90,257.20	0.00	8,616,834.12
13,500,000.00	157,089,605.75	27-Aug-2018	7,238,556.02	1,126,901.32	89,728.58	0.00	8,400,180.92
13,500,000.00	150,070,494.01	26-Nov-2018	7,019,111.74	1,077,165.15	88,698.42	0.00	8,184,970.32
13,500,000.00	143,267,332.93	26-Feb-2019	6,803,161.08	1,040,262.76	89,100.42	0.00	7,932,024.27
13,500,000.00	136,769,297.27	27-May-2019	6,498,035.66	971,527.33	86,910.66	0.00	7,006,473.60
0.00	0.00	26-Aug-2019	136,769,297.27	937,556.10	87,229.75	13,500,000.00	1,129,083.11

FUND AS FLO
(AMOUNTS IN EUR)

PR 8.00

30-Sep-2003

1,300,000,000.00 Mortgage Loan acquisition payment

1,388,840.93 Initial Expenses

1,020,000.00 Cash Reserve Set up

Date	PAYMENTS								Total
	Current Expenses	Bond Interest	Bond Principal Repayment	Sub-Loan Interest	Start-up Sub-Loan Repayment	Start-up Mort. Loan Fee	Sub-Loan Variable Remunerat.		
(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
TOTALS:	2,226,907.72	226,967.07	1,300,000.00	7,372,088.22	16,913,840.93	899,682.90	22,292,630.99	1,626,670,869.11	
26-Feb-2004	46,502.53	13,638,054.85	65,465,814.14	272,914.01	69,442.05	55,764.19	1,831,296.15	81,334,787.91	
26-May-2004	46,502.53	7,766,411.33	37,229,216.74	132,649.64	69,442.05	31,062.20	854,988.02	46,130,272.11	
26-Aug-2004	46,502.53	7,712,086.18	36,890,879.19	135,038.40	69,442.05	30,817.30	843,802.49	4,728,68.14	
26-Nov-2004	46,502.53	7,487,236.27	35,984,844.19	134,479.39	69,442.05	29,902.71	811,418.92	44,63,826.06	
28-Feb-2005	63,148.53	7,425,906.66	35,097,919.63	134,114.82	69,442.05	29,643.58	789,489.69	43,609,664.9	
26-May-2005	46,502.53	6,670,617.97	33,466,021.50	128,830.35	69,442.05	26,627.53	701,426.12	41,109,468.0	
26-Aug-2005	46,502.53	6,850,011.42	33,401,095.70	132,802.37	69,442.05	27,311.03	719,723.71	41,246,888.80	
28-Nov-2005	46,502.53	6,790,919.39	32,571,939.75	132,401.34	69,442.05	27,058.83	713,984.48	40,32,248.36	
27-Feb-2006	63,564.68	6,377,819.84	31,755,701.93	131,611.44	69,442.05	25,398.74	638,741.53	39,062,280.20	
26-May-2006	46,502.53	5,982,426.30	30,288,662.86	126,782.68	69,442.05	23,821.26	601,266.06	37,138,903.74	
28-Aug-2006	46,502.53	6,201,696.35	30,200,948.81	130,687.86	69,442.05	24,662.93	629,081.21	37,303,021.74	
27-Nov-2006	46,502.53	5,821,695.90	29,437,648.09	129,952.64	69,442.05	23,135.57	575,205.20	36,103,81.99	
26-Feb-2007	63,991.23	5,644,223.68	28,688,723.21	129,399.71	69,442.05	22,415.87	530,448.02	3,148,643.77	
28-May-2007	46,502.53	5,471,266.54	27,357,002.79	124,771.46	69,442.05	21,724.45	529,115.87	33,619,820.69	
27-Aug-2007	46,502.53	5,306,338.01	27,245,666.51	128,293.84	69,442.05	21,040.86	501,050.86	33,318,334.66	
26-Nov-2007	46,502.53	5,142,080.70	26,540,120.89	127,740.91	69,442.05	20,373.36	475,434.35	32,421,694.79	
26-Feb-2008	64,428.45	5,036,825.04	25,846,200.43	127,212.28	69,442.05	19,941.51	441,935.08	31,60,984.8	
26-May-2008	45,881.72	4,773,220.88	24,821,620.39	123,899.94	69,442.05	18,887.53	425,594.89	30,278,47.40	
26-Aug-2008	45,428.95	4,728,004.68	24,518,135.76	126,094.27	69,442.05	18,685.22	416,330.63	29,922,121.0	
26-Nov-2008	44,007.57	4,578,566.64	23,875,952.62	125,535.26	69,442.05	18,078.06	396,380.60	29,107,962.78	
26-Feb-2009	62,025.51	4,433,042.71	23,254,033.01	124,976.25	366,577.41	17,488.10	427,378.59	28,680,21.8	
26-May-2009	39,978.38	4,151,375.37	22,191,416.95	118,046.22	510,402.59	16,369.41	414,204.65	27,441,793.8	
26-Aug-2009	39,988.83	4,156,052.69	22,070,053.32	117,916.56	477,067.58	16,361.21	410,647.90	27,288,088.08	
26-Nov-2009	38,709.37	4,016,111.88	21,495,881.72	114,076.17	474,629.07	15,814.62	398,831.88	26,04,04.70	
26-Feb-2010	57,195.63	3,881,599.86	20,929,723.36	110,255.40	196,323.36	15,283.50	366,162.33	2,006,43.44	
26-May-2010	35,116.78	3,628,327.45	19,970,308.92	105,131.25	0.00	14,291.52	360,064.16	24,113,240.07	
26-Aug-2010	35,092.12	3,625,664.98	19,832,181.20	108,675.00	0.00	14,269.88	358,482.90	23,974,366.07	
26-Nov-2010	33,942.39	3,501,563.68	19,295,204.28	108,675.00	0.00	13,779.06	345,101.49	23,298,260.91	
28-Feb-2011	53,609.01	3,454,318.70	18,778,710.69	108,675.00	0.00	13,591.65	323,746.17	22,732,601.22	
26-May-2011	30,092.07	3,085,959.44	17,925,824.51	105,131.25	0.00	12,146.44	300,786.34	21,49,940.04	
26-Aug-2011	30,695.94	3,151,141.30	17,791,869.58	108,675.00	0.00	12,392.90	307,333.98	21,402,108.70	
28-Nov-2011	30,276.72	3,105,890.17	17,309,989.43	108,675.00	0.00	12,212.42	305,835.26	20,872,879.00	
27-Feb-2012	48,824.24	2,899,624.89	16,838,432.44	108,675.00	0.00	11,399.83	260,834.75	20,167,791.1	
28-May-2012	27,400.24	2,795,402.50	16,124,320.30	106,312.50	0.00	10,991.75	272,531.88	19,336,919.17	
27-Aug-2012	26,475.63	2,695,600.14	15,781,842.55	108,675.00	0.00	10,594.53	258,812.10	18,881,999.9	
26-Nov-2012	25,570.66	2,597,917.56	15,267,935.40	108,675.00	0.00	10,209.69	247,028.47	18,27,336.78	
26-Feb-2013	45,817.74	2,530,925.91	14,774,070.98	108,675.00	0.00	9,946.22	219,564.93	17,689,000.78	
27-May-2013	23,602.42	2,385,465.75	14,092,653.19	105,131.25	0.00	9,377.73	227,258.58	16,843,488.92	
26-Aug-2013	23,039.87	2,324,743.68	13,963,593.16	108,675.00	0.00	9,131.24	217,425.36	16,646,608.31	
26-Nov-2013	22,467.04	2,262,912.12	13,573,888.89	108,675.00	0.00	8,886.21	211,247.53	16,188,076.78	
26-Feb-2014	42,973.14	2,177,972.54	13,191,204.04	108,675.00	0.00	8,551.15	181,006.12	1,710,381.99	
26-May-2014	20,282.37	2,027,098.48	12,574,244.79	105,131.25	0.00	7,961.30	187,029.17	14,921,747.3	
26-Aug-2014	20,186.43	2,016,743.40	12,403,063.65	108,675.00	0.00	7,914.27	184,632.68	14,741,210.43	
26-Nov-2014	19,467.40	1,939,130.34	12,020,627.87	108,675.00	0.00	7,608.10	176,223.50	14,271,732.20	
26-Feb-2015	40,510.52	1,863,910.40	11,650,233.44	108,675.00	0.00	7,311.98	146,519.07	13,817,160.40	
26-May-2015	17,554.07	1,732,605.79	11,127,849.87	105,131.25	0.00	6,798.52	155,120.69	13,140,060.20	
26-Aug-2015	17,450.02	1,721,374.91	10,997,094.21	108,675.00	0.00	6,748.30	152,665.18	13,004,007.62	
26-Nov-2015	16,812.49	1,652,559.81	10,681,952.96	108,675.00	0.00	6,476.42	145,231.38	12,611,708.06	
26-Feb-2016	38,401.49	1,585,716.72	10,373,269.11	108,675.00	0.00	6,212.87	115,972.64	12,228,247.83	
26-May-2016	15,285.58	1,487,744.26	9,964,122.94	106,312.50	0.00	5,828.76	128,186.01	11,707,480.0	
26-Aug-2016	15,014.22	1,458,454.03	9,781,823.43	108,675.00	0.00	5,709.73	124,252.90	11,493,929.31	
28-Nov-2016	14,728.55	1,427,618.43	9,487,209.39	108,675.00	0.00	5,586.99	123,482.79	11,167,301.14	
27-Feb-2017	36,455.94	1,323,334.54	9,191,362.81	108,675.00	0.00	5,177.46	87,131.18	10,72,136.92	
26-May-2017	13,159.56	1,224,693.19	8,716,038.50	105,131.25	0.00	4,793.06	99,214.28	10,163,029.84	
28-Aug-2017	13,159.56	1,252,468.09	8,440,042.36	108,675.00	0.00	4,899.19	104,224.12	9,923,468.32	
27-Nov-2017	13,159.56	1,160,255.60	8,063,134.04	108,675.00	0.00	4,538.81	90,744.08	9,440,07.10	
26-Feb-2018	36,397.68	1,110,348.39	7,713,485.38	108,675.00	0.00	4,344.03	61,086.29	9,034,336.78	
28-May-2018	13,450.99	1,062,605.35	7,349,030.42	105,131.25	0.00	4,158.26	82,457.85	8,616,834.12	
27-Aug-2018	13,450.99	1,017,118.13	7,238,556.02	108,675.00	0.00	3,976.21	73,409.57	8,40,180.92	
26-Nov-2018	13,450.99	972,314.69	7,019,111.74	108,675.00	0.00	3,799.42	67,623.48	8,184,970.32	
26-Feb-2019	37,270.06	939,076.87	6,803,161.08	108,675.00	0.00	3,668.17	40,673.08	7,932,24.27	
27-May-2019	13,749.70	877,016.35	6,498,035.66	105,131.25	0.00	3,425.96	59,114.73	7,006,473.6	
26-Aug-2019	19,629.79	846,541.03	136,769,297.27	108,675.00	13,500,000.00	3,303.31	46,636.71	1,01,294,083.11	

FUND AS FLO
(AMOUNTS IN EUR)

PR 10.00

30-Sep-2003 1,300,000,000.00 Bond Issue
1,388,840.93 Start-up Loan (- M.L. acquisition residue)
1,020,000.00 Subordinated Loan

Cash Reserve Balance	M.L. Outstanding Balance	Date	COLLECTIONS				Total
			M.L. Principal Repayment	Net Swap Interest	Reinvestm. Interest	Cash Reserve Reduction	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
TOTALS:			1,300,000,000.00	221,27,690.62	7,332,487.60	1,020,000.00	1,94,381,183.28
15,525,000.00	1,272,643,471.92	26-Feb-2004	77,356,528.08	15,413,610.70	487,228.47	0.00	93,277,367.27
15,525,000.00	1,229,060,152.65	26-May-2004	43,583,319.26	8,643,694.47	181,413.09	0.00	12,408,426.83
15,525,000.00	1,186,099,910.94	26-Aug-2004	42,960,241.72	8,532,144.08	183,210.54	0.00	11,670,966.33
15,525,000.00	1,144,460,611.17	26-Nov-2004	41,639,299.77	8,233,734.34	180,122.21	0.00	10,031,166.33
15,525,000.00	1,104,105,545.81	28-Feb-2005	40,355,065.36	8,117,375.18	185,328.65	0.00	48,677,769.19
15,525,000.00	1,065,928,124.79	26-May-2005	38,177,421.02	7,248,835.08	165,750.85	0.00	40,92,006.94
15,525,000.00	1,028,003,971.00	26-Aug-2005	37,924,153.79	7,399,018.65	171,447.46	0.00	40,494,619.90
15,525,000.00	991,257,511.58	28-Nov-2005	36,746,459.41	7,290,723.89	175,954.27	0.00	44,213,137.88
15,525,000.00	955,660,262.51	27-Feb-2006	35,597,249.07	6,805,725.45	168,071.54	0.00	42,71,046.06
15,525,000.00	921,976,956.38	26-May-2006	33,683,306.13	6,345,751.12	156,407.21	0.00	40,181,464.46
15,525,000.00	888,548,338.01	28-Aug-2006	33,428,618.37	6,538,288.07	167,727.57	0.00	40,134,634.01
15,525,000.00	856,173,455.82	27-Nov-2006	32,374,882.19	6,099,966.80	159,967.70	0.00	38,634,816.68
15,525,000.00	824,824,403.82	26-Feb-2007	31,349,052.00	5,877,679.21	155,537.86	0.00	37,382,269.06
15,525,000.00	795,168,558.17	28-May-2007	29,655,845.65	5,663,118.16	154,373.36	0.00	30,473,337.18
15,525,000.00	765,770,160.65	27-Aug-2007	29,398,397.51	5,458,486.75	152,839.13	0.00	31,009,723.39
15,525,000.00	737,316,603.63	26-Nov-2007	28,453,557.02	5,256,540.74	148,500.30	0.00	33,808,998.06
15,525,000.00	709,784,226.79	26-Feb-2008	27,532,376.85	5,116,811.09	147,589.12	0.00	32,796,777.06
15,100,445.61	683,541,113.56	26-May-2008	26,243,113.22	4,818,914.96	141,636.62	424,554.39	31,628,219.18
14,507,351.26	657,754,402.61	26-Aug-2008	25,786,710.96	4,743,262.97	140,932.76	593,094.35	31,264,001.03
13,972,342.72	632,805,376.93	26-Nov-2008	24,949,025.68	4,564,188.78	135,735.41	535,008.54	30,183,908.40
13,500,000.00	608,664,391.69	26-Feb-2009	24,140,985.24	4,391,019.22	131,183.58	472,342.72	29,130,307.60
13,500,000.00	585,815,281.72	26-May-2009	22,849,109.97	4,086,224.71	121,957.49	0.00	27,077,292.17
13,500,000.00	563,198,001.73	26-Aug-2009	22,617,279.99	4,064,605.92	124,805.51	0.00	26,806,691.42
13,500,000.00	541,314,454.82	26-Nov-2009	21,883,546.91	3,907,541.01	123,105.74	0.00	21,914,193.66
13,500,000.00	520,147,488.58	26-Feb-2010	21,166,966.24	3,755,652.85	121,688.37	0.00	21,044,307.41
13,500,000.00	500,117,260.27	26-May-2010	20,030,228.32	3,491,486.96	115,584.74	0.00	23,637,300.02
13,500,000.00	480,318,313.50	26-Aug-2010	19,798,946.77	3,469,512.28	118,311.53	0.00	23,386,770.88
13,500,000.00	461,181,871.02	26-Nov-2010	19,136,442.48	3,332,039.27	116,786.15	0.00	22,801,267.90
13,500,000.00	442,681,262.21	28-Feb-2011	18,500,608.81	3,268,775.27	119,804.21	0.00	21,889,188.29
13,500,000.00	425,168,750.57	26-May-2011	17,512,511.63	2,904,284.06	108,292.14	0.00	20,201,087.84
13,500,000.00	407,869,800.26	26-Aug-2011	17,298,950.32	2,949,101.24	112,558.90	0.00	20,360,610.41
13,500,000.00	391,151,956.50	28-Nov-2011	16,717,843.76	2,890,489.08	115,230.94	0.00	19,723,637.78
13,500,000.00	374,998,513.36	27-Feb-2012	16,153,443.14	2,683,480.03	110,464.63	0.00	18,947,387.80
13,500,000.00	359,645,466.52	28-May-2012	15,353,046.84	2,572,784.36	109,063.35	0.00	18,034,894.66
13,500,000.00	344,687,671.76	27-Aug-2012	14,957,794.76	2,467,166.83	107,546.06	0.00	17,132,107.60
13,500,000.00	330,304,529.90	26-Nov-2012	14,383,141.86	2,364,511.96	105,178.94	0.00	16,802,832.76
13,500,000.00	316,471,512.29	26-Feb-2013	13,833,017.61	2,290,745.43	104,898.36	0.00	16,228,661.40
13,500,000.00	303,387,224.26	27-May-2013	13,084,288.03	2,147,309.27	101,809.72	0.00	11,333,407.02
13,500,000.00	290,485,156.33	26-Aug-2013	12,902,067.93	2,080,964.84	101,791.12	0.00	11,084,823.89
13,500,000.00	278,028,190.25	26-Nov-2013	12,456,966.09	2,014,261.17	101,578.01	0.00	14,172,801.26
13,500,000.00	266,004,491.80	26-Feb-2014	12,023,698.44	1,927,820.57	100,737.99	0.00	14,022,700.00
13,500,000.00	254,639,329.28	26-May-2014	11,365,162.53	1,784,473.26	96,231.79	0.00	13,241,867.88
13,500,000.00	243,478,837.38	26-Aug-2014	11,160,491.89	1,765,457.81	98,659.03	0.00	13,024,608.74
13,500,000.00	232,733,216.90	26-Nov-2014	10,745,620.49	1,688,006.64	97,722.57	0.00	12,131,349.70
13,500,000.00	222,387,193.29	26-Feb-2015	10,346,023.61	1,613,469.89	96,937.79	0.00	12,016,431.29
13,500,000.00	212,591,118.02	26-May-2015	9,796,075.27	1,491,588.13	92,751.37	0.00	11,380,414.77
13,500,000.00	202,957,431.50	26-Aug-2015	9,633,686.52	1,473,619.47	95,189.43	0.00	11,202,491.41
13,500,000.00	193,664,985.06	26-Nov-2015	9,292,446.44	1,406,746.81	94,413.74	0.00	10,793,606.99
13,500,000.00	184,704,050.62	26-Feb-2016	8,960,934.44	1,342,272.87	93,771.64	0.00	10,396,978.90
13,500,000.00	176,167,233.25	26-May-2016	8,536,817.37	1,252,345.35	90,830.88	0.00	9,879,993.61
13,500,000.00	167,834,389.93	26-Aug-2016	8,332,843.32	1,220,792.13	92,236.61	0.00	9,641,872.06
13,500,000.00	159,808,886.38	28-Nov-2016	8,025,503.55	1,188,242.06	94,282.77	0.00	9,308,028.38
13,500,000.00	152,087,276.88	27-Feb-2017	7,721,609.50	1,095,256.08	90,700.92	0.00	8,907,166.00
13,500,000.00	144,824,317.75	26-May-2017	7,262,959.13	1,008,068.95	86,373.55	0.00	8,307,401.64
13,500,000.00	137,813,086.74	28-Aug-2017	7,011,231.01	1,025,232.58	91,968.23	0.00	8,128,431.82
0.00	0.00	27-Nov-2017	137,813,086.74	944,476.75	88,265.74	13,500,000.00	112,341,829.23

FUND AS FLO
(AMOUNTS IN EUR)

PR 10.00

30-Sep-2003

1,300,000,000.00 Mortgage Loan acquisition payment

1,388,840.93 Initial Expenses

1,002,000.00 Cash Reserve Set up

Date	PAYMENTS								Total
	Current Expenses	Bond Interest	Bond Principal Repayment	Sub Start-up Loan Interest	Sub Start-up Loan Repayment	Mort. Loan Serv. Fee	Sub Loan Variable Remunerat.		
(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
TOTALS:	1,939,799.1	198,708,073.42	1,300,000,000.00	6,617,174.00	16,913,840.93	78,186.04	19,473,149.73	1,943,818,282.28	
26-Feb-2004	46,502.53	13,638,054.85	77,356,528.08	227,914.01	69,442.05	55,545.53	1,863,380.20	93,277,367.2	
26-May-2004	46,502.53	7,695,512.95	43,583,319.26	132,649.64	69,442.05	30,664.38	850,336.02	2,408,426.83	
26-Aug-2004	46,502.53	7,600,884.02	42,960,241.72	135,038.40	69,442.05	30,254.65	833,232.97	1,677,966.33	
26-Nov-2004	46,502.53	7,339,041.35	41,639,299.77	134,479.39	69,442.05	29,194.08	795,197.16	1,633,163.33	
28-Feb-2005	63,148.53	7,239,276.98	40,355,065.36	134,114.82	69,442.05	28,781.30	767,940.14	1,769,769.19	
26-May-2005	46,502.53	6,467,585.38	38,177,421.02	128,830.35	69,442.05	25,713.33	676,512.28	1,920,069.94	
26-Aug-2005	46,502.53	6,606,594.31	37,924,153.79	132,802.37	69,442.05	26,227.72	688,897.13	1,619,949.4	
28-Nov-2005	46,502.53	6,514,043.26	36,746,459.41	132,401.34	69,442.05	25,841.50	687,447.49	1,618,813.8	
27-Feb-2006	63,564.68	6,084,613.04	35,597,249.07	131,611.44	69,442.05	24,122.15	600,443.64	1,710,466.06	
26-May-2006	46,502.53	5,676,489.44	33,683,306.13	126,782.68	69,442.05	22,501.71	560,439.92	1,464,464.64	
28-Aug-2006	46,502.53	5,853,760.02	33,428,618.37	130,687.86	69,442.05	23,168.08	582,455.10	1,634,041.01	
27-Nov-2006	46,502.53	5,465,405.11	32,374,882.19	129,952.64	69,442.05	21,612.81	527,019.36	1,616,688.68	
26-Feb-2007	63,991.23	5,270,225.04	31,349,052.00	129,399.71	69,442.05	20,824.81	479,334.23	1,726,969.06	
28-May-2007	46,502.53	5,081,229.44	29,655,845.65	124,771.46	69,442.05	20,073.39	475,472.66	1,733,337.18	
27-Aug-2007	46,502.53	4,902,441.76	29,398,397.51	128,293.84	69,442.05	19,334.34	445,311.35	1,723,339.39	
26-Nov-2007	45,413.68	4,725,206.18	28,453,557.02	127,740.91	69,442.05	18,617.16	418,621.07	1,698,098.06	
26-Feb-2008	63,241.22	4,603,707.09	27,532,376.85	127,212.28	69,442.05	18,121.86	382,675.72	1,777,066.32	
26-May-2008	41,756.05	4,339,464.70	26,243,113.22	123,899.94	493,996.43	17,070.24	368,918.60	1,821,918.18	
26-Aug-2008	41,129.19	4,275,945.48	25,786,710.96	122,676.60	662,536.40	16,794.06	358,208.35	1,801,001.03	
26-Nov-2008	39,634.26	4,118,775.47	24,949,025.68	117,343.19	604,450.58	16,158.23	338,570.98	1,839,840.40	
26-Feb-2009	57,479.11	3,959,825.00	24,140,985.24	112,477.36	472,342.72	15,544.54	376,876.80	1,830,769.11	
26-May-2009	35,637.76	3,684,562.32	22,849,109.97	105,131.25	0.00	14,471.50	368,379.37	1,729,217.17	
26-Aug-2009	35,463.77	3,665,781.11	22,617,279.99	108,675.00	0.00	14,384.29	365,107.26	1,691,426.26	
26-Nov-2009	34,152.58	3,524,251.86	21,883,546.91	108,675.00	0.00	13,826.60	349,740.71	1,619,366.66	
26-Feb-2010	52,501.89	3,387,314.00	21,166,966.24	108,675.00	0.00	13,288.38	315,561.94	1,630,447.4	
26-May-2010	30,673.54	3,148,723.44	20,030,228.32	105,131.25	0.00	12,358.67	310,184.79	1,637,300.02	
26-Aug-2010	30,495.63	3,129,519.60	19,798,946.77	108,675.00	0.00	12,271.73	306,861.86	1,677,078.8	
26-Nov-2010	29,347.83	3,005,626.27	19,136,442.48	108,675.00	0.00	11,783.87	293,392.45	1,626,790.22	
28-Feb-2011	48,806.84	2,948,615.10	18,500,608.81	108,675.00	0.00	11,559.31	270,923.23	1,889,188.29	
26-May-2011	25,771.17	2,619,560.28	17,512,511.63	105,131.25	0.00	10,274.30	251,839.20	1,608,784.4	
26-Aug-2011	26,150.67	2,660,523.93	17,298,950.32	108,675.00	0.00	10,424.78	255,885.75	1,610,410.4	
28-Nov-2011	25,661.83	2,607,758.73	16,717,843.76	108,675.00	0.00	10,215.93	253,408.53	1,637,637.8	
27-Feb-2012	44,279.75	2,421,056.39	16,153,443.14	108,675.00	0.00	9,483.42	210,450.10	1,847,387.80	
28-May-2012	23,005.87	2,321,073.77	15,353,046.84	106,312.50	0.00	9,093.90	222,361.68	1,634,894.6	
27-Aug-2012	22,125.49	2,226,045.25	14,957,794.76	108,675.00	0.00	8,716.76	209,150.41	1,607,076.6	
26-Nov-2012	21,267.77	2,133,463.16	14,383,141.86	108,675.00	0.00	8,353.47	197,931.51	1,632,767.6	
26-Feb-2013	41,411.39	2,066,904.27	13,833,017.61	108,675.00	0.00	8,092.87	170,560.26	1,661,406.26	
27-May-2013	19,450.37	1,937,292.23	13,084,288.03	105,131.25	0.00	7,588.99	179,656.16	1,640,702.02	
26-Aug-2013	18,899.50	1,877,831.78	12,902,067.93	108,675.00	0.00	7,348.62	170,001.06	1,623,823.89	
26-Nov-2013	18,342.71	1,817,731.68	12,456,966.09	108,675.00	0.00	7,111.69	163,978.10	1,626,026.10	
26-Feb-2014	38,812.07	1,739,781.33	12,023,698.44	108,675.00	0.00	6,805.65	134,484.51	1,627,000.0	
26-May-2014	16,420.64	1,610,263.62	11,365,162.53	105,131.25	0.00	6,301.88	142,587.65	1,667,818.8	
26-Aug-2014	16,264.63	1,593,423.85	11,160,491.89	108,675.00	0.00	6,229.96	139,523.40	1,608,744.4	
26-Nov-2014	15,617.63	1,523,586.27	10,745,620.49	108,675.00	0.00	5,955.66	131,894.65	1,634,970.70	
26-Feb-2015	36,640.27	1,456,344.78	10,346,023.61	108,675.00	0.00	5,692.15	103,055.48	1,643,129.0	
26-May-2015	13,974.49	1,346,225.42	9,796,075.27	105,131.25	0.00	5,263.76	113,744.58	1,644,477.77	
26-Aug-2015	13,826.99	1,330,304.16	9,633,686.52	108,675.00	0.00	5,195.93	110,806.82	1,649,441.41	
26-Nov-2015	13,268.50	1,270,020.67	9,292,446.44	108,675.00	0.00	4,958.86	104,237.51	1,606,999.99	
26-Feb-2016	34,851.47	1,211,872.52	8,960,934.44	108,675.00	0.00	4,730.70	75,914.82	1,697,919.0	
26-May-2016	12,875.25	1,130,672.77	8,536,817.37	106,312.50	0.00	4,413.89	88,901.83	1,693,616.1	
26-Aug-2016	12,875.25	1,102,379.09	8,332,843.32	108,675.00	0.00	4,299.78	84,799.62	1,682,066.06	
28-Nov-2016	12,875.25	1,073,066.93	8,025,503.55	108,675.00	0.00	4,183.93	83,723.73	1,628,380.0	
27-Feb-2017	35,546.58	989,145.83	7,721,609.50	108,675.00	0.00	3,855.74	48,733.85	1,666,000.0	
26-May-2017	13,159.56	910,318.90	7,262,959.13	105,131.25	0.00	3,550.10	62,282.68	1,641,641.64	
28-Aug-2017	13,159.56	925,949.60	7,011,231.01	108,675.00	0.00	3,608.59	65,808.05	1,643,182.2	
27-Nov-2017	18,756.32	853,001.62	137,813,086.74	108,675.00	13,500,000.00	3,324.53	48,985.02	1,629,232.28	

Key to the number outline.

- (1) Required Cash Reserve.
- (2) Outstanding Balance of the Mortgage Loans on each quarterly Payment Date, upon the principal being repaid (4).
- (3) Quarterly payment dates.

a) Collections.

- (4) Amount of Mortgage Loan principal repaid from the immediately preceding quarterly date until the date given.
- (5) Net interest collected by the Fund from the immediately preceding quarterly date until the date given. Such is the interest received on the Mortgage Loans and the interest resulting from the application of the Swap Agreement.
- (6) Interest on the Fund's Treasury Account under the Guaranteed Interest Rate Account (Treasury Account) Agreement.
- (7) Cash Reserve Reduction.
- (8) Total income on each payment date, being the sum of amounts (4), (5), (6) and (7).

b) Payments.

- (9) Quarterly payment dates for the various transactions and services arranged for by the Fund until final maturity.
- (10) Amounts for the Fund's current expenses.
- (11) Amount of interest payable to the Bondholders.
- (12) Bond principal repayment amount.
- (13) Start-Up Loan and Subordinated Loan interest payment amounts.
- (14) Periodic Start-Up Loan principal and Subordinated Loan principal repayment.
- (15) Mortgage Loan servicing fee.
- (16) Variable remuneration of the Subordinated Loan.
- (17) Total payments on each Payment Date, being the sum of amounts (10), (11), (12), (13), (14), (15) and (16).

V.2 Accounting policies used by the Fund.

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

The expenses of setting up the Fund and issuing the Bonds detailed in section II.14 will be subject to a straight-line depreciation during the months elapsing since the constitution of the Fund until September 30, 2008, inclusive.

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

V.3 Description of the purpose or object of the financial transactions arranged by the Management Company on behalf of the Fund, in order to enhance the risk, increase payment regularity, neutralise interest rate differences on the Mortgage Loans, or, in general, transform the financial characteristics of all or part of said securities.

In order to consolidate the financial structure of the Fund, enhance the safety or regularity in payment of the Bonds, cover the timing differences between the scheduled principal and interest flows on the Mortgage Loans and the Bonds, or, generally, transform the financial characteristics of the Mortgage Loans, and supplement management of the Fund, the Management Company shall, on behalf of the Fund, upon executing the Deed of Constitution, proceed to formally enter into the agreements established hereinafter in this section, in accordance with the provisions of article 6.1 of Royal Decree 926/1998.

The Management Company may extend or amend the agreements entered into on the Fund's behalf, substitute each of the service providers to the Fund under those agreements and indeed, if necessary, enter into additional agreements, including new credit facility agreements, provided that the circumstances preventing the foregoing in accordance with the laws in force from time to time do not occur. In any event, those actions shall require that the Management Company first notify or secure the prior authorisation, if necessary, of the CNMV or competent administrative body and the Rating Agencies, and that such changes are not detrimental to the rating assigned to the Bonds by the Rating Agencies. Furthermore, those actions shall not require an amendment of the Deed of Constitution, save to the extent that they shall result in an amendment of the Fund Priority of Payments.

V.3.1 Guaranteed Interest Rate Account (Treasury Account) Agreement.

The Management Company, acting 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, net of underwriting and placement fees, upon subscription for the Bond Issue being paid up;
- (ii) Mortgage Loan principal repayment and interest collected;
- (iii) Subordinated Loan principal drawn down and amounts making up the Cash Reserve from time to time;

- (iv) any other amounts relating to the Mortgage Loans and from the sale or utilisation of the real estate or assets awarded or under administration or interim possession in foreclosure proceedings, and all and any rights or indemnities including not only those derived from the damage insurance contracts on the mortgaged properties, but also those derived from any right attached to the Mortgage Loans, including the set fees for each loan;
- (v) Start-Up Loan principal drawn down;
- (vi) amounts paid to the Fund under the Interest Swap Agreement;
- (vii) the amounts of the returns obtained on the balances existing in the actual Treasury Account; and
- (viii) the amounts of withholdings on account of 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 guarantees an annual nominal interest rate, variable quarterly and settled quarterly, other than for the first interest accrual period, applicable for each interest accrual period to the positive balances if any on the Treasury Account, equivalent to the Bond Reference Rate determined for each Interest Accrual Period, transformed to an interest rate based on 365-day calendar years (i.e., multiplied by 365 and divided by 360). The accrued interest to be settled on February 26, May 26, August 26 and November 26, or the following Business Day if any of those days is not a Business Day, 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. The first interest settlement date shall be February 26, 2004.

In the event that the rating of the non-subordinated and unsecured short-term debt of BANKINTER should, at any time during the life of the Bonds, fall below P-1 or A-1 respectively in Moody's and S&P's rating scales, the Management Company shall within not more than thirty (30) Business Days from the time of that occurrence put in place, after notifying the Rating Agencies, any of the options described hereinafter allowing a suitable level of guarantee to be maintained with respect to the commitments derived from this Agreement:

- a) Obtaining from an institution having a credit rating for its non-subordinated and unsecured short-term debt of at least P-1 and A-1 respectively in Moody's and S&P's rating scales, and subject at all times to the Rating Agencies' approval, a first demand guarantee securing for the Fund, merely upon the Management Company so requesting, prompt payment by BANKINTER of its obligation to repay the amounts deposited in the Treasury Account, during the time over which the loss of the P-1 or A-1 ratings is maintained by BANKINTER.
- b) Transferring the Fund's Treasury Account to an institution whose non-subordinated and unsecured short-term debt has a rating of at least P-1 and A-1 respectively in Moody's and S&P's rating scales, arranging the highest possible yield for its balances, which may differ from that arranged with BANKINTER 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*), in an amount sufficient to guarantee the commitments established in this Agreement.
- d) Moreover, if the above options should not be feasible on the set terms, the Management Company may invest the balances for not more than quarterly periods, in short-term fixed-income assets in euros issued by institutions having ratings of at least P-1 and A-1 for non-subordinated and unsecured short-term debt

respectively in Moody's and S&P's rating scales, including short-term securities issued by the Spanish State, in which case the yield obtained could also differ from that obtained initially with BANKINTER under this Agreement.

- e) In both events b) and d), the Management Company shall subsequently transfer the balances back to BANKINTER under the Guaranteed Interest Rate Account (Treasury Account) Agreement, in the event that BANKINTER'S non-subordinated and unsecured short-term debt should again attain the P-1 and A-1 ratings respectively in Moody's and S&P's above-mentioned scales.

The Guaranteed Interest Rate Account (Treasury Account) Agreement mitigates the risk relating to the timing difference between the Fund's receipts of principal and interest on the Mortgage Loans, which is mostly monthly and differs from the quarterly amortisation and interest payment on the Bonds.

V.3.2 Subordinated Loan Agreement.

The Management Company shall, for and on behalf of the Fund, enter with BANKINTER into a commercial subordinated loan agreement (the "**Subordinated Loan Agreement**") amounting to EUR fifteen million five hundred and twenty-five thousand (15,525,000.00) which shall be drawn down and used on the Closing Date for initially provisioning and setting up the Cash Reserve on the terms for which provision is made in section III.2.3 of this Offering Circular.

Repayment.

Subordinated Loan principal shall be repaid on each of the Payment Dates in an amount equal to the positive difference existing between the Required Cash Reserve on the preceding Payment Date and the Required Cash Reserve on the current Payment Date, and in the application priority established for that event in the Priority of Payments.

In the event that the Fund should not have sufficient liquidity to proceed to the relevant repayment of the Subordinated Loan on a Payment Date, in the Priority of Payments, the portion of the principal not repaid shall be repaid on the following Payment Date along with the amount that should be repaid, as the case may be, on that same Payment Date, until it is fully repaid.

Financial yield.

The Subordinated Loan shall have a twofold remuneration:

1. Ordinary interest rate: the Subordinated Loan outstanding principal shall accrue an annual nominal interest, determined quarterly in each Interest Accrual Period, which shall be the result of adding: (i) the Bond Reference Rate determined for each Interest Accrual Period, and (ii) a 1.00% margin, all of which shall be rounded up to the nearest hundredth of a percentage point. This interest will be payable only if the Fund should have sufficient liquidity in the Fund Priority of Payments. Interest accrued shall be settled and be payable upon the expiration of each Interest Accrual Period, on each of the Payment Dates, until the Loan is fully repaid, 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 fall on February 26, 2004.

Ordinary interest accrued and not paid on a Payment Date shall be accumulated to the Subordinated Loan principal, earning additional interest at the same ordinary interest rate applicable for the Interest Accrual Period at issue, and shall be paid, provided that the Fund has sufficient liquidity, on the following Payment

Date and in the same number provided for payment of ordinary Subordinated Loan interest in the Priority of Payments.

2. A variable subordinated remuneration which shall be determined and accrue upon the expiration of each quarterly period, comprising the three calendar months preceding each Payment Date, as an amount equal to the positive difference, if any, between the income and expenditure, including losses brought forward, accrued by the Fund with reference to its accounts and before the close of the months of January, April, July and October in the last month of the calendar quarter. The variable remuneration accrued, if any, shall be settled on the Payment Date immediately after the last day of each of said months, provided that the Fund has sufficient liquidity in the Fund Priority of Payments.

The variable remuneration amount accrued and not paid on a Payment Date shall not be accumulated to the Subordinated Loan principal nor accrue late-payment interest, and will be paid, provided that the Fund has sufficient liquidity, on the following Payment Date along with the variable remuneration amount, if any, accrued in the following quarterly period, in the Priority of Payments.

The Subordinated Loan Agreement 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.

V.3.3 Start-Up Loan Agreement.

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**”) which shall be drawn down on the Closing Date and be allocated to financing the expenses of setting up the Fund and issuing the Bonds and finance partially the subscription for the Mortgage Certificates and the Pass-Through Certificates.

The Start-Up Loan will accrue an annual nominal interest, determined quarterly for each Interest Accrual Period, which shall be the result of adding: (i) the Reference Rate determined for the Bonds, and (ii) a 1.00% margin, all of which shall be rounded to the nearest hundredth of a percentage point. This interest will be payable only if the Fund should have sufficient liquidity in the Fund Priority of Payments. Interest accrued shall be settled and be payable upon the expiration of each Interest Accrual Period until the Loan is fully repaid, 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 February 26, 2004.

Interest accrued and not paid on a Payment Date will be accumulated and accrue a late-payment interest at the same rate as the Loan interest and will be paid, provided that the Fund has sufficient liquidity, and in the Priority of Payments, on the following Payment Date.

Repayment will be effected quarterly on each of the Payment Dates as follows:

- (i) The portion of Start-Up Loan principal actually used to finance the Fund constitution and Bond issue expenses and finance partially the subscription for the Mortgage Certificates and the Pass-Through Certificates 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, February 26, 2004, and the following until the Payment Date falling on November 26, 2008, inclusive.
- (ii) The portion of Start-Up Loan principal not used, as the case may be, shall be repaid on October 31, 2003 and shall not be subject to the Priority of Payments.

In the event that the Fund should not have sufficient liquidity, in the Priority of Payments, on a Payment Date to proceed to the partial repayment falling due on the Start-Up Loan, then the portion of principal not repaid shall be repaid on the following Payment Date along with the amount that should be repaid on that same Payment Date, as the case may be, until it is fully repaid.

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, satisfying in the first place overdue interest and secondly repayment of principal, in the Fund Priority of Payments.

V.3.4 Interest Swap Agreement.

The Management Company shall, for and on behalf of the Fund, enter with BANKINTER, into an interest swap agreement (the “**Interest Swap Agreement**”) based on the standard ISDA Master Agreement 1991 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 reference rate of the Mortgage Loans, and in consideration BANKINTER will make payments to the Fund calculated on the Reference Rate determined for the Bonds, the foregoing 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 February 26, May 26, August 26 and November 26 in every year, or the following Business Day if any of these dates is not a Business Day.

2. Settlement periods.

Party A:

The settlement periods for Party A shall be the exact number of days elapsed between two consecutive settlement dates, not including the first but including the last date. Exceptionally, the length of the first settlement period for Party A shall be equivalent to the exact number of days elapsed between the Date of Constitution of the Fund (inclusive) and February 26, 2004 (inclusive).

Party B:

The settlement periods for Party B shall be the exact number of days elapsed between two consecutive settlement dates, including the first but not including the last date. Exceptionally, the length of the first settlement period for Party B shall be equivalent to the exact number of days elapsed between the Bond Issue Closing Date (inclusive) and February 26, 2004 (exclusive).

3. Amounts payable by Party A.

On each settlement date Party A shall pay an amount equal to the sum of:

1. The total interest amount at the reference rate or index of all ordinary interest due on Mortgage Loans which, on the then-current settlement date, are in good standing in payments of amounts due or, if

delinquent, have an arrears of less than eighteen (18) months, whether or not they were paid by the Obligors, during the settlement period.

In this connection

- (i) Ordinary interest will be reduced in the interest accrued payable by the Fund in connection with the subscription for the Mortgage Certificates and the Pass-Through 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 or Pass-Through Certificates and on their early amortisation by BANKINTER in accordance with the rules laid down for substituting the Mortgage Certificates and the Pass-Through Certificates.
 - (iii) In the case of novated fixed-rate Mortgage Loans, the 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 and for the term matching the average life of the Mortgage Loan based on its new repayment schedule. Failing a EURIBOR BASIS fixed rate for the same term, the same 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 loan.
2. The total interest amount on the principal amounts due on the Mortgage Loans, whether or not they were paid by the Obligors, during the settlement period, accrued over the days actually elapsed between the due date, inclusive, and the settlement date, exclusive, calculated at an annual interest rate equivalent to the Bond Reference Rate determined for each Interest Accrual Period, coinciding with each current settlement period and based on a 360-day year.

In this connection, as the case may be, principal amounts due on the Mortgage Loans will also be deemed to be the principal amounts received by the Fund both on the sale of Mortgage Certificates and Pass-Through Certificates and on their early amortisation by BANKINTER in accordance with the rules laid down for substituting the Mortgage Certificates and the Pass-Through Certificates.

4. Amounts payable by Party B.

On each settlement date Party B shall pay an amount equal to the amount resulting from applying the Reference Rate determined for the Bonds in the Interest Accrual Period coinciding with each current settlement period on the Outstanding Principal Balance of the Bond Issue at the start of the settlement period.

If on a settlement date the Fund (Party A) should not have sufficient liquidity to make payment of the aggregate amount 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 this circumstance of non-payment occur on two consecutive Payment Dates, the Swap Agreement shall be terminated. In the event of termination, the Fund 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. Without prejudice to the foregoing, other than in an extreme event of permanent financial imbalance of the Fund, the Management Company shall endeavour, for and on behalf of the Fund, to enter into a new swap agreement.

BANKINTER shall irrevocably agree that, if at any time throughout the life of the Bond Issue, the rating of the non-subordinated and unsecured debt of BANKINTER should fall below A1 for long-term debt in Moody's rating scale or A-1 for short-term debt in S&P's rating scale, it shall take any of the following options within not more

than thirty (30) Business Days from the date of notice of the occurrence of any such circumstances: (i) that a third-party institution with a rating for its non-subordinated and unsecured debt equal to or in excess of A1 for its long-term debt and A-1 for its short-term debt, respectively in Moody's and S&P's rating scales, will secure fulfilment of its contractual obligations, (ii) that a third-party institution with the same ratings required for option (i) above will take over its contractual position and substitute it before terminating the Swap Agreement for BANKINTER, or (iii) that a deposit in cash or securities will be made in favour of the Fund securing fulfilment of its contractual obligations in an amount equal to the Swap market value to Moody's and S&P's satisfaction; all of which shall be subject to the terms and conditions which should first be approved by Moody's and S&P for the ratings assigned to each of the Series to be maintained. All and any costs, expenses and taxes incurred in connection with the compliance with the foregoing obligations shall be borne by BANKINTER.

The occurrence, as the case may be, of an early termination of the Interest Swap Agreement 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 II.11.3.2 and III.8.1 of this Offering Circular, 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.

The Interest Swap Agreement 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.

The execution of the Interest Swap Agreement derives from the need to eliminate or mitigate the interest rate risk (base risk) occurring in the Fund because the Mortgage Loans are subject to floating interest with different benchmark indices and different review and settlement periods at the floating interest established for each of the Bond Series issued by the Fund based on 3-month Euribor and with quarterly accrual and settlement periods, and the risk deriving under Mortgage Loan Subrogation and Amendment Act 2/1994 from potential Mortgage Loan interest rate renegotiation resulting in the reference rate being changed or novated to a fixed interest.

V.3.5 Mortgage Loan Servicing and Mortgage Certificate and Pass-Through Certificate Custody Agreement.

BANKINTER, issuer of the Mortgage Certificates and the Pass-Through Certificates to be subscribed for by the Fund, in accordance with the provisions of the Deed of Constitution and in accordance with Royal Decree 685/1982, amended by Royal Decree 1289/1991, August 2, shall enter with the Management Company, for and on behalf of the Fund, into the Mortgage Loan Servicing and Mortgage Certificate and Pass-Through Certificate Custody Agreement (the "**Servicing Agreement**") whereby BANKINTER (the "**Servicer**" in this Agreement), shall as attorney for the Management Company on behalf of the Fund, (i) be the safe-keeper and custodian of the Mortgage Certificates and the Pass-Through Certificates, (ii) continue to be the custodian and servicer of the Mortgage Loans; and (iii) manage collection of and receive, on behalf of the Fund, such amounts as may be paid by the Obligors under the Mortgage Loans subject of the Mortgage Certificates and the Pass-Through Certificates.

The terms of the Servicing Agreement are described in sections IV.2 of this Offering Circular.

The Servicing Agreement 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.

V.3.6 Bond Issue Management, Underwriting and Placement Agreement.

The Management Company shall, for and on behalf of the Fund, enter into a Bond Issue Management, Underwriting and Placement Agreement with MORGAN STANLEY and SOCIÉTÉ GÉNÉRALE as Lead Managers and Underwriters and Placement Agents, with BANKINTER as Lead Manager and Placement Agent, and with AHORRO CORPORACIÓN FINANCIERA S.V., BEAR STEARNS, EBN BANCO, FORTIS BANK and SCH as Underwriters and Placement Agents.

The Underwriters and Placement Agents and the Placement Agent of the Bond Issue shall take on the obligations contained in the respective Management, Underwriting and Placement Agreements, which are basically the following: 1) by the Underwriters and Placement Agents, an undertaking to subscribe on their own account for the Bonds not subscribed for by third parties during the Subscription Period, until completion of the amounts of their respective underwriting commitments; 2) payment by the Underwriters and Placement Agents to the Paying Agent, by 2pm (CET time) on the Closing Date, for same day value, of the face amount of the Bonds placed by each of them and, as the case may be, subscribed for on their own account up to their respective underwriting commitment, deducting the amount of the underwriting and placement fee accrued in their favour, whereupon the Paying Agent shall proceed to pay to the Fund, by 3pm (CET time), for same day value, the amount received from the Underwriters and Placement Agents and the face amount of the Bonds placed as Placement Agent, deducting the amount of the placement fee accrued in its favour; 3) undertaking to pay late-payment interest covenanted in the agreement in the event of late payment of the amounts due; 4) providing subscribers with a document proving subscription; 5) providing the Management Company with Bond Issue placement dissemination control information and 6) all other aspects governing the underwriting and placement.

The underwriting commitments of each Underwriting and Placement Agent and of the Placement Agent and the underwriting and placement fee are specified in section II.19.1 of this Offering Circular.

MORGAN STANLEY, BANKINTER and SOCIÉTÉ GÉNÉRALE shall be involved as Lead Managers in the Bond Issue. They shall not be remunerated for leading 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 of the Series as final by the start of the Subscription Period.

V.3.7 Bond Paying Agent Agreement.

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 Agreement are summarily as follows:

- (i) Paying the Fund by 3pm (CET time) on the Closing Date, by crediting the Treasury Account, for same day value, the aggregate amount of the subscription for the Bond Issue received from the Underwriters and Placement Agents in accordance with the provisions of the Bond Issue Management, Underwriting and Placement Agreement plus the face amount of the Bonds placed as Placement Agent, deducting the amount of the placement fee accrued in its favour.

- (ii) On each of the Bond Payment Dates, paying interest and repaying principal on the Bonds, deducting the total amount of the tax withholding for return on investments that should be made in accordance with applicable tax laws.
- (iii) On each of the Interest Rate Fixing Dates, notifying the Management Company of the Reference Rate determined to be used as the basis for calculating the nominal interest rate applicable to each of the Bond Series.

In the event of the credit ratings assigned to BANKINTER falling or for any other duly justified reason which may be detrimental to the ratings granted to the Bonds by the Rating Agencies, the Management Company may, having regard to the Rating Agencies' policies, revoke the appointment of BANKINTER as Paying Agent, and shall thereupon designate a substitute institution. 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 hereunder.

In consideration of the services provided by the Paying Agent, the Fund shall pay it a fee of EUR 1,502.53, inclusive of taxes as the case may be, on each Bond Payment Date during the term of the agreement, payable on the Payment Date by Interest Accrual Periods in arrears, provided that the Fund has sufficient liquidity and in the 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 the Payment Date on which that situation is no longer current.

The Paying Agent Agreement 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.

V.4 Priority rules established in Fund payments Priority rules established in Fund payments.

V.4.1 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 funds under the following items:
 - a) Payment of subscription for the Bonds.
 - b) Drawdown under the Start-Up Loan.
 - c) Drawdown under the Subordinated Loan.
- 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 and the Pass-Through Certificates.
 - b) Payment of the Fund constitution and Bond issue expenses.
 - c) Initial provisioning to set up the Cash Reserve.

V.4.2 Source and application of funds from the first Payment Date until the last Payment Date or liquidation of the Fund, inclusive.

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 between the preceding Payment Date, exclusive, and the current Payment Date, inclusive.
- b) Ordinary and late-payment interest income received on the Mortgage Loans between the preceding Payment Date, exclusive, and the current Payment Date, inclusive.
- c) The return received on the amounts credited to the Treasury Account.
- d) The amount with which the Cash Reserve is provisioned on the current Payment Date.
- e) Amounts received under the Interest Swap Agreement.
- f) Any other amounts received by the Fund between the preceding Payment Date, exclusive, and the current Payment Date, inclusive, including those resulting from the sale or utilisation of properties or rights awarded to the Fund.

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 (the “**Priority of Payments**”), irrespective of the time of accrual, other than item number 1, which may be made at any time as and when due:

1. 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 amounts reimbursable to the Servicer, provided they are all properly supported, shall be made to the Servicer under the Servicing Agreement in this priority.
2. Payment of the Interest Swap Agreement amount and, in the event of termination of that Agreement following a breach by the Fund, payment of the amount payable by the Fund comprising the settlement payment.
3. Payment of interest due on the Series A Bonds.
4. Amortising Series A Bond principal.

This application will only occur in the event that, on the current Payment Date, upon calculating the Available Funds for Amortisation of the Series A, B and C Bond principal under item 7 below, there is to be an Amortisation Deficiency in excess of the Outstanding Principal Balance of Series C.

The Series A Bond principal amount to be amortised shall be calculated in the manner established in item 7 below for calculating the Available Funds for Amortisation of the Series A, B and C Bond principal.

5. Payment of interest due on the Series B Bonds.
6. Payment of interest due on the Series C Bonds.
7. Amortising Series A, B and C Bond principal in an amount equivalent to the positive difference, if any, between (i) the Outstanding Principal Balance of the Bond Issue on the day preceding the current Payment Date, and (ii) the Outstanding Balance of the Mortgage Loans on the current Payment Date in good standing in payments of amounts due or, if delinquent, with an arrears of less than eighteen (18) months.

Depending on the liquidity existing on each Payment Date, the amount actually applied to amortising the Series A, B and C Bond principal shall make up the Available Funds for Amortisation which shall be applied to each of the Series in accordance with the rules for Distribution of Available Funds for Amortisation between each Series established hereinafter in this same section.

8. Withholding of an amount sufficient for the Required Cash Reserve to be maintained.
This application shall not occur on the last Payment Date or Fund liquidation date.
9. Payment of the amount payable by the Fund making up the settlement payment under the Interest Swap Agreement in the event of that Agreement being terminated for a breach by Fund counterparty.
10. Payment of interest due on the Start-Up Loan.
11. Repayment of Start-Up Loan principal in the amortised amount.
12. Payment of interest due on the Subordinated Loan at the Subordinated Loan ordinary interest rate.
13. Repayment of Subordinated Loan principal in the amortised amount.
14. Payment to the Servicer under the Servicing Agreement of the fee for servicing the Mortgage Loans.
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, may come before item 14, and indeed be moved to item 1 above, along with the other payments included in the relevant item.
15. Payment of the variable remuneration of the Subordinated Loan.

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 remaining Available Funds shall be pro

rated among the amounts payable under each such item, and the amount applied to each item shall be applied in the priority in which the accounts payable fall due.

Distribution of Available Funds for Amortisation among each Series.

The Available Funds for Bond Amortisation shall be distributed among the three Series to be amortised in accordance with the following rules:

1. Until the first Payment Date (inclusive) on which the Outstanding Principal Balance of Series B and the Outstanding Principal Balances of Series B and C are respectively equal to or greater than 4.10% or 4.00% of the Outstanding Principal Balance of the Bond Issue, the Available Funds for Amortisation shall be fully used for amortising the Series A Bonds.
2. From the Payment Date after the date on which the ratios established in rule 1 above are respectively equal to or greater than said 4.10% or 4.00%, the Available Funds for Amortisation shall be applied to amortising Series A and Series B and C, and be distributed among the same such that the above ratios of (i) the Outstanding Principal Balances of Series B and C to (ii) the Outstanding Principal Balance of the Bond Issue are respectively kept at 4.10% or 4.00%, or higher percentages closest thereto.

The Available Funds for Amortisation will however not be applied on the Payment Date to amortising Series B and Series C if any of the following circumstances occur:

- a) That the amount of the Cash Reserve provisioned is less than the Required Cash Reserve.
- b) That there is an Amortisation Deficiency.

The Available Funds for Amortisation will not be applied either to amortising Series B or Series C, as the case may be, on the Payment Date, if on the Determination Date for the current Payment Date the amount of (i) sum of the Outstanding Balance of the Mortgage Loans with an arrears in excess of three (3) months and less than eighteen (18) months in payment of amounts due in relation to (ii) the Outstanding Balance of the Mortgage Loans in good standing in payment of amounts due or, if delinquent, with an arrears of less than eighteen (18) months on that same date, is in excess of 2.25% in order not to proceed to amortise Series B or is in excess of 2.00% in order not to proceed to amortise Series C.

3. From the Payment Date, inclusive, on which the amount of the Outstanding Balance of the Mortgage Loans is less than 10 percent of the initial Outstanding Balance upon the Fund being constituted or on the Payment Date for Fund liquidation, the Available Funds for Amortisation shall be sequentially applied firstly to amortising Series A until it is fully amortised, secondly to amortising Series B until it is fully amortised and thirdly to amortising Series C until it is fully amortised.

CHAPTER VI

GENERAL INFORMATION ON THE FUND MANAGEMENT COMPANY

In accordance with article 1 of Royal Decree 926/1998, Mortgage Securitisation Funds have no own legal personality, and Mortgage Securitisation Fund Management Companies are entrusted under article 12 of said Royal Decree with constituting, managing and legally representing those Funds, and representing and defending the interests of the holders of the securities issued by the Funds they manage and of all other ordinary creditors thereof.

Accordingly, this Chapter itemises the information relating to EUROPEA DE TITULIZACIÓN S.A., S.G.F.T., as the Management Company constituting, managing and representing BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS.

VI.1 In relation to the company, other than its share capital..

VI.1.1 Name and registered office.

- **Company name:** EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN.
- **Registered office:** Madrid, Lagasca, 120
- **VAT REG. No.:** A-80514466
- **Business Activity** 6713
- **Code No.:**

VI.1.2 Incorporation and registration in the Companies Register, and information relating to administrative authorisations by and registration at the Comisión Nacional del Mercado de Valores.

EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN was incorporated in a public deed executed on January 19, 1993 before a 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, entered in the Companies Register of Madrid, volume 5,461, book O, folio 49, section 8, sheet M-89355, entry 1, dated March 11, 1993; and 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 a Notary Public of Madrid, 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. It is also entered in the special register of the CNMV, under number 2.

The Management Company has perpetual existence, other than in any of the events of dissolution provided by the laws and the articles of association.

VI.1.3 Objects.

In accordance with statutory requirements, article two of its Articles of Association establishes that: “The Company’s exclusive objects shall be to constitute, manage and legally represent both asset securitisation funds and mortgage securitisation funds. Furthermore, and in accordance with the applicable statutory regulations, the Company shall, as the manager of third party business, be responsible for representing and defending the interests of the holders of securities issued on the Funds it manages and of all their other ordinary creditors.”

VI.1.4 Place where the documents referred to in the Offering Circular or the existence of which may be inferred from its contents may be found.

The Articles of Association, accounting, economic and financial statements of the Management Company and any other document referred to in this Offering Circular, including the latter, or the existence of which may be inferred from its contents, may be found at the Management Company’s registered office at Calle Lagasca number 120, Madrid.

This Offering Circular was verified and entered in the official registers of the CNMV on September 24, 2003. It is publicly available, free of charge, at the Management Company’s registered office and at the Underwriters and Placement Agents’ and the Placement Agent’s registered offices. It may also be found at the CNMV in Madrid, Paseo de la Castellana, 19, and at the AIAF governing body, of Madrid, Plaza Pablo Ruiz Picasso, s/n, Edificio Torre Picasso, planta 43.

Upon the Deed of Constitution being executed and before the Bond Subscription Period begins, the Management Company shall deliver a certified copy of the Deed of Constitution to the CNMV. Furthermore, the Management Company, Iberclear, or the affiliated undertaking to which the latter delegates its functions, and the AIAF governing body shall at all times make copies of the Deed of Constitution available to the Bondholders and the public at issue in order that they may be examined.

VI.2 In relation to the share capital.

VI.2.1 Face amount subscribed for and paid up.

The wholly subscribed for, paid up share capital amounts to one million eight hundred and three thousand and thirty-seven euros and fifty cents (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.

VI.2.2 Classes of shares.

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

VI.2.3 Evolution of the share capital over the last three years.

During the last three years there has been no change in the share capital of the Management Company, other than the rounding up of the face value of the shares in Series A and the rounding down of the face value of the shares in Series B, to the nearest euro cent upon the redenomination of the share capital in euros pursuant to a resolution of the Board of Directors at a meeting held on March 27, 2001 in accordance with the provisions of article 21 of Act 46/1998, December 17, on the changeover to the euro.

VI.3 Information relating to shareholdings.

VI.3.1 Existence or not of shareholdings in other companies.

There are no shareholdings in any other company.

VI.3.2 Group of companies in which the company has membership.

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

VI.3.3 Significant shareholders.

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
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 Atlántico, S.A	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
Banco Urquijo, S.A.	0.7658
BNP 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
	<hr/>
	100.0000

* Rounded to 4 decimal places

VI.4 Corporate bodies.

The government and management of the Management Company are entrusted in the Articles of Association to the General Shareholders' Meeting and the Board of Directors. Its duties and authorities are as prescribed for those bodies in the Public Limited Companies Act and in Act 19/1992, July 7, in relation to the objects.

Among the other bodies for which provision is made in the Articles of Association, an Executive Committee has been set up with delegated authorities of the Board. There is also a General Manager vested with extensive authorities within the organisation and vis-à-vis third parties.

VI.4.1 Officers.

Board of Directors.

The Board of Directors has the following membership:

Chairman:	Mr Roberto Vicario Montoya*
Vice-Chairman:	Mr Carlos Pertejo Muñoz*
Directors:	Mr José Manuel Aguirre Larizgoitia Mr José M ^a . Castellón Leal on behalf of Barclays Bank, S.A. Mr Vicente Esparza Olcina Ms Ana Fernández Manrique Banco de la Pequeña y Mediana Empresa, S.A. Mr Mario Masiá Vicente Mr Juan Ortueta Monfort Ms Carmen Pérez de Muniaín Mr David Pérez Renovales on behalf of Bankinter, S. A. Mr Jesús del Pino Durán Mr Jorge Sáenz de Miera, on behalf of Deutsche Bank Credit, S.A. Mr Rafael Salinas Martínez de Lecea Mr José Miguel Raboso Díaz on behalf of Citibank España, S.A Mr José Manuel Tamayo Pérez Mr Pedro M ^a . Urresti Laca, on behalf of J.P. Morgan España, S.A.
Non-Director Secretary:	Ms Belén Rico Arévalo

(* Appointment made by the Shareholders' Meeting at a meeting held on May 30, 2003, yet to be entered in the Companies Register.)

VI.4.2 General Manager.

The General Manager of the Management Company is Mr Mario Masiá Vicente.

VI.5 Aggregate interests in the Management Company by the persons referred to in section VI.4.

The persons referred to in section VI.4.1 above are not the direct or indirect holders or representatives of any share or obligation, other than the persons specifically referred to as representing a shareholder company, and only as such.

VI.6 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.

VI.7 Specification as to whether or not the Management Company has any bankruptcy proceedings under way and the possible existence of significant lawsuits and matters which might affect its economic and financial position or, in the future, its ability to carry out the Fund management and administration functions for which provision is made in this Offering Circular.

There are none.

CHAPTER VII

RECENT EVOLUTION AND PROSPECTS OF THE MORTGAGE MARKET AND IMPLICATIONS FOR THE FUND

VII.1 Most recent significant trends in the Mortgage Market in general and of the mortgage loan market in particular in relation to the legal framework, with the development of interest rates, and prepayment and delinquency rates.

The Spanish mortgage market has in recent years undergone a major transformation both in regard to its laws and the prevailing interest of credit institutions in developing and increasing their interest in the market, and as a result of factors inherent in the development of the market proper (interest rates, demand for credit and price of housing). The most significant elements in the recent evolution of the Spanish market are described hereinafter in this section.

Mortgage credit.

In late 2002, mortgage credit came to have an outstanding balance of EUR 354,368 millions, 54.5% in the investment portfolio of Savings Banks and 38.2% in that of banks. From early 1998, mortgage credit has grown at an average pace of around 20% per annum. Consequent upon this strong boost, mortgage credit accounted for almost 50% of the total credit portfolio of financial institutions towards the end of 2002.

OUTSTANDING CREDIT BALANCES WITH MORTGAGE SECURITY

(Year-end figures in EUR billions)

	Total	Banks	Savings Banks	Financial Credit Institutions	Credit Cooperatives
2002	354.4	135.5	193.3	3.7	21.9
2001	297.0	115.2	160.3	3.5	18.0
2000	250.8	97.7	135.0	3.3	14.8
1999	209.6	84.0	109.8	3.5	12.3
1998	174.6	68.3	92.9	3.5	9.8
1997	147.3	57.8	77.3	4.0	8.2
1996	124.1	48.4	65.2	4.2	6.3
1995	108.5	42.2	57.5	3.5	5.2
1994	97.6	38.4	51.0	3.8	4.3
1993	85.2	34.2	43.5	4.1	3.3
1992	75.5	31.2	37.2	4.3	2.7
1991	67.4	29.0	32.2	4.3	1.9
1990	58.6	24.9	28.9	3.5	1.3

Source: Bank of Spain

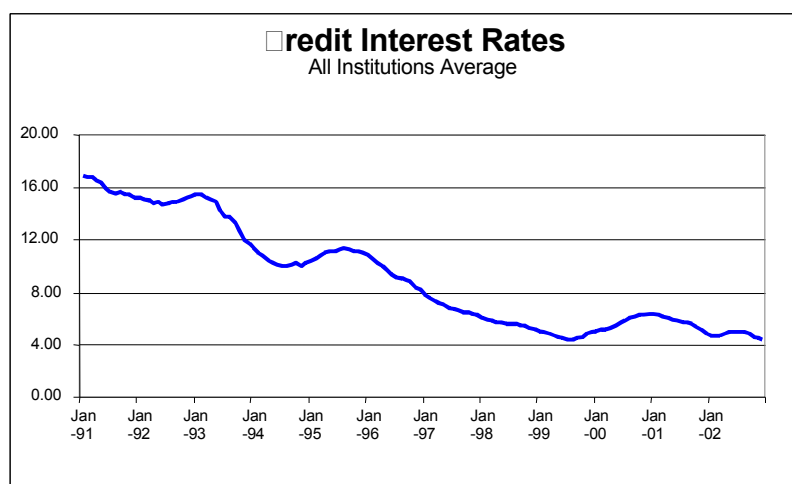
The increased demand for mortgage credit was supported by the strong development of the housing market, resulting in more than a million transactions per annum since early 1998, and an increase in the average amount

per mortgage, which has doubled over the last five years, going from an average of EUR 50,000 per mortgage in 1998 to EUR 100,000 on average in 2002.

Forecasts for 2003 point to the mortgage balance increasing up to EUR 400,000 million towards the end of the year, rising on average by around 12.5% in year-on-year rates.

Interest rates.

Upon the Spanish economy coming under the European Central Bank's discipline, there was an outstanding drop in interest rates which was rapidly passed to the mortgage market. These enhanced financial terms have made it easier for families to buy a home, boosting the demand for residential homes. From the early nineties, mortgage interest rates in Spain have dropped to one-third and repayment terms have been extended to 25 and 30 years. The reduced interest rates and extended credit terms has resulted in a significant drop in instalments paid by families for buying a home.



FINANCING TERMS

	% Interest Rates	Average Terms (years)	Rate per EUR 6,000 (EUR/month)	Average home price (EUR/100 m²)
2002	4.5%	25	33.40	128,000
2000	5.0%	20	39.70	90,150
1995	10.0%	15	64.60	66,100
1990	14.0%	10	93.30	56,500

Source: BBVA

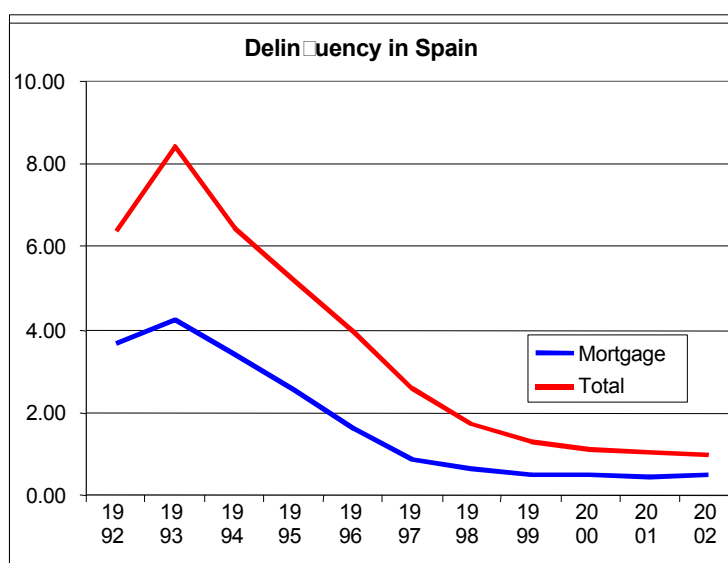
Real estate price increases have prevented the enhanced financing terms from being fully passed to the home accessibility ratios due to a significant real estate price increase. Overall, family monthly payments for buying a home have remained relatively consistent in proportion: although improved rates and extended terms result in lower monthly payments for a family buying a home, higher-priced homes have resulted in a greater credit amount being required, thereby increasing the monthly instalment. At present, a family on an average income

buying an average-sized and priced home must allocate 40% of their income to paying monthly instalments. The current home accessibility ratio is similar to the ratio prevailing in 1995 or 1987.

Delinquency.

The mortgage market has been strongly boosted in these years in the midst of important risk management improvements resulting in mortgage delinquency of financial institutions as a whole being minimised.

Mortgage delinquency is currently less than 0.5% of the total mortgage portfolio, very far from the 4% rate there was in 1993. As for the portfolio as a whole, mortgage delinquency stands at less than 50% of total delinquency.



Regulatory changes.

The object of most recent regulations has been to provide mortgagors with a greater power to negotiate the terms of loans, and reduce certain costs attached to loan renegotiation. In this sense, in addition to Mortgage Loan Subrogation and Amendment Act 2/94, March 30 (making provision for the possibility of substituting and renegotiating the economic terms of loans, reducing both tax and fee costs, and reducing floating interest rate loan prepayment charges), two measures were taken designed to cheapen transaction costs in mortgage loan subrogation and amendment and novation transactions: on the one hand, the agreement made between the Economy Ministry and banks and savings banks, lowering charges; and on the other the approval of Royal Decree 2616/1996, December 20, modifying both notarial and registration fees in mortgage loan subrogation and novation transactions under that Act 2/94.

Prepayment.

The substantial cut in interest rates in recent years along with an enhanced competitiveness among credit institutions in this segment of financing given its strategic character with a view to fidelising customers, has fostered a considerable increase in prepayment rates of mortgage loans remaining with interest rates in excess of those prevailing in the mortgage market from time to time, upon the failure by the lenders to renegotiate the financial terms.

In any event, it should therefore be borne in mind that mortgage loan prepayment shall take place irrespective of such Mortgage Loan Subrogation and Amendment Act, for the possibility or advisability of so doing shall be prompted not only by the facilities given in that connection but by such more determinant factors as mainly age and higher interest rate of the loans in relation to those offered from time to time.

VII.2 Implications for the Fund that might derive from the trends remarked in the preceding point VII.1 (prepayment rate, default rate, et cetera).

The Mortgage Loans pooled by the Fund all have a floating interest rate and are adjusted from time to time to market interest rate variations. Because of this, a high prepayment rate of the Mortgage Loans is not to be expected. The provisions established for the renegotiation for determining the interest rate of loans that might be in upper ranges in relation to the market level from time to time should also be borne in mind.

As for the Obligors' creditworthiness, as set forth in section IV.4.h), some of the provisional portfolio mortgage loans which shall back the issue of the Mortgage Certificates and the Pass-Through Certificates were liable at September 1, 2003 for arrears in payment of amounts due, which situation was checked, as explained in the audit report attached as Appendix V to this Offering Circular. The Mortgage Loans that will finally be assigned to the Fund by means of the issue of Mortgage Certificates and Pass-Through Certificates shall have no overdue amounts on the date of issue for a period in excess of one (1) month, pursuant to the representation by BANKINTER contained in section IV.1.1.2 (20).

In general, the overall quality of the Mortgage Loans and the mechanisms and financial hedge transactions in place for maintaining the financial balance of the Fund are such that they have been considered sufficient by the Rating Agencies to assign the ratings to each of the Bond Series contained in section II.3 of this Offering Circular. These ratings express the Rating Agencies' opinion about the Fund's capacity to meet payments of interest as they fall due on each set Payment Date and payment of the principal during the life of the Fund and, at all events, by the Final Maturity Date.

Signature: MARIO MASIÁ VICENTE
General Manager
EUROPEA DE TITULIZACIÓN, S.A., S.G.F.T.

APPENDIX I

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.

“**Act 40/1998**” shall mean Personal Income Tax and Other Tax Rules Act 40/1998, December 9.

“**Act 41/1998**” shall mean Non-Resident Income and Tax Rules Act 41/1998, December 9.

“**Act 44/2002**” shall mean Financial System Reform Measures Act 44/2002, November 22.

“**AIAF**” shall mean AIAF Fixed-Income Market (*AIAF Mercado de Renta Fija*).

“**Amortisation Deficiency**” shall mean on a Payment Date the positive difference, if any, (i) between the positive difference, if any, between the Outstanding Principal Balance of the Bond Issue on the day preceding the current Payment Date and the Outstanding Balance of Mortgage Loans that, on the current Payment Date, are in good standing in payments of amounts due or, if delinquent, with an arrears of less than eighteen (18) months, and (ii) the Available Funds for Amortisation.

“**Available Funds for Amortisation**” shall mean the amount to be allocated to the amortisation of Bonds on each Payment Date.

“**Available Funds**” shall mean on each Payment Date the sum of (i) the balance on the Treasury Account, and (ii) the amount, if any and where appropriate, deriving from the liquidation of the Fund’s assets.

“**Bankinter**” shall mean Bankinter, S.A.

“**Bear Stearns**” shall mean Bear Stearns International Ltd.

“Bond Issue Management, Underwriting and Placement Agreement” shall mean the Bond Issue management, underwriting and placement agreement entered into between the Management Company, acting for and on behalf of the Fund, and Morgan Stanley & Co. International Ltd. (“**Morgan Stanley**”) and Société Générale, Sucursal en España (“**Société Générale**”) as Lead Managers and Underwriters and Placement Agents, Bankinter as Lead Manager and Placement Agent, and Ahorro Corporación Financiera S.V., Bear Stearns International Ltd. (“**Bear Stearns**”), Sociedad Española de Banca de Negocios Probanca S.A. (“**EBN Banco**”), Fortis Bank NV-SA (“**Fortis Bank**”) and Banco Santander Central Hispano S.A. (“**SCH**”) as Underwriters and Placement Agents.

“Bond Issue” shall mean the issue of asset-backed bonds issued by the Fund having a face value of EUR one billion three hundred and fifty million (1,350,000,000.00) consisting of 13,500 Bonds comprised of three Series (Series A, Series B and Series C).

“Bond Paying Agent Agreement” shall mean the Bond paying agent agreement entered into between the Management Company, acting for and on behalf of the Fund, and Bankinter, as Paying Agent.

“Bonds” shall mean the Series A Bonds, the Series B Bonds and the Series C Bonds issued by the Fund.

“Business Day” shall mean any day other than a Saturday, Sunday, public holiday in the capital 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 cash reserve provisioned on the Closing Date by drawing down fully the Subordinated Loan, and subsequently the cash reserve provisioned up to the Required Cash Reserve.

“CET” shall mean “Central European Time”.

“Closing Date” shall mean September 30, 2003, the date on which the cash amount of the subscription for the Bonds must be paid up and the face amount of the Mortgage Certificates and the Pass-Through Certificates must be paid.

“CNMV” shall mean the National Securities Market Commission (*Comisión Nacional del Mercado de Valores*).

“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 Offering Circular.

“Deed of Constitution” shall mean the public deed recording the constitution of the Fund, assignment of Mortgage Loans by means of the issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates and Issue of the Asset-Backed Bonds.

“Determination Dates” shall mean the dates falling on the third Business Day preceding each Payment Date.

“Early Amortisation” shall mean the amortisation of the Bonds 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 III.8.1 of this Offering Circular.

“Early Liquidation Events” shall mean the events contained in section III.8.1 where the Management Company, following notice duly served on the CNMV, is entitled to proceed to an early liquidation of the Fund on a Payment Date.

“Early Liquidation of the Fund” shall mean the liquidation of the Fund and thereby an 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 III.8.1.

“EBN Banco” shall mean Sociedad Española de Banca de Negocios Probanca S.A.

“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 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 time), accurate to three decimal places.

“Final Maturity Date” shall mean the final Bond amortisation date, i.e. August 26, 2038 or the following Business Day.

“Fortis Bank” shall mean Fortis Bank NV-SA.

“Fund” shall mean BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS.

“Guaranteed Interest Rate Account (Treasury Account) Agreement” shall mean the guaranteed interest rate account (Treasury Account) agreement entered into between the Management Company, acting 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.

“Interest Accrual Period” shall mean the exact number of days elapsed between 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” shall mean the interest swap agreement based on the standard ISDA Master Agreement Definitions 1991, entered into between the Management Company, acting for and on behalf of the Fund, and Bankinter, whereby the Fund shall make payments to Bankinter based on the Mortgage Loan reference rate, and in consideration Bankinter will make payments to the Fund calculated on the Reference Rate of the Bonds.

“IRR” shall mean the internal rate of return.

“Lead Managers” shall mean Morgan Stanley, Bankinter and Société Générale.

“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 Limited, the holding company to which Moody’s Investors Service España, S.A. is affiliated.

“Morgan Stanley” shall mean Morgan Stanley & Co. International Ltd.

“Mortgage Certificates” shall mean the mortgage participation certificates issued by Bankinter in accordance with article 15 of Act 2/1981 and articles 61 et seq. of Royal Decree 685/1982, and subscribed for by the Fund.

“Mortgage Loan Servicing and Mortgage Certificate and Pass-Through Certificate Custody Agreement” shall mean the Mortgage Loan servicing and Mortgage Certificate and Pass-Through Certificate custody agreement entered into between the Management Company, acting for and on behalf of the Fund, and Bankinter as Servicer.

“Mortgage Loans” shall mean the credit rights making up the Fund assets derived from loans granted by BANKINTER to individuals with real estate mortgage security on finished residential homes located within Spanish territory, both directly and through subrogations of financing granted to developers for building homes, assigned by BANKINTER to the Fund by means of the issue of Mortgage Certificates and Pass-Through Certificates.

“Outstanding Balance of the Mortgage Loans” shall mean the sum of outstanding capital and overdue capital not paid into the Fund for each and every one of the Mortgage Loans.

“Outstanding Principal Balance of the Bond Issue” shall mean the sum of the Outstanding Principal Balances of Series A, B and C.

“Outstanding Principal Balance of the Series” shall mean the sum of the outstanding principal balances to be amortised on the Bonds making up the Series, such balances including the principal amounts that should, as the case may be, have been amortised and were not so settled due to a shortage of Available Funds for Amortisation in the Priority of Payments.

“Pass-Through Certificates” shall mean the pass-through certificates issued by Bankinter in accordance with article 18 of Act 44/2002, and subscribed for by the Fund.

“Paying Agent” shall mean the firm servicing the Bonds. The Paying Agent shall be BANKINTER.

“Payment Date” shall mean February 26, May 26, August 26 and November 26 of each year, or the following Business Day if any of those days is not a Business Day. The first Payment Date shall be February 26, 2004.

“Placement Agent” shall mean Bankinter.

“PricewaterhouseCoopers” shall mean PricewaterhouseCoopers Auditores S.L.

“Priority of Payments” shall mean the priority for applying the Available Funds or distributing the Available Funds for Amortisation to fulfilling the Fund’s payment or withholding obligations.

“Rating Agencies” shall mean Moody’s Investors Service España, S.A. and Standard & Poor’s España, S.A.

“Reference Rate” shall mean the three- (3-) month Euribor reference rate fixed at 11am (CET time), or the substitute Reference Rate, other than for the first Interest Accrual Period, in which it shall be the result of a straight-line interpolation between the three- (3-) month and the six- (6-) month Euribor rate, bearing in mind the number of days in the first Interest Accrual Period.

“Required Cash Reserve” shall mean the lower of the following amounts on each Payment Date: (i) EUR fifteen million five hundred and twenty-five thousand (15,525,000.00) and (ii) the higher of: a) 2.30% of the Outstanding Balance of the Bond Issue and b) 1.00% of the face amount of the Bond Issue.

“Royal Decree 116/1992” shall mean Book Entries and Stock Exchange Transaction Clearing and Settlement Royal Decree 116/1992, February 14.

“Royal Decree 291/1992” shall mean Royal Decree 291/1992, March 27, on Issues of and Public Offerings for the Sale of Securities, as reworded by Royal Decree 2590/1998, December 7.

“Royal Decree 685/1982” shall mean Royal Decree 685/1982, March 17, implementing certain aspects of 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.

“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.

“SCH” shall mean Banco Santander Central Hispano S.A..

“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.

“Series A Bonds” shall mean the Series A Bonds issued by the Fund having a total face amount of EUR one billion two hundred and ninety-five million three hundred thousand (1,295,300,000.00) comprising twelve thousand nine hundred and fifty-three (12,953) Bonds having a unit face value of EUR one hundred thousand (100,000).

“Series A” shall mean the Series A 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 twenty-seven million seven hundred thousand (27,700,000.00) comprising two hundred and seventy-seven (277) 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” shall mean the Series C 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 twenty-seven million (27,000,000.00) comprising two hundred and seventy (270) Bonds having a unit face value of EUR one hundred thousand (100,000).

“Servicer” shall mean the issuer of the Mortgage Certificates and the Pass-Through Certificates under the Mortgage Loan Servicing and Mortgage Certificate and Pass-Through Certificate Custody Agreement, BANKINTER.

“Servicing Agreement” shall mean the Mortgage Loan Servicing and Mortgage Certificate and Pass-Through Certificate Custody Agreement.

“Société Générale” shall mean Société Générale, Sucursal en España.

“Subordinated Loan Agreement” shall mean the commercial subordinated loan agreement entered into between the Management Company, acting for and on behalf of the Fund, and Bankinter.

“Subordinated Loan” shall mean the subordinated loan granted by BANKINTER to the Fund, in accordance with the provisions of the Subordinated Loan Agreement.

“Subscription Period” shall mean the period comprised between 12 o’clock noon (CET time) on September 26, 2003 and 3pm (CET time) on the same day.

“Systems Company” Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.

“Treasury Account” shall mean the financial account in euros at Bankinter on the Fund’s behalf, in accordance with the provisions of the Guaranteed Interest Rate Account (Treasury Account) Agreement, through which the Fund will make and receive payments.

“Underwriters and Placement Agents” shall mean Morgan Stanley, Société Générale, Ahorro Corporación Financiera S.V., Bear Stearns, EBN Banco, Fortis Bank and SCH.

BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS

SUPPLEMENT TO THE OFFERING CIRCULAR

This document is a supplement (the "Supplement") to the Offering Circular regarding the constitution of the securitisation fund BANKINTER 6 FONDO DE TITULIZACIÓN DE ACTIVOS (the "Fund"), and the issue of Bonds by the fund (the "Offering Circular") which was verified and entered in the Official Registers of the National Securities Market Commission (*Comisión Nacional del Mercado de Valores*) on September 24, 2003. The Fund was constituted by Europea de Titulización, S.A., Sociedad Gestora de Fondos de Titulización (the "Management Company") in a public deed executed before Madrid Notary Public Mr Roberto Parejo Gamir on September 25, 2003, document number 2658 (the "Deed of Constitution"). The object of this Supplement is to report on events known after the execution of the aforesaid Deed of Constitution.

I.- BACKGROUND

In accordance with the provisions of the Offering Circular and the Deed of Constitution, upon the Fund being constituted, Bankinter S.A. (the "Originator") issued eleven thousand one hundred and seventy-five (11,175) Mortgage Certificates and three thousand seven hundred and ninety-eight (3,798) Pass-Through Certificates on fourteen thousand nine hundred and seventy-three (14,973) loans with real estate mortgage security granted to individuals (the "Mortgage Loans"), subscribed for by the Fund, represented by the Management Company, under the Deed of Constitution, on the date of execution of the Deed (September 25, 2003), the details of which are as follows:

	Number	Principal (EUR)
Mortgage Certificates	11,175	978,281,911.39
Pass-Through Certificates	3,798	371,729,211.38
	14,973	1,350,011,122.77

The Mortgage Certificates and Pass-Through Certificates remaining in the Fund as of January 6, 2005 amount to thirteen thousand eight hundred and forty-five (13,845), and have an outstanding principal balance of one billion one hundred and sixty-five million six hundred and twenty-five thousand five hundred and seventy-five euros and sixty-three eurocents (EUR 1,165,625,575.63), the details of which are as follows:

	Number	Principal (EUR)
Mortgage Certificates	10,403	842,200,649.72
Pass-Through Certificates	3,442	323,374,925.91
	13,845	1,165,625,575.63

The Fund issued thirteen thousand five hundred (13,500) Bonds having a total face value of EUR one billion three hundred and fifty million (1,350,000,000) (the "Bond Issue"), pooled in three Bond Series distributed as follows:

	Number of Bonds	Face amount per Bond (EUR)	Series total face amount (EUR)
Series A	12,903	100,000.00	1,290,300,000.00
Series B	277	100,000.00	27,700,000.00
Series C	270	100,000.00	27,000,000.00
	13,450		1,345,000,000.00

The Bonds were issued and wholly subscribed for on September 30, 2003 (Closing Date).

The Outstanding Principal Balance of the Bonds and of each Series is as follows at present:

	Number of Bonds	Face amount per Bond (EUR)	Series total face amount (EUR)
Series A	12,903	87,767,71	1,136,800,147,63
Series B	277	100,000,00	27,700,000,00
Series C	270	100,000,00	27,000,000,00
	13,000		1,191,000,147,63

The ratings assigned by Rating Agencies Moody's Investors Service España S.A. ("**Moody's**") and Standard & Poor's España S.A. ("**S&P**") to each Bond Series upon the Fund being constituted, and which remain in force at present, are as follows:

	Moody's Rating	S&P Rating
Series A	Aaa	AAA
Series B	A2	A-
Series C	Baa3	BBB-

II.- DESCRIPTION OF THE EVENTS KNOWN AFTER THE EXECUTION OF THE DEED OF CONSTITUTION

In October 2004, the Originator notified the Management Company of the following:

- ? During the course of 2001 and 2002, the Originator, considering the growth the Spanish real estate market had experienced in recent years, requested that the value of homes mortgaged as security for part of the mortgage loans granted to individuals be updated. The homes whose values were updated had previously been originally appraised in order for the relevant mortgage loan to be granted in accordance with the laws governing the mortgage market.
- ? The values were updated in September 2001 and March 2002 through four appraisal companies entered in the Bank of Spain's Register of Appraisal Companies.
- ? The Originator's purpose in having the values updated was to be able to adjust its credit risk covers and adapt them to the true updated value of the mortgaged homes.
- ? The updated values of the mortgaged homes concern both mortgage loans that have remained in the Originator's assets and mortgage loans subsequently securitised.
- ? The Originator did not realise that the updated values were not fully compliant with the regulations set forth in the *Ministerial Order dated November 30, 1994 regarding Real Estate Appraisal Rules for Certain Financial Institutions* because, in general, the interior of the properties had not been visited in updating their values. It was only later, towards the end of the first half of 2004, that the Originator became aware of this through the Bank of Spain and, consequently, that the updated values arrived at should not have been taken into account in accordance with the laws governing the mortgage market (Act 2/1981, March 25, and Royal Decree 685/1982, March 17, amended by Royal Decree 1289/1991, August 2).
- ? The Originator started analysing the portfolio of mortgage loans secured by homes whose value had been updated. Following this analysis, the Originator has subsequently found that the above-mentioned portfolio includes a number of mortgage loans pooled in securitisation funds. The appraisal value of the mortgaged homes that the Originator used in those securitisation processes was the resultant updated value because that was the value entered in its accounting records. Thus, the Originator relied on the updated value of the mortgaged homes to calculate the ratio of the outstanding principal balance of the Mortgage Loans to the appraisal value, prior to the issue of Mortgage Certificates and Pass-Through Certificates.

Using the information supplied by the Originator, the Management Company has identified the Mortgage Certificates and the Pass-Through Certificates backed by Mortgage Loans in the circumstances described and assigned to the Fund.

The Management Company and the Originator notified the National Securities Market Commission and the Rating Agencies of the events that had come to their notice and of the result of this analysis.

The Management Company has analysed and calculated the ratio of the outstanding principal balance of the Mortgage Loans to the appraisal value, based on the original appraisal value. This calculation has allowed the Management Company to establish that, as of January 6, 2005, seventy-three (73) Mortgage Certificates having an outstanding principal balance of six million five hundred and seventy-two thousand four hundred and ninety-eight euros and thirty-one eurocents (EUR 6,572,498.31) do not satisfy the set requirements for these securities, because the existing ratio of the outstanding principal balance of the seventy-three (73) underlying Mortgage Loans exceeded as of that date and as of the date of constitution of the Fund eighty percent (80%) of the original appraisal value of the mortgaged home (requirement established by article 5 of Section Two of Mortgage Market Regulation Act 2/1981, as required moreover in accordance with article 5.4 of Investment Trusts and Companies System and Mortgage Securitisation Funds Act 19/1992, July 7).

III.- MEASURES TO BE TAKEN WITH THE PURPOSE OF REGULARISING THE SITUATION DESCRIBED

With the purpose of regularising the situation described, the Management Company has resolved to take the following measures, in accordance with the mechanisms provided for in the Offering Circular and the Deed of Constitution for such events:

1. In accordance with the procedure established in detail in section IV.1.2.5.3 of the Offering Circular and in article 7.5.3 of the Deed of Constitution on "Set rules for substituting the Mortgage Certificates and the Pass-Through Certificates" in the event that it should subsequently be observed that any of them failed upon the Fund being constituted to conform to the representations contained in section IV.1.1 of the Offering Circular and article 9.1 of the Deed of Constitution, the Originator has resolved to proceed to an early amortisation, during the month in progress, of the seventy-three (73) Mortgage Certificates having an outstanding principal balance of six million five hundred and seventy-two thousand four hundred and ninety-eight euros and thirty-one eurocents (EUR 6,572,498.31) as of January 6, 2005.

This measure is taken secondarily to the replacement of the seventy-three (73) Mortgage Certificates because the Originator's portfolio has no other mortgage loans similarly characterised as to residual term, interest rate, outstanding principal value and credit quality construed as the existing ratio of the mortgage loan outstanding principal to the appraisal value of the mortgaged property used as security.

2. Early amortisation by the Originator shall consist of repaying in cash and paying into the Fund's Treasury Account six million five hundred and seventy-two thousand four hundred and ninety-eight euros and thirty-one eurocents (EUR 6,572,498.31), which is the outstanding principal balance of the seventy-three (73) Mortgage Certificates, adding thereto the amount of interest thereon accrued and not paid, and any other amount owing to the Fund under each of them until the early amortisation date.
3. As for the funds paid into the Fund upon the early amortisation of the seventy-three (73) Mortgage Certificates, the Management Company considers that, pursuant to the Deed of Constitution and the Offering Circular, those funds should be used to be fully applied among the Available Funds on the next Payment Date (February 28, 2005). Furthermore, and in applying the Available Funds, on the next Payment Date there shall be an increase in the amount allocated to amortising Bond principal by a sum of EUR 6,572,498.31 with respect to what would be due in accordance with section II.11.3.1.4 of the Offering Circular had the events referred to in this Supplement not occurred. Until then, this amount shall remain credited to the Fund's Treasury Account and, therefore, that amount shall be available on February 28, 2005 along with the interest accrued between the early amortisation date of the 73 Mortgage Certificates and February 28, 2005.

IV.- ADDITIONAL INFORMATION

Certain information is given hereinafter on the Fund derived from the effect of (i) early amortisation of the seventy-three (73) Mortgage Certificates and (ii) the appraisal values originally taken into account for granting the Mortgage Loans, in relation to the mortgaged homes whose values were updated and that remained in the Fund's assets as of January 6, 2005.

1. Distribution compared by intervals of the ratio of the outstanding principal balance of the Mortgage Loans as of September 25, 2003 (date of issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates, "Date of Assignment") to the appraisal value of the mortgaged home, (i) taking into account the updated value of the homes that were newly appraised, and (ii) taking into account the original value of the homes whose values were updated.

Ratio Interval	Portfolio at the Date of Assignment of the loans with updated appraisal values					Portfolio at the Date of Assignment of the loans with original appraisal values				
	Loans	Outstanding Principal	Loan-to-Value			Loans	Outstanding Principal	Loan-to-Value		
0.01 - 5.00	1	0.01	113,264.43	0.01	0.08	1	0.01	113,264.43	0.01	0.08
5.01 - 10.00	11	0.07	412,482.58	0.03	8.85	11	0.07	412,482.58	0.03	8.85
10.01 - 15.00	40	0.27	1,668,010.02	0.12	13.26	40	0.27	1,668,010.02	0.12	13.26
15.01 - 20.00	119	0.79	5,865,200.37	0.43	18.06	119	0.79	5,865,200.37	0.43	18.06
20.01 - 25.00	214	1.43	11,775,328.57	0.87	22.76	214	1.43	11,775,328.57	0.87	22.76
25.01 - 30.00	324	2.16	18,975,495.25	1.41	27.50	322	2.15	18,885,754.96	1.40	27.50
30.01 - 35.00	452	3.02	28,986,864.98	2.15	32.67	452	3.02	28,891,812.25	2.14	32.68
35.01 - 40.00	569	3.80	39,504,098.98	2.93	37.59	565	3.77	39,285,333.80	2.91	37.59
40.01 - 45.00	706	4.72	52,832,499.75	3.91	42.56	700	4.68	52,455,182.04	3.89	42.56
45.01 - 50.00	805	5.38	63,364,717.34	4.69	47.58	788	5.26	62,252,977.05	4.61	47.56
50.01 - 55.00	971	6.49	83,001,918.41	6.15	52.52	946	6.32	81,049,150.68	6.00	52.52
55.01 - 60.00	1,079	7.21	95,506,255.79	7.07	57.67	1,030	6.88	91,748,878.49	6.80	57.66
60.01 - 65.00	1,185	7.91	107,956,776.97	8.00	62.56	1,108	7.40	102,167,569.67	7.57	62.55
65.01 - 70.00	1,372	9.16	128,153,075.91	9.49	67.51	1,321	8.82	123,840,529.08	9.17	67.52
70.01 - 75.00	1,217	8.13	125,564,714.78	9.30	72.46	1,194	7.97	123,228,192.53	9.13	72.52
75.01 - 80.00	2,110	14.09	214,601,207.26	15.90	77.85	2,176	14.53	217,312,639.90	16.10	77.84
80.01 - 85.00	2,603	17.38	226,553,626.72	16.78	82.18	2,631	17.57	228,573,596.34	16.93	82.22
85.01 - 90.00	537	3.59	64,251,975.82	4.76	87.23	615	4.11	71,554,645.94	5.30	87.26
90.01 - 95.00	328	2.19	40,357,086.91	2.99	92.32	388	2.59	45,595,151.73	3.38	92.32
95.01 - 100.00	330	2.20	40,566,521.93	3.00	96.93	352	2.35	43,335,422.34	3.21	96.90
Totals:	14,973	100.00	1,300,011,122.77	100.00		14,973	100.00	1,300,011,122.77	100.00	
Weighted average:					67.83					
Simple Average:					60.20					
Minimum:					0.08					
Maximum:					98.81					

Loan-to-Value Ratio lists averages weighted by the Outstanding Principal

2 Distribution compared by intervals of the ratio of the outstanding principal balance as of January 6, 2005 of the Mortgage Loans to the appraisal value of the mortgaged home (i) taking into account the updated value of the homes that were newly appraised, and (ii) the portfolio of Mortgage Loans excluding the seventy-three (73) Mortgage Certificates (“MCs”) that are to be redeemed early and taking into account the original appraisal value of the homes securing the Mortgage Loans that were newly appraised.

Ratio Interval	Portfolio at 06.01.2005 with the updated appraisal values					Portfolio at 06.01.2005 excluding the 73 MCs to be redeemed and with original appraisal values				
	Loans	Outstanding Principal	Loan-to-Value			Loans	Outstanding Principal	Loan-to-Value		
0.01 - 5.00	15	0.11	196,041.33	0.02	1.47	15	0.11	196,041.33	0.02	1.47
5.01 - 10.00	45	0.33	921,595.34	0.08	8.19	45	0.33	921,595.34	0.08	8.19
10.01 - 15.00	94	0.68	2,940,406.49	0.25	12.95	94	0.68	2,940,406.49	0.25	12.95
15.01 - 20.00	194	1.40	8,231,909.91	0.71	17.67	192	1.39	8,165,826.85	0.70	17.66
20.01 - 25.00	335	2.42	16,026,555.11	1.37	22.80	333	2.42	15,955,254.82	1.38	22.79
25.01 - 30.00	439	3.17	24,082,240.88	2.07	27.60	440	3.19	24,021,931.77	2.07	27.60
30.01 - 35.00	552	3.99	32,495,907.18	2.79	32.66	547	3.97	32,333,838.42	2.79	32.66
35.01 - 40.00	673	4.86	43,734,889.44	3.75	37.61	669	4.86	43,388,320.38	3.74	37.60
40.01 - 45.00	783	5.66	57,087,675.39	4.90	42.52	772	5.61	56,467,594.07	4.87	42.52
45.01 - 50.00	882	6.37	68,570,626.13	5.88	47.67	859	6.24	67,011,923.36	5.78	47.67
50.01 - 55.00	950	6.86	76,463,811.30	6.56	52.50	916	6.65	74,017,351.23	6.39	52.48
55.01 - 60.00	1,121	8.10	97,854,029.56	8.39	57.51	1,077	7.82	94,483,564.34	8.15	57.52
60.01 - 65.00	1,190	8.60	105,016,500.05	9.01	62.57	1,131	8.21	100,331,543.74	8.66	62.56
65.01 - 70.00	1,219	8.80	114,224,955.24	9.80	67.47	1,195	8.68	112,190,742.55	9.68	67.49
70.01 - 75.00	1,383	9.99	138,384,804.81	11.87	72.71	1,425	10.35	139,984,491.78	12.08	72.72
75.01 - 80.00	2,389	17.26	206,288,461.24	17.70	77.39	2,409	17.49	206,892,333.75	17.85	77.40
80.01 - 85.00	890	6.43	91,280,768.85	7.83	81.90	900	6.53	91,566,471.40	7.90	81.91
85.01 - 90.00	342	2.47	40,345,075.36	3.46	87.35	381	2.77	44,161,593.24	3.81	87.38
90.01 - 95.00	303	2.19	35,803,219.39	3.07	92.72	326	2.37	38,346,149.83	3.31	92.71
95.01 - 100.00	46	0.33	5,676,102.63	0.49	95.56	46	0.33	5,676,102.63	0.49	95.56
Portfolio Total	13,840	100.00	1,160,620,070.63	100.00		13,772	100.00	1,190,307,320.00	100.00	
Weighted average:					63.80					
Simple Average:					60.09					
Minimum:					0.08					
Maximum:					96.12					

Loan-to-Value Ratio lists averages weighted by the Outstanding Principal

- 3 Compared estimate of the average life and final maturity of the Bonds resulting from taking into account the total portfolio of Mortgage Certificates and Pass-Through Certificates as of January 6, 2005 and from excluding the 73 Mortgage Certificates that are to be redeemed early, calculated making the following assumptions in line with those set down in section II.12.a) of the Offering Circular:
- ? that the Management Company will exercise the Early Liquidation of the Fund and Early Amortisation of the Bond Issue option when the outstanding balance of the Mortgage Certificates and of the Pass-Through Certificates is less than 10% of their initial amount
 - ? interest rate of each of the Mortgage Loans as of January 6, 2005
 - ? Mortgage Loan portfolio delinquency: 0% per annum
 - ? Mortgage Loan portfolio defaults rated as bad debts: 0%
 - ? that the prepayment rate (% CPR) remains constant throughout the life of the Bonds
 - ? and that no Amortisation Deficiency occurs.

	Portfolio at 06.01.200			Portfolio at 06.01.200 excluding the 73 M's to be redeemed		
	8	10	12	8	10	12
Series A Bonds						
Average life (years)	6.22	5.48	4.89	6.18	5.45	4.86
Final maturity	26.08.2019	26.02.2018	26.11.2016	26.08.2019	26.02.2018	26.11.2016
(in years)	14.64	13.15	11.90	14.64	13.15	11.90
Series B Bonds						
Average life (years)	9.69	8.57	7.65	9.66	8.54	7.62
Final maturity	26.08.2019	26.02.2018	26.11.2016	26.08.2019	26.02.2018	26.11.2016
(in years)	14.64	13.15	11.90	14.64	13.15	11.90
Series C Bonds						
Average life (years)	9.69	8.57	7.65	9.66	8.54	7.62
Final maturity	26.08.2019	26.02.2018	26.11.2016	26.08.2019	26.02.2018	26.11.2016
(in years)	14.64	13.15	11.90	14.64	13.15	11.90

The Management Company considers that the contents of the preceding paragraphs are in accordance with those of the Deed of Constitution and the Offering Circular, do not affect the financial balance of the Fund and do not result in an Event of Early Liquidation of the Fund and termination. The contents of this Supplement have been notified to the Rating Agencies and, as they have confirmed in the letters attached as Schedule 2 to this Supplement, do not affect the rating initially assigned to each of the Bond Series.

Madrid, January 19, 2005

Mario Masiá Vicente

(For and on behalf of Europea de Titulización, S.A., Sociedad Gestora de Fondos de Titulización)

Schedules:

1. Statement by Bankinter S.A. as issuer of the Mortgage Certificates and of the Pass-Through Certificates on the contents of this Supplement.
2. Letters from Moody's Investors Service España S.A. and Standard & Poor's España S.A.
3. Statement by Bankinter S.A. as Lead Manager of the Bond Issue on the contents of this Supplement.